

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tara Energy, Inc.		09/01/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Tara Energy, LLC		
Street Address:	3800 Buffalo Speedway Suite 500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77098		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78463621	TARA ENERGY	
Serial Number:	77164167	POWER YOUR LIFE	
Serial Number:	77164164	PLUG IN & POWER YOUR LIFE	
Serial Number:	77164169	SAVE AND CARE PLAN	
Serial Number:	77384358	SAVE & CARE	
Serial Number:	77382602	SWITCH FOR GOOD	
CORRESPONDENCE DATA			
Fax Number:	(713)993-0096		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-297-4538		
Email:	mmunnely@fulcrumpower.com		
Correspondent Name:	Margaret Munnely		
Address Line 1:	3800 Buffalo Speedway Suite 500		
Address Line 4:	Houston, TEXAS 77098		
NAME OF SUBMITTER:	Margaret Munnely		

OP \$165.00 78463621

900201271

TRADEMARK
REEL: 004615 FRAME: 0716

Signature:	/Margaret Munnelly/
Date:	09/02/2011
Total Attachments: 8 source=Merger#page1.tif source=Merger#page2.tif source=Merger#page3.tif source=Merger#page4.tif source=Merger#page5.tif source=Merger#page6.tif source=Merger#page7.tif source=Merger#page8.tif	

Form 622
(Revised 12/08)
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: see instructions



This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
AUG 31 2009

**Certificate of Merger
Combination Merger
Business Organizations Code**

Corporations Section

Parties to the Merger

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1

Tara Energy, Inc.

Name of Organization

The organization is a corporation It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

Texas United States of America The file number, if any, is 800050552
State Country Texas Secretary of State file number

Its principal place of business is 1900 St. James Place, Ste. 300 Houston TX
Address City State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 2

Tara Asset Company, LLC

Name of Organization

The organization is a limited liability company It is organized under the laws of
Specify organizational form (e.g., for-profit corporation)

Texas United States of America The file number, if any, is []
State Country Texas Secretary of State file number

Its principal place of business is 1900 St. James Place, Ste. 300 Houston TX
Address City State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Tara Energy, LLC

Name as Amended

Party 3

Name of Organization

The organization is a _____
Specify organizational form (e.g., for-profit corporation)

It is organized under the laws of _____

The file number, if any, is _____
State Country Texas Secretary of State file number

Its principal place of business is _____
Address City State

- The organization will survive the merger. The organization will not survive the merger.
- The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Plan of Merger

- The plan of merger is attached.
If the plan of merger is not attached, the following statements must be completed.

Alternative Statements

In lieu of providing the plan of merger, each domestic filing entity certifies that:

1. A signed plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.
2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

Complete item 3B if the merger effected changes to the certificate of formation of a surviving filing entity.

- 3A. No amendments to the certificate of formation of any surviving filing entity that is a party to the merger are effected by the merger.
- 3B. The plan of merger effected changes or amendments to the certificate of formation of:

Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

Amendment Text Area

4. Organizations Created by Merger
The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

Name of New Organization 1 *Jurisdiction* *Entity Type (See instructions)*

Principal Place of Business Address *City* *State* *Zip Code*

Name of New Organization 2 *Jurisdiction* *Entity Type (See instructions)*

Principal Place of Business Address *City* *State* *Zip Code*

Name of New Organization 3 *Jurisdiction* *Entity Type (See instructions)*

Principal Place of Business Address *City* *State* *Zip*

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

The approval of the owners or members of _____
Name of domestic entity
was not required by the provisions of the BOC.

Effectiveness of Filing (Select either A, B, or C.)

- A. This document becomes effective when the document is accepted and filed by the secretary of state.
 - B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
 - C. This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:
- _____
- _____

Tax Certificate

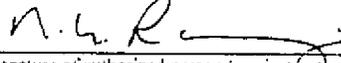
- Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

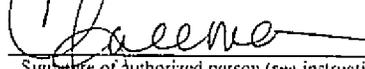
Date: August 31, 2009

Tara Energy, Inc.
Merging Entity Name


Signature of authorized person (see instructions)

Neville Ravji, Chairman & CEO
Printed or typed name of authorized person

Tara Asset Company, LLC
Merging Entity Name


Signature of authorized person (see instructions)

Chris Cockrell-Freeman, as manager of the sole member of Tara Asset Company, LLC
Printed or typed name of authorized person

Merging Entity Name

Signature of authorized person (see instructions)

Printed or typed name of authorized person

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "*Agreement*"), effective as of August 31, 2009, is entered into by and among Tara Energy, Inc., a Texas corporation (the "*Non-Surviving Company*"), Tara Asset Company, LLC, a Texas limited liability company (the "*Surviving Company*," with each of the Non-Surviving Company and the Surviving Company individually being called a "*Merging Company*" and, collectively, the "*Merging Companies*"), and Tara Holdings, LLC, a Texas limited liability company ("*Holdco*").

WITNESSETH:

WHEREAS, Holdco is a wholly-owned subsidiary of the Non-Surviving Company and the Surviving Company is a wholly-owned subsidiary of Holdco;

WHEREAS, the board of directors of the Non-Surviving Company has determined that it is advisable and in the best interests of the Non-Surviving Company and its shareholders that the Non-Surviving Company merge with and into the Surviving Company upon the terms and subject to the conditions set forth in this Agreement, and the shareholders of the Non-Surviving Company have approved this Agreement;

WHEREAS, the sole member of the Surviving Company has approved this Agreement; and

WHEREAS, the sole manager of Holdco has determined that it is advisable and in the best interests of the sole member of Holdco to perform the transactions contemplated by this Agreement, and the sole member of Holdco has approved this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, it is hereby agreed as follows:

1. Merger. Subject to the terms and conditions of this Agreement, in accordance with the applicable provisions of the Texas Business Organizations Code, the Non-Surviving Company shall be merged with and into the Surviving Company (the "*Merger*"). Upon the Merger, the separate existence of the Non-Surviving Company shall cease and the Surviving Company shall continue as the surviving entity of the Merger. Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of Texas. The Merger shall become effective at the time provided in the Certificate of Merger attached hereto as Exhibit A (the "*Effective Time*"). At the Effective Time, the separate existence of the Non-Surviving Company shall cease.

2. Governing Documents.

(a) The Certificate of Formation of the Surviving Company as existing and constituted immediately prior to the Effective Time shall be amended by the Certificate of Merger to change the name of the Surviving Company to "Tara Energy, LLC" and, as so amended, shall constitute the Certificate of Formation of the Surviving Company.

(b) The Company Agreement of the Surviving Company as existing and constituted immediately prior to the Effective Time shall be amended to change the name of the Surviving Company to "Tara Energy, LLC" and, as so amended, shall constitute the Company Agreement of the Surviving Company.

(c) Effective as of the Effective Time, the Company Agreement of Holdco shall be amended and restated in the form as approved by its sole member prior to the date hereof (the "*Holdco Agreement*").

3. Officers. The officers of the Non-Surviving Company immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Company, without change until their successors have been duly elected and qualified in accordance with the Company Agreement of the Surviving Company.

4. Further Assurances. From time to time, as and when required by Holdco or by its successors or assigns, there shall be executed and delivered on behalf of the Surviving Company such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in Holdco the title to and possession of all membership interests of the Surviving Company. The officers of Holdco are fully authorized in the name and on behalf of the Surviving Company to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. Ownership Interests.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of Holdco, either Merging Company or any of their shareholders or members (as applicable), (i) each issued and outstanding share of common stock and of Series A Preferred Stock of the Non-Surviving Company shall be converted into and become one validly issued common unit and one validly issued preferred unit, respectively, of Holdco, having the rights and privileges as set forth in the Holdco Agreement; (ii) all outstanding options to purchase common shares of the Non-Surviving Company shall become options to purchase an equal number of common units of Holdco on the same terms and conditions as in effect immediately prior to the Effective Time except as modified hereby, by resolutions of the Board of Directors of the Non-Surviving Company or by the manager of Holdco; and (iii) the sole outstanding membership interest in the Surviving Company shall continue to exist and be vested in Holdco.

(b) From and after the Effective Time, all shares of common stock and of Series A Preferred Stock of the Non-Surviving Company converted pursuant to Section 5(a) above shall no longer be outstanding and shall be canceled and cease to exist, and each holder of a certificate representing any such shares of common stock or Series A Preferred Stock of the Non-Surviving Company shall cease to have any rights with respect thereto, except the right to receive a common unit or preferred unit of Holdco, respectively, as described in Section 5(a) above.

6. Amendment. The parties hereto, by mutual consent of their respective shareholders or member(s) (as applicable), may amend, modify or supplement this Agreement prior to the Effective Time.

7. Termination. This Agreement may be terminated and the Merger and other transactions herein contemplated may be abandoned at any time prior to the Effective Time, if the shareholders or members (as applicable) of either of the Merging Companies or Holdco determine that the consummation of the transactions contemplated herein would not, for any reason, be in the best interests of that company or its shareholders or members (as applicable).

8. Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts together shall constitute but one agreement.

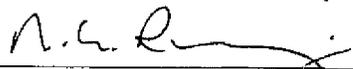
9. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the choice or conflict of law provisions contained therein.

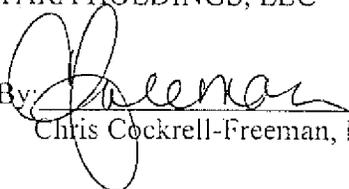
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IN WITNESS WHEREOF, the Merging Companies have caused this Agreement to be executed and delivered as of the date first written above.

TARA ENERGY, INC.

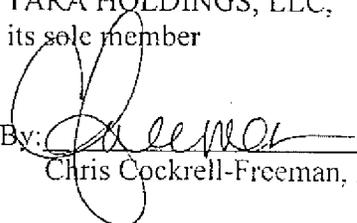
By: 
Neville Ravji, Chairman & CEO

TARA HOLDINGS, LLC

By: 
Chris Cockrell-Freeman, Manager

TARA ASSET COMPANY, LLC

By: TARA HOLDINGS, LLC,
its sole member

By: 
Chris Cockrell-Freeman, Manager