

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/26/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Ecoquest Manufacturing, Inc.		03/26/2009
			Entity Type
			CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Ecoquest International, Inc.		
Street Address:	310 T Elmer Cox Drive		
City:	Greenville		
State/Country:	TENNESSEE		
Postal Code:	37743		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2966620	RCI RADIANT CATALYTIC IONIZER
CORRESPONDENCE DATA			
Fax Number:	2147648389		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2143676000		
Email:	claudia@kk-llp.com		
Correspondent Name:	Klemchuk Kubasta LLP c/o:C Alvarado		
Address Line 1:	8150 N Central Expressway, 10th Floor		
Address Line 4:	Dallas, TEXAS 75206		
ATTORNEY DOCKET NUMBER:	0989-0046		
NAME OF SUBMITTER:	Claudia Alvarado		
Signature:	/Claudia Alvarado/		

OP \$40.00 2966620

Date:

08/22/2012

**Total Attachments: 6**

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TRE HANDETT  
SECRETARY OF STATE

**ARTICLES OF MERGER  
OF  
ECOQUEST MANUFACTURING, INC.  
INTO  
ECOQUEST INTERNATIONAL, INC.**

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TRE HANDETT  
SECRETARY OF STATE

Pursuant to the provisions of Section 48-21-101 et seq. of the Tennessee Code Annotated, the undersigned corporations on this 26th day of March, 2009 adopt the following Articles of Merger for the purpose of merging EcoQuest Manufacturing, Inc., a Tennessee corporation, with and into EcoQuest International, Inc., a Tennessee corporation (the "Merger"):

1. The Agreement and Plan of Merger for merging EcoQuest Manufacturing, Inc. with and into EcoQuest International, Inc., the surviving corporation in the Merger, is attached hereto as Exhibit A and made a part hereof (the "Agreement and Plan of Merger").
2. As to EcoQuest Manufacturing, Inc., the Agreement and Plan of Merger was duly adopted by the unanimous written consent of the board of directors on March 26, 2009 and by the written consent of the sole stockholder on March 26, 2009.
3. As to EcoQuest International, Inc., the Agreement and Plan of Merger was duly adopted by the board of directors of on March 26, 2009 and by the written consent of the sole stockholder on March 26, 2009.
4. Each corporation has complied fully with the provisions of Section 48-21-107 of the Tennessee Code Annotated and the plan and performance of the terms of the Agreement and Plan of Merger were duly authorized by all action required by the laws under which it was organized and by its charter.
5. The effective time of the Merger shall be upon filing.

[Signatures on following page.]

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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by their duly authorized officers this 26th day of March, 2009.

SECRETARY OF STATE

TRE HANBETT  
SECRETARY OF STATE

**EcoQuest Manufacturing, Inc.**  
a Tennessee corporation

By: Michael J. Jackson  
Michael J. Jackson  
Chief Executive Officer

**EcoQuest International, Inc.**  
a Tennessee corporation

By: Michael J. Jackson  
Michael J. Jackson  
Chief Executive Officer

6494.0003

EXHIBIT A

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TRE MARGRETT  
SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER  
OF  
ECOQUEST MANUFACTURING, INC.  
WITH AND INTO  
ECOQUEST INTERNATIONAL, INC.

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TRE MARGRETT  
SECRETARY OF STATE

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger"), dated as of March 26, 2009, is made by and between EcoQuest International, Inc., a Tennessee corporation ("EcoQuest"), and EcoQuest Manufacturing, Inc., a Tennessee corporation (the "Company").

WHEREAS, the respective Boards of Directors of EcoQuest and the Company have each approved the merger of the Company with and into EcoQuest in accordance with the Tennessee Business Corporation Act (the "TBCA");

WHEREAS, this Plan of Merger shall be filed with the Articles of Merger with the Secretary of State of Tennessee in order to consummate the merger of the Company with and into EcoQuest, which shall be the surviving corporation (the "Surviving Corporation"); and

WHEREAS, the Surviving Corporation and the Company have agreed to execute and file this Plan of Merger as provided under the TBCA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Surviving Corporation and the Company hereby agree as follows:

1. The Merger. At the Effective Time (as such term is defined below), in accordance with this Plan of Merger and the TBCA, the Company shall be merged (such merger being herein referred to as the "Merger") with and into the Surviving Corporation, the separate existence of the Company shall cease, and the Surviving Corporation shall continue as the surviving corporation. The Company and the Surviving Corporation are referred collectively as the "Constituent Corporations."

2. Effect of the Merger. When the Merger has been effected, the Surviving Corporation shall retain the name "EcoQuest International, Inc."; and the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions and all other things in action or belonging to each of such corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise, in any of such Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of any of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

3. Consummation of the Merger. The parties hereto will cause the Merger to be consummated by filing Articles of Merger with the Secretary of State of Tennessee with this Plan of Merger in such form as required by, and executed in accordance with, the relevant provisions of the

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TBCA (the time of such filing being the "Effective Time" and the date of such filing being the "Effective Date").

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4. Certificate of Incorporation, Bylaws, Directors and Officers. The Charter and Bylaws of the Surviving Corporation shall be identical with the Charter and Bylaws of EcoQuest immediately prior to the Effective Time until thereafter amended as provided therein and under the TBCA. The members of the Board of Directors and officers of EcoQuest immediately prior to the Effective Time shall be the Board of Directors and officers of the Surviving Corporation immediately following the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the Bylaws of the Surviving Corporation, or until their respective successors are elected and qualified.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of EcoQuest, the Company or the holder of any of the shares of capital stock of the Constituent Corporations (the "Shares"):

(a) Each Share of each class or series of capital stock of EcoQuest issued and outstanding immediately prior to the Effective Time shall remain unchanged as one outstanding share of such class or series of capital stock of EcoQuest, held by the person who was the holder of such share of capital stock of EcoQuest immediately prior to the Merger.

(b) Each Share of capital stock of the Company issued and outstanding immediately prior to the Effective Time shall be canceled and no consideration shall be issued in respect thereof.

(c) Each outstanding or authorized subscription, option, warrant, call, right (including any preemptive right), commitment, or other agreement of any character whatsoever that obligates or may obligate EcoQuest to issue or sell any additional shares of its capital stock or any securities convertible into or evidencing the right to subscribe for any shares of its capital stock or securities convertible into or exchangeable for such shares, if any, shall remain unchanged.

6. Taking of Necessary Action. Each of EcoQuest and the Company shall use all reasonable efforts to take all such actions as may be necessary or appropriate in order to effectuate the Merger under the TBCA or any other applicable laws. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of either of the Constituent Corporations, the officers and directors of the Surviving Corporation are fully authorized in the name of either EcoQuest or the Company to take all such lawful and necessary actions.

7. Termination. Notwithstanding any other provision of this Plan of Merger, and notwithstanding the approval of this Plan of Merger by the sole shareholder of the Constituent Corporations, this Plan of Merger may be terminated and the Merger abandoned at any time prior to the Effective Time:

(a) By mutual consent of the respective Boards of Directors, as applicable, of each of the Constituent Corporations; or

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(b) By the Board of Directors of either of the Constituent Corporations (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained in this Plan of Merger) in the event of a breach by the other Party of any representation or warranty contained in this Plan of Merger which cannot be or has not been cured within 30 days after the giving of written notice to the breaching Party of such breach and which breach would provide the non-breaching party the ability to refuse to consummate the Merger under the standard set forth in this Plan of Merger; or

(c) By the Board of Directors of either of the Constituent Corporations (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained in this Plan of Merger) in the event any Regulatory Consent required for consummation of the Merger shall have been denied or conditioned or restricted in a manner that in the reasonable judgment of the Surviving Corporation would so materially adversely impact the economic or business benefits so as to render inadvisable the consummation of the Merger; or

(d) By the Board of Directors of either of the Constituent Corporations (provided that the terminating Party is not then in material breach of any representation, warranty, covenant or other agreement contained in this Plan of Merger) in the event that any of the conditions precedent to the obligations of such Party to consummate the Merger cannot be satisfied or fulfilled by the Effective Date specified in this Plan of Merger.

(e) In the event of the termination and abandonment of this Plan of Merger, this Plan of Merger shall become void and have no effect, except that (i) the provisions of this Section 7 of the Plan of Merger shall survive any such termination and abandonment, and (ii) a termination pursuant to Section 7 of this Plan of Merger shall not relieve the breaching Party from Liability for an uncured willful breach of a representation, warranty, covenant or agreement giving rise to such termination.

8. Procedure and Effect of Termination. In the event of termination of this Plan of Merger by either or both of the Constituent Corporations pursuant to the terms of this Plan of Merger, subject to any cure periods contemplated therein, written notice thereof will forthwith be given by the terminating entity to the other Party and this Plan of Merger will terminate and the transactions will be abandoned, without further action by either Constituent Corporation, whereupon the liabilities of the Parties hereunder will terminate, except as provided in the Plan of Merger. If prior to consummation of the Merger, either Constituent Corporation resorts to legal proceedings to enforce this Plan of Merger, the prevailing Party in such proceedings shall be entitled to recover all costs incurred by such entity, including reasonable attorney's fees, in addition to any other relief to which such Constituent Corporation may be entitled; provided, however, and notwithstanding anything to the contrary in this Plan of Merger, in no event shall either Constituent Corporation be entitled to receive any punitive, indirect or consequential damages.

9. Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page.]

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IN WITNESS WHEREOF, the EcoQuest and the Company have caused this Plan of Merger to be executed as of the date first above written.

THE HARNETT  
SECRETARY OF STATE

THE HARNETT  
SECRETARY OF STATE

ECOQUEST MANUFACTURING, INC.

By: Michael J. Jackson  
Michael J. Jackson  
Chief Executive Officer

ECOQUEST INTERNATIONAL, INC.

By: Michael J. Jackson  
Michael J. Jackson  
Chief Executive Officer

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