

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/15/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	BTU Acquisition, LLC		06/15/2009
			LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Western International Gas & Cylinders, Inc.		
Street Address:	7173 Hwy 159 East		
City:	Bellville		
State/Country:	TEXAS		
Postal Code:	77418		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3384925	HPG
CORRESPONDENCE DATA			
Fax Number:	7132765555		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-276-5500		
Email:	houip@gardere.com		
Correspondent Name:	Chris P. Perque		
Address Line 1:	1000 Louisiana		
Address Line 2:	Suite 3400		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	114901-3005		
NAME OF SUBMITTER:	Teresa J. Lechner-Fish		

OP \$40.00 3384925

Signature:	/Teresa J. Lechner-Fish/
Date:	02/17/2014
Total Attachments: 9 source=Western Cert. of Merger#page1.tif source=Western Cert. of Merger#page2.tif source=Western Cert. of Merger#page3.tif source=Western Cert. of Merger#page4.tif source=Western Cert. of Merger#page5.tif source=Western Cert. of Merger#page6.tif source=Western Cert. of Merger#page7.tif source=Western Cert. of Merger#page8.tif source=Western Cert. of Merger#page9.tif	

FILED
In the Office of the
Secretary of State of Texas
JUN 16 2009

**CERTIFICATE OF MERGER
OF
BTU ACQUISITION, LLC
WITH AND INTO
WESTERN INTERNATIONAL GAS & CYLINDERS, INC.**

Corporations Section

This Certificate of Merger is submitted for the purpose of effecting the merger (the "Merger") of BTU Acquisition, LLC, a Texas limited liability company having file number 0800884418 (the "Merged Entity"), with and into Western International Gas & Cylinders, Inc., a Texas corporation having file number 74786000 (the "Surviving Entity"). Pursuant to the Texas Business Corporation Act, as amended (the "TECA"), and the Texas Business Organizations Code, as amended (the "Code"), the undersigned limited liability company and the undersigned corporation adopt the following Certificate of Merger.

1. The names of the entities participating in the Merger and the states under the laws of which they are organized are as follows:

<u>Name</u>	<u>Entity Type</u>	<u>State of Organization</u>
BTU Acquisition, LLC	Limited Liability Company	Texas
Western International Gas & Cylinders, Inc.	Corporation	Texas

2. An Agreement and Plan of Merger, dated as of June 12, 2009, by and among the Merged Entity and the Surviving Entity (the "Merger Agreement"), has been approved, adopted, certified, executed and acknowledged by the Merged Entity and the Surviving Entity.

3. A copy of the executed Merger Agreement is on file at the principal place of business of the Surviving Entity, which is located at 7173 Highway 159E, Bellville, Texas 77418.

4. A copy of the Merger Agreement will be furnished by the Surviving Entity, on written request and without cost, to any creditor or obligee of the Merged Entity at the time of the Merger if the obligation is then outstanding.

5. The Merged Entity is a sole-member limited liability company. The Surviving Entity is the sole member of the Merged Entity.

6. The total number of shares issued and outstanding of the Surviving Entity is 1,246,266, and the ownership of the Surviving Entity is as follows:

- a. W.D. Hord, Jr.—13.70%
- b. W.D. Hord, III—45.80%
- c. William Coneby—0.32%
- d. Clark Coneby—0.32%
- e. Ellen Hord—0.32%
- f. Hunt Hord—0.32%
- g. Davis Hord—0.32%
- h. Buckhorn, LP—38.90%

7. A copy of the resolution of merger adopted by the directors of the Surviving Entity on June 12, 2009 is attached hereto as Exhibit A.

8. As the Merged Entity is a wholly-owned subsidiary of the Surviving Entity, shareholder or member approval is not required by either entity that is a party to the Merger.

9. As to each of the Merged Entity and the Surviving Entity, the Merger Agreement was duly authorized by all action required by the laws under which it was formed and by its constituent documents.


10. The Surviving Entity will be responsible for the payment of all fees and franchise taxes, if any, of the Merged Entity and will be obligated to pay such fees and franchise taxes, if any, if the same are not timely paid.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 15th day of June, 2009.

SURVIVING ENTITY:

WESTERN INTERNATIONAL GAS & CYLINDERS, INC., a Texas corporation

By: 
Name: _____
Title: _____

MERGED ENTITY:

BTU ACQUISITION, LLC,
a Texas limited liability company

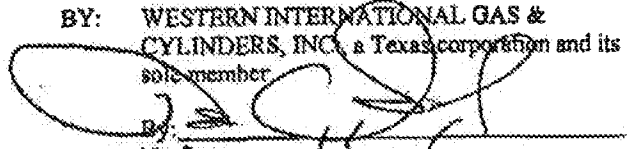
BY: **WESTERN INTERNATIONAL GAS & CYLINDERS, INC.,** a Texas corporation and its sole member
By: 
Name: _____
Title: _____

Exhibit A

Authorizing Resolutions

WESTERN INTERNATIONAL GAS & CYLINDERS, INC.

UNANIMOUS CONSENT OF DIRECTORS

June 12, 2009

The undersigned, constituting all of the directors of Western International Gas & Cylinders, Inc., a Texas corporation (the "Corporation"), acting pursuant to Article 9.10A of the Texas Business Corporation Act and the Bylaws of the Corporation, hereby consent to the adoption of and adopt the following specified resolutions as if they were approved and adopted at a duly constituted special meeting of the board of directors of the Corporation (the "Board of Directors"), and hereby direct the Secretary of the Corporation to file this Consent in the minute books of the Corporation:

WHEREAS, the Board of Directors has reviewed the Agreement and Plan of Merger, attached hereto as Exhibit A (the "Merger Agreement"), by and between the Corporation and its wholly-owned subsidiary, BTU Acquisition, LLC, a Texas limited liability company ("BTU Acquisition"), and deems it advisable and in the best interest of the Corporation and its stockholders to enter into the Merger Agreement, pursuant to which, BTU Acquisition will merge within and into the Corporation and the Corporation assume all of the obligations of BTU Acquisition and continue as the surviving corporation (the "Merger");

NOW, THEREFORE, BE IT RESOLVED, that the Merger and the terms and conditions of the Merger Agreement are hereby adopted and approved in all respects.

RESOLVED FURTHER, that the appropriate officers of the Corporation be (the "Officers"), and each of them without the others hereby is, authorized and directed to execute a Certificate of Merger, substantially in the form attached hereto as Exhibit B, and to cause the same to be filed with the Secretary of State of the State of Texas and to do all acts and things whatsoever, whether within or without the State of Texas, as they shall deem necessary or appropriate to effect the Merger and the intent and purposes of the foregoing resolutions.

RESOLVED FURTHER, that all prior actions taken by the Officers of the Company in connection with the Merger, the Merger Agreement and the agreements, instruments, certificates or other documents contemplated thereby are hereby ratified, confirmed and approved in all respects.

RESOLVED FURTHER, that the Officers are hereby authorized to take all such additional action and execute any documents as may be necessary or proper to

consummate the transactions contemplated by the Merger and the Merger Agreement.

RESOLVED FURTHER, that the Merger shall be effective on the date of filing the Certificate of Merger.

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation have executed this Unanimous Consent effective as of the 15 day of June, 2009.



W.D. Hord, Jr.



W.D. Hord, III

HOUSTON 1038168v.2

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of June [12], 2009 by and among Western International Gas & Cylinders, Inc., a Texas corporation (the "Surviving Company"), and BTU Acquisition, LLC, a Texas limited liability company (the "Merging Company") (the Merging Company and the Surviving Company are sometimes referred to herein individually as a "Constituent Entity" or collectively as the "Constituent Entities").

RECITALS:

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

WHEREAS, the Surviving Company desires to effect a merger of Constituent Entities (the "Merger") whereby the Merging Company will be merged with and into the Surviving Company and the outstanding membership interests of the Merging Company will be cancelled; and

WHEREAS, the approval of the sole member of the Merging Company is not required under Article 5.03 of the Texas Business Corporation Act (the "TBCA") or Section 10.006 of the Texas Business Organizations Code (the "TBOC") and the directors of the Surviving Company have approved this Merger Agreement, as required by applicable law.

AGREEMENT

ARTICLE ONE

1.1 As of the Effective Date (as defined below), the Merging Company shall be merged with and into the Surviving Company, and the Surviving Company shall continue to exist under and be governed by the laws of the State of Texas. The registered office of the Surviving Company in the State of Texas will continue to be located at 7173 Highway 159 E, Bellville, Texas 77418, and its registered agent at such address will be W.D. Hord, Jr.

1.2 Except as may otherwise be set forth in this Merger Agreement, the corporate existence and identity of the Surviving Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and, as of the Effective Date, the legal existence and identity of the Merging Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall be merged with and into the Surviving Company, and the Surviving Company shall be vested fully therewith, and the separate legal existence and identity of the Merging Company shall thereafter cease, except to the extent continued by applicable law.

1.3 The Merger shall become effective as of the date of filing the Articles of Merger with the Texas Secretary of State (the "Effective Date").

ARTICLE TWO

2.1 The Articles of Incorporation of the Surviving Company in effect on the Effective Date, attached hereto as Exhibit A, shall constitute the Articles of Incorporation of the Surviving Company until further amended, altered or repealed in the manner provided by law. The Bylaws of the Surviving Company in effect on the Effective Date shall be the Bylaws of the Surviving Company until amended, altered or repealed in the manner provided by law.

2.2 The officers of the Surviving Company immediately before the Effective Date shall continue to be the officers of the Surviving Company, as of the Effective Date.

2.3 All company acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Entities, their respective members, shareholders, managers, partners, officers, directors and agents, that were valid and effective immediately prior to the Effective Date, shall be taken for all purposes on and after the Effective Date as the acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to the Constituent Entities immediately prior to the Effective Date.

ARTICLE THREE

3.1 The obligations of the Surviving Company and the Merging Company outstanding immediately before the Effective Date shall continue on and after the Effective Date as obligations of the Surviving Company.

3.2 On the Effective Date, by virtue of the Merger and without any action on the part of the Constituent Entities or their respective equity holders, the membership interests of the Merging Company shall be cancelled and the independent existence of the Merging Company shall cease.

3.3 On the Effective Date, all rights, title and interests to all property owned by each of the Constituent Entities shall be allocated to and vested in the Surviving Company without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon.

3.4 The Surviving Company shall, on the Effective Date and thereafter, be responsible and liable for all liabilities and obligations of each of the Constituent Entities, and a proceeding pending against either Constituent Entity may be continued as if the Merger did not occur, or the Surviving Company may be substituted in the proceeding in place of the other Constituent Entity.

3.5 The Surviving Company shall, on the Effective Date and thereafter, be responsible for the payment of all fees and franchise/margin taxes of the Merging Company, and the Surviving Company will be obligated to pay such fees and franchise/margin taxes if the same are not timely paid.

ARTICLE FOUR

4.1 This Merger Agreement may be executed by the parties hereto in counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one instrument.

4.2 Subject to applicable law, this Merger Agreement may be amended, modified or supplemented only by written agreement of the Merging Company and the Surviving Company at any time before the Effective Date.


4.3 This Merger Agreement may be terminated at any time prior to the Effective Date by mutual agreement of the parties hereto.

[Signature Page Follows.]

Each of the parties hereto has caused this Merger Agreement to be executed as of the Effective Date.

SURVIVING COMPANY:

WESTERN INTERNATIONAL GAS & CYLINDERS, INC.

By: 
Name: Paul Cox
Title: President

MERGING COMPANY:

BTU ACQUISITION, LLC

BY: WESTERN INTERNATIONAL GAS & CYLINDERS, INC., its sole member

By: 
Name: Paul Cox
Title: President