

05-18-2000



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OPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type <u>4-27-00</u>		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input checked="" type="checkbox"/> Merger	Effective Date Month Day Year <input type="text" value="07081999"/>
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other <input type="text"/>	

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

05/17/2000 DNGUYEN 00000160 75518169

FOR OFFICE USE ONLY

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40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002075 FRAME: 0262

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75518169"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Joshua M. Erlich

April 16, 2000

Name of Person Signing

Signature

Date Signed

**WAIVER OF NOTICE OF SPECIAL MEETING
OF BOARD OF DIRECTORS OF
PETRONET CORPORATION**

WE, the undersigned, being all of the Directors of the Corporation, hereby agree and consent that a Special Meeting of the Board of Directors of the Corporation be held on the date and time, and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting, or at any adjournment or adjournments thereof, as may be deemed advisable by the Directors present thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof, shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of meeting: PetroNet Offices in Paso Robles, telephonically

Date of Meeting: July 8, 1999

Time of Meeting: 10:00 a.m.

Purpose of Meeting: To discuss merger of PetroNet LLC and PetroNet Corporation



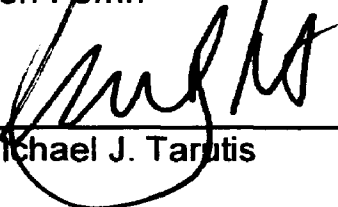
Colin D. Clark



Cindy Daniel



Don Ferrin



Michael J. Tarutis

**PETRONET CORPORATION
BOARD OF DIRECTORS SPECIAL MEETING
JULY 8, 1999**


A special meeting of the Board of Directors of PetroNet Corporation was conducted on July 8, 1999 telephonically, as set forth in the written waiver of notice signed by all the Directors, fixing such date and time, and prefixed to the minutes of this meeting.

The meeting was called to order by the President and, after discussion, upon motion duly made, seconded and carried, it was

RESOLVED: After discussion and after explanation of the proposed action by Mr. Tarutis having been informed by Mr. Moran and Mr. Wiezorek on the matter, the Board, upon motion by Mr. Clark, approved the merger of PetroNet Corporation with PetroNet LLC. The motion was seconded by Mr. Ferrin and approved unanimously.

There being no further business to come before this meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

EXECUTED as of the 8th day of July, 1999


Cindy Daniel
Secretary to the Board of Directors

**AGREEMENT OF MERGER BETWEEN
PetroNet LLC, a California Limited Liability Company
and PetroNet Corporation, a Delaware Corporation**

This AGREEMENT of MERGER is entered into as of this 8th day of July, 1999, between PetroNet LLC (hereinafter "Merging Entity") and PetroNet Corporation (hereinafter "Surviving Entity").

1. Surviving Entity is a Delaware corporation organized under the laws of the State of Delaware.

2. Merging Entity is a California limited liability company organized under the laws of the State of California.

3. Merging Entity shall be merged into Surviving Entity.

4. On or after the date of merger, the name of Surviving Entity shall be PetroNet Corporation.

5. Each outstanding one percent partnership interest in Merging Entity shall be converted into 10,000 shares of the Surviving Entity. Each certificate nominally representing ownership interest in the limited liability company shall be deemed to be evidence of ownership of nonassessable shares in the Surviving Entity. The holders of all certificates of the Merging Entity will be required to surrender their Ownership Interest Certificates and a certificate of shares numbered according to the above ratio in the Surviving Entity shall be issued therefor.

6. The Bylaws of the Surviving Company as they exist on the effective date shall be the Bylaws of the Surviving Company unless amended or repealed in accordance with the provisions thereof.

7. The Board of Directors of the Surviving Company shall be voted in an election separate and apart from the LLC, conducted by the incorporator who will take nominations up to two days prior to the election by facsimile or by e-mail, conducting the voting by written ballot also by facsimile or e-mail of the shareholders. A director does not have to be a shareholder. Such persons shall serve in such offices for the terms provided for in the by-laws or until their respective successors are elected and qualified.

8. At and after the effective time of the merger, the Surviving Company shall succeed to and possess, without further act or deed (1) all of the estate, rights, privileges, powers and franchises, both public and private; (2) all of the property, real and personal and mixed of each of the parties hereto; (3) all

debts due to the Merging Entity or whatever account shall be vested in the Surviving Company; and, (4) all rights of creditors and all liens upon any property of the Merging Entity shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. The right or title to any real estate vested by deed or otherwise in the Merging Company shall not revert or be in any way impaired by reason of the merger.

9. The officers and directors of Merging Entity shall, from time to time, as and when requested by Surviving Entity, execute and deliver all such further documents and instruments and take such other further action necessary or desirable to carry out the intent and purposes of this Agreement of Merger.

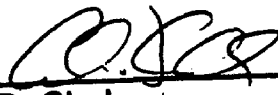
10. This merger shall become effective as of 9 July 1999.

11. This merger has been approved on behalf of Surviving Entity by the Incorporator, and on behalf of Merging Entity by the Board of Managers and the Members.

12. The Surviving Company agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of the Merging Entity as well as for the enforcement of any obligation of the Surviving Entity, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the provisions of the Business Corporation Laws of the State of Delaware.


IN WITNESS WHEREOF, the undersigned have caused this Agreement of Merger to be executed as of the date first set forth above.

PetroNet LLC
A California limited liability company

By: 
Colin D. Clark
Chairman, Board of Managers

(seal)

PetroNet Corporation
A Delaware corporation

By: 
Cindy Daniel
Secretary

(seal)