

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/31/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZPower, Inc.		03/31/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ZPower, LLC
Street Address:	4765 Calle Quetzal
City:	Camarillo
State/Country:	CALIFORNIA
Postal Code:	93012
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3462875	ZPOWER
Registration Number:	3581260	Z POWER
Serial Number:	85131520	ZPOWER
Serial Number:	85131566	Z POWER

CORRESPONDENCE DATA

Fax Number: (415)434-3947
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: mkahn@sheppardmullin.com
 Correspondent Name: Michelle D. Kahn
 Address Line 1: Four Embarcadero Center, 17th Floor
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	128938
NAME OF SUBMITTER:	Michelle D. Kahn

TRADEMARK

Signature:	/MDK/
Date:	04/06/2011
<p>Total Attachments: 18</p> <p>source=mergerdoc#page1.tif source=mergerdoc#page2.tif source=mergerdoc#page3.tif source=mergerdoc#page4.tif source=mergerdoc#page5.tif source=mergerdoc#page6.tif source=mergerdoc#page7.tif source=mergerdoc#page8.tif source=mergerdoc#page9.tif source=mergerdoc#page10.tif source=mergerdoc#page11.tif source=mergerdoc#page12.tif source=mergerdoc#page13.tif source=mergerdoc#page14.tif source=mergerdoc#page15.tif source=mergerdoc#page16.tif source=mergerdoc#page17.tif source=mergerdoc#page18.tif</p>	

APR -1 2011

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of March 31, 2011 (the "Agreement"), is between ZPower, Inc., a California corporation ("ZPower CA") and ZPower, LLC, a Delaware limited liability company ("ZPower DE"), a wholly owned subsidiary of ZPower CA. ZPower CA and ZPower DE are sometimes referred to herein as the "Constituent Entities."

RECITALS

WHEREAS, ZPower DE is a limited liability company duly organized and existing under the laws of the State of Delaware and is a wholly-owned subsidiary of ZPower CA;

WHEREAS, ZPower CA is a corporation duly organized, validly existing and in good standing under the laws of the State of California; and

WHEREAS, the Board of Directors of ZPower California and the Board of Managers of ZPower Delaware have determined that it is advisable and in the best interests of the respective Constituent Entities that ZPower California merge with and into ZPower Delaware upon the terms and subject to the conditions set forth in this Agreement, for the purpose of effecting the reorganization of ZPower California into the State of Delaware and have, by resolutions duly adopted, approved this Agreement and directed that it be submitted to a vote of their respective stockholders and members and executed by the undersigned officers upon the terms and conditions herein provided.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE 1**MERGER**

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law ("DGCL") and § 1113 of the California General Corporation Law ("CGCL"), as of the Effective Time (defined below) ZPower CA shall be merged with and into ZPower DE (the "Merger"), the separate existence of ZPower CA shall cease and ZPower DE shall be, and is herein sometimes referred to as, the "Surviving Entity," and the name of the Surviving Entity shall be "ZPower, LLC."

1.2 Effectiveness. The Merger shall become effective when the following actions have been completed:

(1) This Agreement has been adopted and approved by the stockholders of ZPower CA in accordance with the requirements of the CGCL and the sole member of ZPower, LLC in accordance with the requirements of DGCL;

(2) All of the conditions precedent to the consummation of the Merger specified in this Agreement have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(3) An executed Certificate of Merger or an executed counterpart of this Agreement pursuant to Section 18-209(d) of the DGCL has been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Time".

1.3 Filings. On or prior to the Effective Time, ZPower CA and ZPower DE shall cause:

(a) the filing with the Secretary of State of the State of Delaware of a Certificate of Merger; and

(b) the filing in California of this Agreement and officers' certificates of ZPower CA and a Certificate of Merger of ZPower DE with the Secretary of State of the State of California pursuant to Section 1113(j)(4) of the CGCL.

1.4 Effect of the Merger. Subject to Section 1113(j)(4) and 1113(j)(5) of the CGCL, upon the Effective Time, the separate existence and corporate organization of ZPower CA shall cease and ZPower DE, as the Surviving Entity, shall continue its corporate existence as set forth in Section 18-209(g) of the DGCL and Section 1113(i) of the CGCL.

ARTICLE 2

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Formation. The Certificate of Formation of ZPower DE as in effect immediately before the Effective Time shall continue ("**Certificate of Formation**") in full force and effect as the Certificate of Formation of the Surviving Entity until duly amended or repealed in accordance with the provisions thereof and applicable law.

2.2 Operating Agreement. The Operating Agreement of ZPower DE as in effect immediately before the Effective Time shall continue in full force and effect as the Operating Agreement of the Surviving Entity until duly amended or repealed in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The officers and managers of ZPower DE immediately before the Effective Time shall be the officers and managers of the Surviving Entity until the expiration of their current terms and until their successors have been duly elected and qualified, or until their prior resignation, removal or death, subject to the Certificate of Formation and Operating Agreement of the Surviving Entity.

ARTICLE 3

MANNER OF CONVERSION OF STOCK

3.1 ZPower DE Units. Upon the Effective Time, all outstanding Units of ZPower DE issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action by the Constituent Entities, by the holder of such Unit or by any other person, be canceled and retired without consideration and thereafter be void and have no further force or effect.

3.2 ZPower CA Shares.

(1) **Common Stock.** Upon the Effective Time, each share of ZPower CA Common Stock, no par value, issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action by the Constituent Entities, by the holder of such shares or by any other person, be converted into and exchanged for one (1) fully paid and nonassessable Common Unit of the Surviving Entity.

(2) **Preferred Stock.**

(a) Upon the Effective Time, each share of ZPower CA Series A-1 Preferred Stock, no par value, issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action by the Constituent Entities, by the holder of such shares or by any other person, be converted into and exchanged for one (1) fully paid and nonassessable Common Unit of the Surviving Entity.

(b) Upon the Effective Time, each share of ZPower CA Series A-2 Preferred Stock, no par value, issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action by the Constituent Entities, by the holder of such shares or by any other person, be converted into and exchanged for one (1) fully paid and nonassessable Common Unit of the Surviving Entity.

(c) Upon the Effective Time, each share of ZPower CA Series C Preferred Stock, no par value, issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action by the Constituent Entities, by the holder of such shares or by any other person, be converted into and exchanged for one (1) fully paid and nonassessable Class A Preferred Unit of the Surviving Entity.

(3) Each share of ZPower CA capital stock that constitutes "dissenting shares" within the meaning of CGCL § 1300(b) (the "**Dissenting Shares**") will not be converted into Units of ZPower DE as provided in Section 3.2(1) and (2). The holders of such shares will have, in consideration for the cancellation of dissenting shares held by them, the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to CGCL. Shares of ZPower CA capital stock that are outstanding immediately prior to the Effective Time with respect to which dissenting shareholders' rights of appraisal under the CGCL have either (i) not been properly exercised and perfected or (ii) with the consent of ZPower CA and ZPower DE, been withdrawn, will, when such dissenting shareholders' rights can no longer be legally exercised under the CGCL, be converted into Units of the Surviving Entity in the Merger as provided in Section 3.2(1) and (2);

3.3 Exchange of Certificates.

(1) After the Effective Time, each holder of an outstanding certificate representing shares of ZPower CA Common Stock and Preferred Stock may, at such stockholder's option, surrender the same for cancellation to the Surviving Entity, and each such holder shall be entitled to receive, in exchange therefor, a number of the Surviving Entity's Common Units or applicable series of Preferred Units, as applicable, into which the surrendered shares were converted as herein provided and as set forth on the books and records of the Surviving Entity. Until so surrendered, each outstanding certificate theretofore (other than Dissenting Shares) representing shares of ZPower CA Common Stock and Preferred Stock shall be deemed for all purposes to represent the number of the Surviving Entity's Common Units or applicable series of Preferred Units, as applicable, into which such shares were converted in the Merger.

(2) The registered owner on the books and records of the Surviving Entity of any such outstanding certificate shall, until such certificate has been surrendered for transfer or conversion or otherwise accounted for to the Surviving Entity, have and be entitled to exercise voting and other rights with respect to, and to receive, dividends and other distributions upon the shares of Common Units and Preferred Units of the Surviving Entity represented by such outstanding certificate as provided above.

(3) If any certificate for Units of the Surviving Entity is to be issued or registered in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Surviving Entity any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Entity that such tax has been paid or is not payable.

3.4 ZPower CA Options.

Each right or option to purchase shares of Common Stock of ZPower CA granted under that Corporation's 1997 and 2007 Stock Incentive Plans, as amended, (collectively, the "Stock Plans") which is outstanding immediately prior to the Effective Time, shall by virtue of the Merger and without any action on the part of the holder thereof, be cancelled as of the Effective Time.

3.5 ZPower CA Warrants.

(a) Upon the Effective Time, each warrant to purchase shares of ZPower CA Series A-2 Preferred Stock, no par value, issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action by the Constituent Entities, by the holder of such shares or by any other person, be converted into and exchanged for a warrant to purchase, on substantially the same terms and conditions (including the same exercise price), an equal number of Common Units of the Surviving Entity.

(b) Upon the Effective Time, each warrant to purchase shares of ZPower CA Series C Preferred Stock, no par value, issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action by the Constituent Entities, by the holder of such shares or by any other person, be converted into and exchanged for a warrant to purchase, on substantially the same terms and conditions (including the same exercise price), an equal number of Class A Preferred Units of the Surviving Entity.

(c) Upon the Effective Time, each warrant to purchase shares of ZPower CA Series C-1 Preferred Stock, no par value, issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action by the Constituent Entities, by the holder of such shares or by any other person, be converted into and exchanged for a warrant to purchase, on substantially the same terms and conditions (including the same exercise price), an equal number of Class B-1 Preferred Units of the Surviving Entity.

(d) Upon the Effective Time, each warrant to purchase shares of ZPower CA Series C-2 Preferred Stock, no par value, issued and outstanding immediately before the Effective Time shall, by virtue of the Merger and without any action by the Constituent Entities, by the holder of such shares or by any other person, be converted into and exchanged for a warrant to purchase, on substantially the same terms and conditions (including the same exercise price), an equal number of Class B-2 Preferred Units of the Surviving Entity.

ARTICLE 4

TRANSFER OF ASSETS AND LIABILITIES

4.1 Transfer of Assets and Liabilities.

(1) On the Effective Time:

(a) The rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Entities shall be vested in and possessed by the Surviving Entity, subject to all the disabilities, duties and restrictions of or upon each of the Constituent Entities;

(b) All rights, privileges, powers and franchises of each of the Constituent Entities, all property, real, personal and mixed, of each of the Constituent Entities, all debts due to each of the Constituent Entities on whatever account and all things in action or belonging to each of the Constituent Entities shall be transferred to and vested in the Surviving Entity;

(c) All property, rights, privileges, powers and franchises, as well as all other interests, shall be as effectively the property of the Surviving Entity as they were of the Constituent Entities before the Effective Time; and

(d) The title to any real estate vested by deed or otherwise in either of the Constituent Entities shall not revert to either of the Constituent Entities or be in any way impaired by reason of the Merger.

Notwithstanding the foregoing, (i) the liabilities of the Constituent Entities and of their applicable stockholders or members, directors and officers shall not be affected by the Merger; (ii) all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired notwithstanding the Merger; and (iii) any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place; *provided, however*, that the claims and rights of the creditors of either or both of the Constituent Entities may be modified with the consent of such creditors; and provided further, that all debts, liabilities and duties of or upon each of the Constituent Entities shall attach to the Surviving Entity and accordingly may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

4.2 Further Assurances. From time to time, as and when required by ZPower DE or by its successors or assigns, there shall be executed and delivered on behalf of ZPower CA such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by ZPower DE the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of ZPower CA and otherwise to carry out the purposes of this Agreement, and the officers and managers of ZPower DE are fully authorized in the name and on behalf of ZPower CA or otherwise to take all such actions and to execute and deliver all such deeds and other instruments.

ARTICLE 5

GENERAL

5.1 Conditions to Merger. The obligations of the Constituent Entities to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of the which may be waived by either of the Constituent Entities in its sole discretion to the extent permissible by law):

(1) This Agreement has been adopted and approved by the stockholders of ZPower CA and members of the ZPower DE in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law; and

(2) Any and all consents, permits, authorizations, approvals and orders deemed in the sole discretion of ZPower CA to be required to consummate the Merger shall have been obtained.

5.2 Covenants of ZPower DE. ZPower DE covenants and agrees that it will, on or before the Effective Time:

(1) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process; and

(2) Take such other actions as may be required by the California General Corporation Law.

5.3 Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement by the members of ZPower DE and stockholders of ZPower CA, but not later than the Effective Time; provided, however, that no such amendment, modification or supplement not adopted and approved by the members of ZPower DE and stockholders ZPower CA shall adversely affect the rights of such members or stockholders or change any of the principal terms of this Agreement.

5.4 Abandonment. At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either ZPower CA or of ZPower DE, or of both, notwithstanding the approval of this Agreement by the members of ZPower DE or stockholders of ZPower CA, or by both. In the event of abandonment of this Agreement, as above provided, this Agreement shall become wholly void and of no effect, and no liability on the part of either Constituent Entity shall arise by virtue of such termination except as provided in Section 5.5 below.

5.5 Expenses. If the Merger becomes effective, the Surviving Entity shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, ZPower CA shall pay all expenses incurred in connection with all the proceedings taken in respect of this Agreement or relating thereto.

5.6 Registered Office. The registered office of the Surviving Entity in the State of Delaware is located at Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle, and Corporation Service Company is the registered agent of the Surviving Entity at such address.

5.7 Agreement. ZPower DE shall maintain at its principal executive office, located at 4765 Calle Quetzal, Camarillo, CA 93012, a copy of this Agreement and all amendments and shall promptly provide to any shareholder of ZPower CA or member of ZPower DE a copy of this Agreement upon written request and without charge.

5.8 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the Merger provisions of the California General Corporation Law.

5.9 Counterparts; Facsimile. In order to facilitate the filing and recording of this Agreement, the same may be executed and delivered by facsimile signature and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

5.10 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

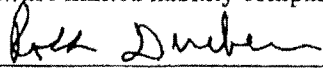
5.11 Entire Agreement. This Agreement (including the exhibits hereto), constitute the full and entire understanding and agreement between the parties with respect to the Merger, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

5.12 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

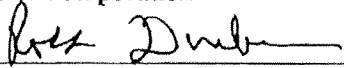
5.13 Headings. The article, section and paragraph headings in this Agreement have been inserted for identification and reference and shall not by themselves determine the meaning or interpretation of any provision of this Agreement.


IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of ZPower DE and ZPower CA, is hereby executed on behalf of each of such two entities and attested by their respective officers thereunto duly authorized.

ZPower, LLC
a Delaware limited liability company

By: 
Ross Dueber
President and CEO

ZPower, Inc.
a California corporation

By: 
Ross Dueber
President and CEO

By: 
Steve Bellamy
Assistant Secretary

ZPOWER, INC.
CERTIFICATE OF APPROVAL OF THE MERGER

Ross Dueber and Steve Bellamy certify that:

1. They are the President and CEO and Assistant Secretary, respectively, of ZPower, Inc., a corporation organized under the laws of the State of California ("ZPower").
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock".
3. The principal terms of the Agreement and Plan of Merger in the form attached hereto (the "**Merger Agreement**") were duly approved by the Board of Directors and by the shareholders of ZPower in a vote that equaled or exceeded the vote required.
4. The total number of outstanding shares of ZPower as of the record date and entitled to vote by written consent of the shareholders whereby the Merger Agreement was approved is 7,563,818 shares of Common Stock; 4,250,000 shares of Series A-1 Preferred Stock, 39,649,702 shares of Series A-2 Preferred Stock, and 44,076,774 shares of Series C Preferred Stock. The percentage vote required to approve the Merger Agreement was more than (i) a majority of the Common Stock, (ii) a majority of the Series A-1 Preferred Stock and Series A-2 Preferred Stock, voting together as a single class, (iii) a majority of the Series C Preferred Stock, and (iv) a majority of the Preferred Stock, voting as a single class. Each of these votes equaled or exceeded the vote required for that class or series of stock.

We further declare under penalty of perjury under the laws of the States of California that the matters set forth in this certificate are true and correct of our own knowledge.

[Signature Page Follow]

CERTIFICATE OF MERGER

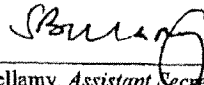
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TRADEMARK
REEL: 004516 FRAME: 0395

Executed in Camarillo, California on March 31, 2011.



Ross Duober, *President and CEO*



Steve Bellamy, *Assistant Secretary*

DOCSSB/31482v4/100501-0005

TRADEMARK
REEL: 004516 FRAME: 0396



**State of California
Secretary of State**

OBE MERG

Certificate of Merger

(California Corporations Code sections 1113(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17552)

IMPORTANT — Read all instructions before completing this form.

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1. NAME OF SURVIVING ENTITY ZPower, LLC dba ZPower Operations, LLC		2. TYPE OF ENTITY LLC		3. CA SECRETARY OF STATE FILE NUMBER 201035510056		4. JURISDICTION Delaware													
5. NAME OF DISAPPEARING ENTITY ZPower, Inc.		6. TYPE OF ENTITY Corporation		7. CA SECRETARY OF STATE FILE NUMBER C1976233		8. JURISDICTION California													
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.																			
<p align="center">SURVIVING ENTITY</p> <table border="0"> <tr> <td><u>CLASS AND NUMBER</u></td> <td>AND</td> <td><u>PERCENTAGE VOTE REQUIRED</u></td> </tr> <tr> <td>Common - 10</td> <td></td> <td>majority</td> </tr> </table>				<u>CLASS AND NUMBER</u>	AND	<u>PERCENTAGE VOTE REQUIRED</u>	Common - 10		majority	<p align="center">DISAPPEARING ENTITY</p> <table border="0"> <tr> <td><u>CLASS AND NUMBER</u></td> <td>AND</td> <td><u>PERCENTAGE VOTE REQUIRED</u></td> </tr> <tr> <td colspan="3">See Exhibit B</td> </tr> </table>				<u>CLASS AND NUMBER</u>	AND	<u>PERCENTAGE VOTE REQUIRED</u>	See Exhibit B		
<u>CLASS AND NUMBER</u>	AND	<u>PERCENTAGE VOTE REQUIRED</u>																	
Common - 10		majority																	
<u>CLASS AND NUMBER</u>	AND	<u>PERCENTAGE VOTE REQUIRED</u>																	
See Exhibit B																			
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.																			
<input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.																			
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.																			
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.																			
PRINCIPAL ADDRESS OF SURVIVING ENTITY		CITY AND STATE			ZIP CODE														
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.																			
See Exhibit A																			
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.					15. FUTURE EFFECTIVE DATE, IF ANY														
Delaware General Corporations Law Section 18-209					_____ - _____ - _____ (Month) (Day) (Year)														
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.																			
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.																			
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		03/31/11 DATE		Ross Dueber, CEO and President TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON															
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		DATE		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON															
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		03/31/11 DATE		Ross Dueber, CEO and President TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON															
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		03/31/11 DATE		Steve Bellamy, Assistant Secretary TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON															
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____																			

STATE OF CALIFORNIA SECRETARY OF STATE
CERTIFICATE OF MERGER

EXHIBIT A

Item 13.

The executed Merger Agreement is on file at the office of the ZPower, LLC (the "**Surviving Entity**"), located at 4765 Calle Quetzal, Camarillo, CA 93012. A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the Surviving Entity, or any stockholder of ZPower, Inc., a California corporation.

STATE OF CALIFORNIA SECRETARY OF STATE
CERTIFICATE OF MERGER

EXHIBIT B

Item 9.

Disappearing Entity – ZPower, Inc.

<u>Class and Number</u>	and	<u>Percentage Vote Required</u>
7,563,818 shares of Common Stock		majority
4,250,000 shares of Series A-1 Preferred Stock and 39,649,702 shares of Series A-2 Preferred Stock		majority
44,076,774 shares of Series C Preferred Stock		majority
87,976,476 Preferred Stock (as a class)		majority



14
This document is a true and correct copy of the original record in the custody of the California Secretary of State's office.

APR - 4 2011

Date: _____

John Bowen

JOHN BOWEN, Secretary of State

TRADEMARK

REEL: 004516 FRAME: 0400

Delaware

PAGE 1

The First State

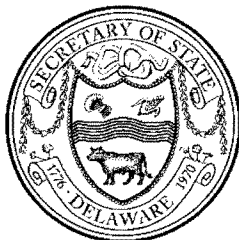
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ZPOWER, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "ZPOWER, LLC" UNDER THE NAME OF "ZPOWER, LLC",
A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF APRIL, A.D. 2011, AT 1:34 O'CLOCK P.M.

4882566 8100M

110370027

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8665600

DATE: 04-01-11

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CERTIFICATE OF MERGER OF

ZPOWER, INC.
a California corporation

INTO
ZPOWER, LLC
a Delaware limited liability company

ZPower, LLC, a limited liability company organized and existing under and by virtue of the Delaware General Corporation Law, as amended (the "DGCL"), does hereby certify that:

FIRST: The name and state of incorporation or formation of each of the constituent entities participating in the merger herein certified is as follows:

<u>Name and Type of Entity</u>	<u>State of Incorporation or Formation</u>
ZPower, Inc. ("ZPower CA")	California
ZPower, LLC ("ZPower DE")	Delaware

SECOND: An Agreement and Plan of Merger, dated as of March 31, 2011 (the "Merger Agreement"), by and between ZPower CA and ZPower DE, has been approved, adopted, certified, executed and acknowledged by each of the aforementioned constituent entities in accordance with Section 18-209 of the DGCL and Section 1113(j) of the California Corporations Code.

THIRD: The name of the surviving limited liability company in the merger is ZPower, LLC, a Delaware limited liability company.

FOURTH: The merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: The executed Merger Agreement is on file at the office of the surviving entity, located at 4765 Calle Quetzal, Camarillo, CA 93012.

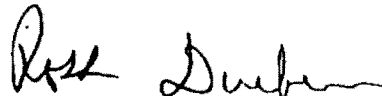
SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the surviving limited liability company, or any stockholder of ZPower CA.

[Remainder of the Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Certificate of Merger is hereby executed by an authorized person (within the meaning of the DGCL) of the surviving limited liability company, ZPower, LLC

Dated as of March 31, 2011.

ZPower, LLC
a Delaware limited liability company



Ross Dueber
President and Chief Executive Officer

CERTIFICATE OF MERGER

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RECORDED: 04/06/2011

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