

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/01/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Central Valley Manufacturing, Inc.		03/30/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Jain Irrigation Inc.
Street Address:	1941 Vineyard Ave. #6
City:	Ontario
State/Country:	CALIFORNIA
Postal Code:	91761
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2648517	OCTA-BUBBLER
Registration Number:	2612155	MICRO-POP
Registration Number:	1999745	PEPCO
Registration Number:	1753776	QB2
Registration Number:	1706312	MICRO-FLAPPER
Registration Number:	1643515	MICRO FLAPPER
Registration Number:	1623410	ACU FLO
Registration Number:	1509238	ACU-DRIP
Registration Number:	1366557	QUADRA-BUBBLER

CORRESPONDENCE DATA

Fax Number: (714)840-5266
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7148400302

900155785

**TRADEMARK
 REEL: 004157 FRAME: 0492**

OP \$240.00 2648517

Email: ddawes@dawespatents.com
Correspondent Name: Daniel L. Dawes
Address Line 1: 5200 Warner Ave. Ste. 106
Address Line 4: Huntington Beach, CALIFORNIA 92649

ATTORNEY DOCKET NUMBER:	AQU1.GEN.01
NAME OF SUBMITTER:	Daniel L. Dawes
Signature:	/Daniel L. Dawes/
Date:	02/26/2010

Total Attachments: 9
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State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 8 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 02 2009

DEBRA BOWEN
Secretary of State

A0689775

EFFECTIVE
DATE
APR 01 2009

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

MAR 30 2009

AGREEMENT OF MERGER

BY AND AMONG

JAIN IRRIGATION, INC.,

a California corporation

AND

CHAPIN WATERMATICS, INC.,

a New York corporation

AND

CENTRAL VALLEY MANUFACTURING, INC.,

a California corporation

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (the "Agreement") is made by and among Jain Irrigation, Inc., a California corporation ("JII"), Chapin Watermatics, Inc., a New York corporation ("Chapin"), and Central Valley Manufacturing, Inc., a California corporation ("CVMI"), on the 30th day of March, 2009.

BACKGROUND INFORMATION

A. Jain (Americas) Inc., an Ohio corporation ("JAI"), formerly held 100% of the issued and outstanding capital stock of Chapin. Effective as of the Effective Date, JAI has made a capital contribution to Jain Irrigation Holdings Corporation, a Delaware corporation ("JIHC") and transferred all such Chapin capital stock to JIHC (the "Contribution").

B. As of the Effective Date and after consummation of the Contribution, JIHC holds 14,000 shares of common stock of Chapin, representing 100% of Chapin's issued and outstanding capital stock (the "Chapin Stock").

C. As of the Effective Date, JIHC holds 1,000 shares of common stock of JII, representing 100% of JII's issued and outstanding capital stock (the "JII Stock").

D. As of the Effective Date, JII holds 100 shares of the common stock of CVMI representing 100% of CVMI's issued and outstanding capital stock (the "CVMI Stock").

E. Section 1100 of the California Corporations Code ("CCC") and Section 907 of the New York Business Corporation Law ("NYBCL") permit the merger of a New York corporation with and into a California corporation.

PROVISIONS

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and provisions set forth herein, the parties hereto agree as follows:

1. The Merger. Subject to the terms and conditions of this Agreement and in accordance with the applicable provisions of the CCC and NYBCL, both Chapin and CVMI will be merged with and into JII (the "Merger") on the Effective Date (as defined in Section 6).

2. Cancellation of Stock. Each share of Chapin Stock shall, by virtue of the Merger and on the Effective Date, cease to exist and shall be cancelled without further consideration. Each share of CVMI Stock shall, by virtue of the Merger and on the Effective Date, cease to exist and shall be cancelled without further consideration.

3. Surviving Entity. Following the Merger, JII shall continue as the surviving entity ("Surviving Entity"), and the separate existence of both Chapin and CVMI shall cease. The Surviving Entity shall possess all the rights, privileges, immunities, powers, purchases and

franchises of JII, Chapin and CVMI, and shall be subject to all the liabilities of JII, Chapin and CVMI.

4. Directors and Officers. The directors and officers of JII shall be the directors and officers of the Surviving Entity.

5. Approval of Merger. As a condition to the consummation of the Merger, this Agreement has been submitted to the sole shareholder of Chapin for its adoption or rejection in the manner prescribed in Section 903 of the NYBCL and the sole shareholder of CVMI for its adoption or rejection in the manner prescribed in Section 1201(a) of the CCC. The approval of the shareholders of JII is not required pursuant to Section 1201(b) of the CCC. As a further condition to the consummation of the Merger, this Agreement has been submitted to the Directors of Chapin for their adoption or rejection as prescribed by Section 902 of the NYBCL and the Directors of JII and CVMI as prescribed by Section 1200 of the CCC.

6. Effective Date. Upon the filing of this Agreement and the Officers' Certificates/Certificates of Approval with the California Secretary of State, the Merger shall be effective as of the future effective date of April 1, 2009 at 12:01 a.m. (the "Effective Date").

7. Termination. The Board of Directors of any of the parties may, at its discretion and without further approval by the outstanding shares, abandon the Merger at any time prior to the Merger being effective.

8. Miscellaneous.

- (a) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.
- (b) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.
- (c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- (d) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- (e) Amendments and Waivers. The parties may mutually amend any provision of this Agreement at any time prior to the filing of the Certificates of Merger pursuant to Section 6 with the prior authorization of their Board of Directors or sole shareholder, as the case may be. No amendment of any provision of this

Agreement shall be valid unless the same shall be in writing and signed by all of the parties. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

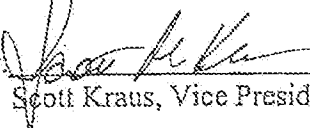
- (f) Severability. Any term or provision of this Agreement that is invalid or enforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

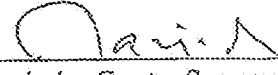
[signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the day and year first above written.

JII:

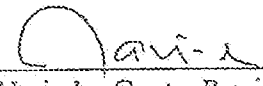
JAIN IRRIGATION, INC.,
a California corporation

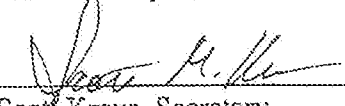
By: 
Scott Kraus, Vice President

By: 
Narinder Gupta, Secretary/Treasurer

CHAPIN:

CHAPIN WATERMATICS, INC.,
a New York corporation

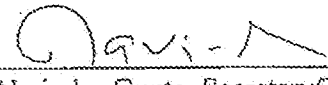
By: 
Narinder Gupta, President

By: 
Scott Kraus, Secretary

CVMI:

CENTRAL VALLEY MANUFACTURING,
INC.,
a California corporation

By: 
Scott Kraus, Vice President

By: 
Narinder Gupta, Secretary/Treasurer

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

March 30, 2009

Scott Kraus and Narinder Gupta hereby certify that:

- (1) They are the Vice President and Secretary, respectively, of Jain Irrigation, Inc., a California corporation (the "Corporation").
- (2) The Agreement of Merger in the form attached was duly approved by the sole director of the Corporation which equaled or exceeded the vote required. The approval of the shareholders of the Corporation was not required pursuant to Section 1201(b) of the California Corporations Code.
- (3) The sole shareholder of the Corporation, Jain Irrigation Holdings Corporation, a Delaware corporation (the "Sole Shareholder"), holds 1,000 shares of common stock of the Corporation, representing 100% of the issued and outstanding shares of the Corporation and 100% of the voting rights thereof. The Corporation is the surviving corporation. Immediately after the merger, the Sole Shareholder will hold 1,000 shares of common stock in the surviving corporation, representing 100% of the issued and outstanding shares and voting rights of the surviving corporation.
- (4) The shares of the surviving corporation will have the same rights, preferences, privileges and restrictions as the shares of the Corporation. The Articles of Incorporation of the Corporation shall be the Articles of Incorporation of the surviving corporation and will not be amended as a result of the merger. The Corporation is not a Close Corporation. There is no other surviving business entity in the merger of which the Sole Shareholder will receive interests. The Sole Shareholder will not become personally liable for any obligation of a party to the merger as a result of the merger.

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



Scott Kraus, Vice President



Narinder Gupta, Secretary

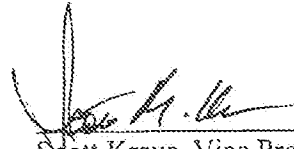
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

March 30, 2009

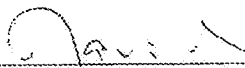
Scott Kraus and Narinder Gupta certify that:

- (1) They are the Vice President and Secretary, respectively, of Central Valley Manufacturing, Inc., a California corporation (the "Corporation").
- (2) The Agreement of Merger in the form attached was duly approved by the sole director and sole shareholder of the Corporation.
- (3) The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation.
- (4) There is only one class of shares, and the number of shares outstanding is 100.

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



Scott Kraus, Vice President



Narinder Gupta, Secretary

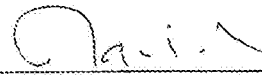
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

March 30, 2009

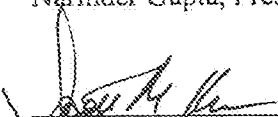
Narinder Gupta and Scott Kraus certify that:

- (1) They are the President and Secretary, respectively, of Chapin Watermatics, Inc., a New York corporation (the "Corporation").
- (2) The Agreement of Merger in the form attached was duly approved by the all of the directors and sole shareholder of the Corporation.
- (3) The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation.
- (4) There is only one class of shares, and the number of shares outstanding is 14,000.

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



Narinder Gupta, President



Scott Kraus, Secretary

