

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 7/31/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Sustainable Solutions, Inc.

2. Name and address of receiving party(ies)

Name: SSI Holdco, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 14, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Street Address: 300 S.E. 15th Street

City: Wagoner

State: OK

Country: USA Zip: 74467

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

SEE ATTACHED SHEET

SEE ATTACHED SHEET

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Wayne W. Rupert

Internal Address: _____

Street Address: 121 S.W. Salmon Street
Suite 1600

City: Portland

State: OR Zip: 97204

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 31

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-4550

Authorized User Name _____

9. Signature:

Wayne W. Rupert
Signature

July 1, 2008
Date

Wayne W. Rupert

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$1240.00 024550 60869737

RECORDATION FORM COVER SHEET – ATTACHMENT

Application and Patent NumbersPatent Applications

60/859,737
09/017,064
11/583,677
60/648,143
11/343,238
11/492,213
60/701,740
09/963,846
10/491,015
60/707,445
11/941,762
60/728,544
12/045,610
60/894,107
10/408,719
09/017,063
11/503,509
09/755,523
09/963,854
60/856,221

Patents

6,120,554
5,989,296
6,378,179

PCT/US06/40902
PCT/US2006/003254
PCT/US06/028689
PCT/US02/030561
PCT/US07/023093
PCT/US07/085002
PCT/US08/056441
PCT/US06/031533

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of November 14, 2006 (this "Agreement"), between Sustainable Solutions, Inc., an Oklahoma corporation ("Sustainable Solutions") and SSI Holdco, Inc., a Delaware corporation (the "Corporation").

WHEREAS, Sustainable Solutions has authorized capital stock, consisting of: (a) 10,000,000 shares of \$0.001 par value Common Stock, 1,000,000 shares of which are issued and outstanding (the "Sustainable Common Stock"); (b) 5,000,000 shares of \$0.001 par value Series A Convertible Preferred Stock, 1,420,000 shares of which are issued and outstanding (the "Series A Preferred Stock"), and (c) 8,000,000 shares of \$0.001 par value Series B Convertible Preferred Stock, 7,695,000 shares of which are issued and outstanding (the "Series B Preferred Stock");

WHEREAS, the Corporation has authorized capital stock, consisting of 42,000,000 shares of Common Stock, none of which are issued and outstanding; and

WHEREAS, the parties desire to merge Sustainable Solutions with and into the Corporation on the terms and conditions hereinafter set forth with the Corporation as the surviving corporation of the merger.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Merger. Subject to the terms and conditions hereof, and in accordance with the Delaware General Corporation Law (the "DGCL") and the Oklahoma General Corporation Act ("OGCA"), at the Effective Time (as defined in Section 2), Sustainable Solutions shall be merged with and into the Corporation, the separate existence of Sustainable Solutions shall cease, and the Corporation shall continue as the surviving corporation. The merger of Sustainable Solutions into the Corporation is hereinafter referred to as the "Merger".

SECTION 2. Effective Time. The Merger shall become effective upon the filing of the Agreement with the Secretary of State of Delaware and the Secretary of State of Oklahoma in accordance with the DGCL and IBCA (the "Effective Time").

SECTION 3. Effect of the Merger. The Merger will have the effects set forth in Section 258 of the DGCL and Section 1082 of the OGCA.

SECTION 4. Conversions of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the parties or the holders of any of the respective shares, the status of the shares of Sustainable Solutions and the Corporation shall be as follows:

(a) Sustainable Common Stock. The shares of Sustainable Common Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and converted solely into the right to receive at the Effective Time 1,022,127 shares of common stock of the Corporation.

(b) Series A Preferred Stock. The shares of Series A Preferred Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and converted solely into the right to receive at the Effective Time 1,458,613 shares of common stock of the Corporation.

(c) Series B Preferred Stock. The shares of Series B Preferred Stock issued and outstanding immediately prior to the Effective Time shall be cancelled and converted solely into the right to receive at the Effective Time 7,904,240 shares of common stock of the Corporation.

(d) Treasury Stock. Each share of stock of Sustainable Solutions held in the treasury of Sustainable Solutions will automatically be canceled and retired without any conversion thereof.

(e) Delivery of Certificates. Promptly after the Effective Time, each holder of certificate(s) evidencing shares of stock of Sustainable Solutions shall submit such certificate(s) to the Corporation, and upon receipt thereof, the Corporation shall issue a certificate for the appropriate number of shares of common stock of the Corporation. No share of Sustainable Solutions shall be deemed to be outstanding or to have any rights, including any rights to dividends or liquidation preferences, other than those set forth above in this Agreement after the Effective Time.

SECTION 5. Name; Certificate of Incorporation; By-laws; Directors and Officers; Address.

(a) At the Effective Time, the name of the surviving corporation shall be "SSI Holdco, Inc."

(b) At the Effective Time, the Certificate of Incorporation of the Corporation shall be the Certificate of Incorporation of the surviving corporation until thereafter amended in accordance with Delaware law.

(c) At the Effective Time, the By-laws of the Corporation shall be the By-laws of the surviving corporation until thereafter amended as provided therein and in accordance with Delaware law.

(d) At the Effective Time, the directors and officers of the Corporation shall be the directors and officers of the surviving corporation until their successors are duly elected and qualified in accordance with the By-laws and Delaware law.

(e) At the Effective Time, the street address of the surviving corporation shall be 300 SE 15th Street, Wagoner, Oklahoma 74467.

SECTION 6. Amendment. Except as prohibited by the DGCL and the OGCA, this Agreement may be amended by the board of directors of Sustainable Solutions and the Corporation at any time prior to the Effective Time.

SECTION 7. Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the board of directors of either Sustainable Solutions or the Corporation, notwithstanding the approval of this Agreement by the shareholders of Sustainable Solutions.

SECTION 8. Further Assurances. From time to time after the Effective Time, as and when required by the Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Sustainable Solutions such deeds and other instruments, and there shall be taken or caused to be taken by it, such further and other action as shall be necessary or appropriate in order to vest or perfect, or to confirm or record or otherwise, in Sustainable Solutions title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Sustainable Solutions and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Corporation are fully authorized in the name and on behalf of Sustainable Solutions or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby duly executed by the parties hereto on the date first above written.

SUSTAINABLE SOLUTIONS, INC.,
an Oklahoma corporation

By: [Signature]
Name: K. Joy Nunn
Title: President

SSI HOLDCO, Inc.,
a Delaware corporation

By: [Signature]
Name: K. Joy Nunn
Title: President

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