

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/10/2007

CONVEYING PARTY DATA

Name	Execution Date
LAYTON GEO-SCIENCE INC.	05/10/2007

RECEIVING PARTY DATA

Name:	TERRAGO TECHNOLOGIES, INC.
Street Address:	1600 PARKWOOD CIRCLE
Internal Address:	SUITE 300
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7562289

CORRESPONDENCE DATA

Fax Number: (404)365-9532
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4042337000
 Email: ipdocket@mmmlaw.com
 Correspondent Name: MORRIS MANNING MARTIN LLP
 Address Line 1: 3343 PEACHTREE ROAD NE
 Address Line 2: 1600 ATLANTA FINANCIAL CENTER
 Address Line 4: ATLANTA, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	23451-76198
NAME OF SUBMITTER:	Daniel E. Sineway

Total Attachments: 8

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**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)

LAYTON GEO-SCIENCE INC.

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

2. Name and address of receiving party(ies)

Name: TERRAGO TECHNOLOGIES, INC.

Internal Address: Suite 300

Street Address: 1600 Parkwood Circle

City: Atlanta

State: GEORGIA

Country: U.S. Zip: 30339

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

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

Execution Date(s) MAY 10, 2007

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

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)

7,562,289

Additional numbers attached? Yes No

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

Name: MORRIS MANNING MARTIN LLP

Internal Address: 1600 Atlanta Financial Center

Street Address: 3343 Peachtree Road NE

City: Atlanta

State: GA Zip: 30326

Phone Number: 404-233-7000

Fax Number: 404-365-9532

Email Address: ipdocket@mmmlaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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

8. Payment Information

Deposit Account Number 503537

Authorized User Name Daniel E. Sineway

9. Signature:

/Daniel E. Sineway/
Signature

JANUARY 4, 2011
Date

Daniel E. Sineway
Name of Person Signing

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

8

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

AGREEMENT AND PLAN OF MERGER
OF
LAYTON GEO-SCIENCE INC., a Georgia corporation,
with and into
TERRAGO TECHNOLOGIES, INC., a Delaware corporation

I.
NAMES

The names of the corporations planning to merge are Layton Geo-Science Inc., a corporation for profit organized under the laws of the State of Georgia ("Layton"), and TerraGo Technologies, Inc., a corporation for profit organized under the laws of the State of Delaware ("TerraGo").

II.
MERGER

Layton and TerraGo shall, pursuant to the provisions of the Georgia Business Corporation Code (the "Code") and the Delaware General Corporation Law (the "Law"), be merged (the "Merger") with and into a single corporation, to wit, TerraGo, which shall be the surviving corporation when the merger takes effect (the "Effective Time") and which is sometimes hereinafter referred to as the "Surviving Corporation", and which shall continue to exist as the Surviving Corporation under the name "TerraGo Technologies, Inc." pursuant to the provisions of the Law. The separate existence of Layton, which is sometimes hereinafter referred to as the "Terminating Corporation", shall cease as of the Effective Time of the Merger in accordance with the provisions of the Code. It is the parties' intention that the Merger be deemed a reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code.

III.
CERTIFICATE OF INCORPORATION

The Certificate of Incorporation of the Surviving Corporation (the "Certificate of Incorporation") as in effect immediately before the Effective Time of the Merger shall be the Certificate of Incorporation of the Surviving Corporation and shall continue to be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law or such Certificate of Incorporation.

IV.
BYLAWS

The Bylaws of the Surviving Corporation as in effect immediately before the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation and shall continue to be the Bylaws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation or such Bylaws.

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V.
DIRECTORS AND OFFICERS

The directors and officers of the Surviving Corporation in office immediately before the Effective Time of the Merger shall continue to be the directors and officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated by law or in accordance with the Bylaws of the Surviving Corporation.

VI.
SHARES

The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares of the Surviving Corporation shall be as follows:

(a) Every 1 share of common stock of the Terminating Corporation, and any and all options, warrants, or other securities convertible or exercisable therefore, which shall be outstanding as of the Effective Time of the Merger, and all rights in respect thereto, shall forthwith be changed and converted into 1 fully paid and non-assessable share of common stock, option, warrant, other securities convertible or exercisable therefore of the Surviving Corporation.

(b) After the Effective Time, each holder of an outstanding certificate representing shares of common stock of the Terminating Corporation shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the Surviving Corporation on the basis provided herein. Until so surrendered, the outstanding shares of stock of the Terminating Corporation to be converted into the stock of the Surviving Corporation as provided herein may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place.

(c) After the Effective Time, each holder of an outstanding option agreement or warrant representing options or warrants of the Terminating Corporation shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of options or warrants of the Surviving Corporation on the basis provided herein. Until so surrendered, the outstanding options or warrants of the Terminating Corporation to be converted into options or warrants of the Surviving Corporation as provided herein may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of options or warrants of the Surviving Corporation as though said surrender and exchange had taken place.

(d) On and after the Effective Time, the holders of certificates representing common stock of the Terminating Corporation outstanding prior to the Effective Time shall cease to have any rights with respect to such stock, and their sole rights shall be with respect to the common stock of the Surviving Corporation into which their shares shall have converted, irrespective of

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whether or not such holder has surrendered his stock certificate for exchange as described above. Upon the Effective Time, the stock transfer books of the Terminating Corporation shall be closed and no transfer of shares of the capital stock of the Terminating Corporation outstanding immediately prior to the Effective Date shall thereafter be made or consummated.

(e) The one share of Common Stock of the Surviving Corporation outstanding immediately prior to the Effective Time of the Merger that is owned by the Terminating Corporation shall be extinguished and cancelled as of the Effective Time of the Merger and shall resume the status of an authorized and unissued share of common stock of the Surviving Corporation.

VII. TRANSFER OF RIGHTS

Upon the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Terminating Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights and every other interest of the Surviving Corporation and the Terminating Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Terminating Corporation, respectively. All transfers vesting in the Surviving Corporation referred to herein shall be deemed to occur by operation of law and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required in the event of a merger or consolidation by law or express provision of any contract, agreement, decree, order or other instrument to which either or both of the parties hereto is a party or bound. The employees and agents of the Terminating Corporation shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of the terminating Corporation. The Terminating Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Terminating Corporation acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the Terminating Corporation and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Terminating Corporation or otherwise to take any and all such action.

VIII. EFFECTIVE TIME OF MERGER

The Merger shall take effect when (i) the Certificate of Merger is filed with the Secretary of State of Georgia and (ii) the Certificate of Merger is filed with the Secretary of State of Delaware.

IX.

GENERAL AUTHORITY OF DIRECTORS AND OFFICERS

The Board of Directors and the officers of the Terminating Corporation and the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or the Merger.

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IN WITNESS WHEREOF, the undersigned duly authorized officers of Layton and TerraGo do hereby execute this Agreement and Plan of Merger as of the 10th day of May, 2007.

LAYTON GEO-SCIENCE INC.,
a Georgia corporation

By: James C Davis
Name: James C Davis
Title: Pres & CEO

TERRAGO TECHNOLOGIES, INC.,
a Delaware corporation

By: James C Davis
Name: James C Davis
Title: Pres & CEO

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UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF
LAYTON GEO-SCIENCE INC.
(a Georgia corporation)

The undersigned, constituting all of the members of the board of directors (the "Directors") of Layton Geo-Science Inc., a Georgia corporation (the "Company"), pursuant to Section 14-2-821 of the Georgia Business Corporation Code (the "Code"), hereby take the following actions in writing, which will have the same effect as if properly adopted at a formal meeting, duly called and convened, and direct that this unanimous consent be placed in the minute book of the Company:

WHEREAS, the Directors have reviewed a proposed Agreement and Plan of Merger of the Company (the "Merger Agreement") and intend to submit the Merger Agreement to the shareholders of the Company (the "Shareholders");

WHEREAS, pursuant to the Merger Agreement, the Company would be merged with and into TerraGo Technologies, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("TerraGo"), with TerraGo being the surviving corporation (the "Merger"); and

WHEREAS, subject to the approval of the Shareholders, the Directors deem it advisable and in the best interest of the Company to effect the Merger pursuant to the terms and conditions set forth in the Merger Agreement.

NOW, THEREFORE, BE IT RESOLVED that, subject to the approval of the Shareholders, the Merger Agreement be, and it hereby is, approved and adopted substantially in the form attached hereto as Exhibit A, and that the Directors recommend that Shareholders approve the Merger.

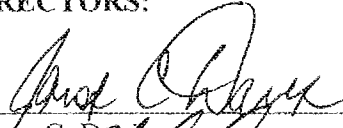
FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, empowered and directed: (i) to execute and deliver the Merger Agreement in substantially the form attached hereto as Exhibit A, with such changes thereto as they deem necessary or advisable; and (ii) to execute and file with the Secretary of the State of Georgia and/or the Secretary of the State of Delaware any and all documents and instruments required in connection with the consummation of the Merger, including, but not limited to, the Certificate of Merger.

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and directed to take any and all actions, execute any and all documents, agreements, and instruments, make any and all filings and expenditures and take any and all steps deemed by them to be necessary, desirable or appropriate in order to carry out the purpose and intent of and to consummate any of the actions contemplated by any of the foregoing resolutions in the name of and on behalf of the Company.

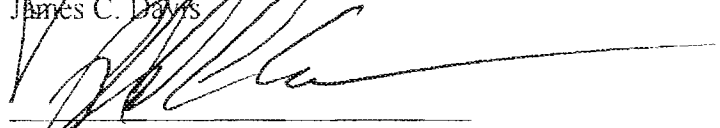
[Signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this unanimous consent of the Directors on this 10th day of May, 2007.

DIRECTORS:



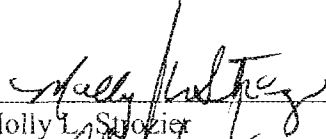
James C. Davis



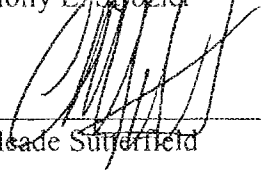
Philip G. Lee



C. Benny Strozier



Molly L. Strozier



Meade Sutherland