

8-6-98



100790179

original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Universal Flavors USA, Incorporated

- Individual(s)
- General Partnership
- Corporation-State - Indiana
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: September 30, 1995

2. Name and address of receiving party(ies)

Name: Universal Flavor Corporation

Internal Address:

Street Address: 5600 W. Raymond Street

City: Indianapolis State: IN ZIP: 46242

- 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)

1,795,190

Additional numbers attached?  Yes  No

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

Name: Lynn B. Wisser

Internal Address:

Dean Foods Company

Street Address: 3600 N. River Road

City: Franklin Park State: IL ZIP: 60131

08/10/1998 DNGUYEN 00000094 1795190

6. Total number of applications and registrations involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

402

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.

Lynn B. Wisser

Name of Person Signing

*Lynn B Wisser*  
Signature

7-30-98

Date

Total number of pages including cover sheet, attachments, and document: 8



the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of Universal Flavor Corporation at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, said Universal Flavor Corporation has caused this Certificate to be signed by Stephen C. Raymonds, its Vice President, this 23<sup>rd</sup> day of AUGUST, 1995.



Stephen C. Raymonds

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By: Vice President

**AGREEMENT AND PLAN OF MERGER**

**OF**

**UNIVERSAL FLAVORS - U.S.A., INCORPORATED**  
**(An Indiana Corporation)**

**INTO**

**UNIVERSAL FLAVOR CORPORATION**  
**(A Delaware Corporation)**

AGREEMENT AND PLAN OF MERGER, made and entered into this 15th day of August, 1995, by and between Universal Flavor Corporation, a Delaware corporation (hereinafter the "Surviving Corporation") and Universal Flavors - U.S.A., Incorporated, an Indiana corporation, (hereinafter the "Subsidiary Corporation").

**RECITALS**

A. The Surviving Corporation is a corporation organized and existing pursuant to the laws of the State of Delaware, and the Subsidiary Corporation is a corporation organized and existing under the laws of the State of Indiana.

B. The Surviving Corporation is the record and beneficial owner of one hundred percent (100%) of the issued and outstanding capital stock of the Subsidiary Corporation.

C. The Boards of Directors of the Surviving and Subsidiary Corporations have determined it to be in the best interests of said corporations to merge the Subsidiary Corporation with and into the Surviving Corporation, pursuant to the applicable provisions of the Delaware General Corporation Law.

NOW, THEREFORE, pursuant to and in accordance with the Delaware General Corporation Law, the parties hereby enter into this Agreement and Plan of Merger and agree that the Subsidiary corporation shall be merged with and into the Surviving Corporation, on the following terms and conditions:

ARTICLE I: Parties to the Merger.

The Subsidiary Corporation is Universal Flavors- U.S.A., Incorporated, an Indiana corporation.

The Surviving Corporation is Universal Flavor Corporation, a Delaware corporation.

The Surviving Corporation and the Subsidiary Corporation are sometimes hereinafter referred to collectively as the "Constituent Corporations."

ARTICLE II: Merger; Surrender of Shares.

On the Effective Date (as hereinafter defined), the Subsidiary Corporation shall be merged into the Surviving Corporation. The shares of the Subsidiary Corporation owned by the Surviving Corporation shall be surrendered to the Subsidiary Corporation, as of the Effective Date of the merger, for cancellation in consideration of the transfer of the assets of the Subsidiary Corporation to the Surviving Corporation and its assumption of the liabilities and obligations of the Subsidiary Corporation.

ARTICLE III: Officers and Directors

The officers and directors of the Surviving Corporation on the Effective Date of the merger shall be and continue to be the officers and directors of the Surviving Corporation thereafter, until their successors are duly appointed or elected.

ARTICLE IV: Articles of Incorporation and By-Laws

Upon the merger's becoming effective, the Articles of Incorporation and the By-Laws of the Surviving Corporation as they exist immediately prior to the merger shall remain in effect as the Articles of Incorporation and By-Laws of the Surviving Corporation thereafter, unaffected by the merger.

ARTICLE V: Effect of Merger

Upon the merger's becoming effective, the Subsidiary Corporation shall be merged into the Surviving Corporation, which shall continue its corporate existence under the laws of the State of Delaware. The separate existence and corporate organization of the Subsidiary Corporation shall cease upon the effectiveness of the merger, and the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choices in action, and all and every other interest of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or be in any way impaired by reason of such merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claims existing or action or proceeding pending by or against the Constituent Corporations may be prosecuted to judgment as if such merger had not taken place. Neither the rights of creditors nor any liens upon the property

or either Constituent Corporation shall be impaired by the merger.

ARTICLE VI: Effective Date.

The merger shall be effective as of the close of business on the 30th day of September, 1995 ("Effective Date").

ARTICLE VII: Abandonment.

This Plan of Merger and the Merger herein contemplated may be abandoned, upon the mutual agreement of the parties, at any time prior to the Effective Date.

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