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07-29-1998

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RSHEET LY JUL 27 1998 attached original documents or copy thereof.

To the Honorable Commissioner c

100780304

MICRO 7-27-98

1. Name of conveying party(ies):

Beatrice Company

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: August 14, 1990

2. Name and address of receiving party(ies)

Name: Beatrice Company

Internal Address: One Central Park Plaza Street Address: City: Omaha State: NE ZIP: 68102

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

178,644 1,115,738 1,115,777 1,374,094 1,374,095 1,395,942

Additional numbers attached? Yes No

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

Name: Patrick C. Stephenson

Internal Address: McGrath, North, Mullin & Kratz, P.C.

Street Address: Suite 1400 222 South 15th Street

City: Omaha State: NE ZIP: 68102

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/28/1998 DNGUYEN 00000287 178644

DO NOT USE THIS SPACE

01 FC:481 40.00 DP 02 FC:482 125.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patrick C. Stephenson Name of Person Signing

Signature

Date

7-21-98

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

State of Delaware

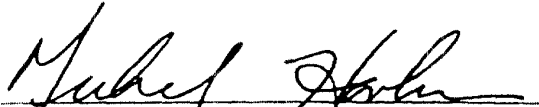


Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO
HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE
OF MERGER OF "BEATRICE COMPANY", MERGING WITH AND INTO "CAGSUP, INC.",
UNDER THE NAME OF "BEATRICE COMPANY", AS RECEIVED AND FILED IN THIS OFFICE
THE FOURTEENTH DAY OF AUGUST, A.D. 1990, AT 1:41 O'CLOCK P.M.



730226046


Michael Harkins, Secretary of State

AUTHENTICATION: 2760856

DATE: 08/14/1990

TRADEMARK
REEL: 1760 FRAME: 0550

CERTIFICATE OF MERGER

OF

BEATRICE COMPANY

INTO

CAGSUB, INC.

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("DGCL"),

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

Name	State of Incorporation	
Beatrice Company	Delaware	13-3327481
CAGSUB, Inc.	Delaware	17-0737263

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware, and the Agreement and Plan of Merger was adopted by unanimous written consent of the stockholders of Beatrice Company and CAGSUB, Inc. in accordance with Section 228 of the DGCL.

THIRD: CAGSUB, Inc. shall be the surviving corporation of the merger (the "Surviving Corporation"). As a result of the merger, the name of the Surviving Corporation shall be changed to "Beatrice Company."

FOURTH: That the certificate of incorporation of CAGSUB, Inc. shall be the certificate of incorporation of the Surviving Corporation, subject to the following amendments:

1. Article I shall be amended to read as follows:
"The name of the corporation is Beatrice Company."
2. Article VIII shall be deleted in its entirety and the following substituted therefor:

"ARTICLE VIII

INDEMNIFICATION

Section 1

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, excepted for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 of the Delaware General Corporation Law; or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

Section 2

(a) RIGHT OF INDEMNIFICATION. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or employee of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "Indemnitee"), whether the basis for such

proceeding is alleged action in an official capacity as a director, officer, employee or agent in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights), against all expense, liability and loss (including attorneys' fees, judgment, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; PROVIDED, HOWEVER, that except as provided in Paragraph (b) hereof with respect to proceedings to enforce rights to indemnification, this corporation shall indemnify any such Indemnitee in connection with a proceeding (or part thereof) initiated by such Indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred by this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "Advancement of Expenses"); PROVIDED, HOWEVER, that if the Delaware General Corporation Law requires, an Advancement of Expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise (hereinafter an "Undertaking").

(b) RIGHT OF INDEMNITEE TO BRING SUIT. If a claim under Paragraph (a) of this Section is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be twenty (20) days, the Indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an Advancement of Expenses) it shall be a defense of the corporation that the Indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. In any suit by the corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, it shall be a defense of the Indemnitee that the Indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstance because the Indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct, or in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by the Indemnitee to enforce a right hereunder, or by the corporation to recover an amount of expenses pursuant to the terms of an Undertaking, the burden of proving that the Indemnitee is not

entitled to be indemnified or to such Advancement of Expenses under this Section or otherwise shall be on the corporation.

(c) NON-EXCLUSIVITY OF RIGHTS. The right to indemnification and to the Advancement of Expenses conferred in this Section shall not be exclusive if any other right which any person may have or hereafter acquire under any statute, this Amended and Restated Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

(d) INSURANCE. The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or other corporation, partnership joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

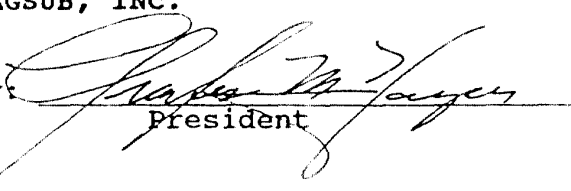
(e) INDEMNIFICATION OF AGENTS OF CORPORATION. The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the Advancement of Expenses, to any agent of the Corporation to the fullest extent of the provisions of this Section with respect to the indemnification and Advancement of Expenses of directors, officers and employees of the Corporation.*

FIFTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation is One Central Park Plaza, Omaha, Nebraska 68102.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

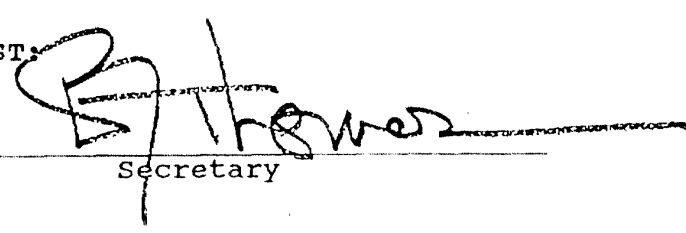
CAGSUB, INC.

By:


President

ATTEST:

By:


Secretary