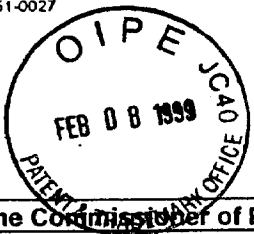


2.8.99

02-11-1999



100963929

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12/28/95

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/11/1999 JSHABAZZ 00000025 1357054

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1852 FRAME: 0858

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,357,054"/>	<input type="text" value="1,359,507"/>	<input type="text" value="1,750,309"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,376,135"/>	<input type="text" value="1,374,929"/>	<input type="text" value="1,377,458"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,584,920"/>	<input type="text" value="1,463,789"/>	<input type="text" value="1,755,586"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Shelley J. Safer

Name of Person Signing

Shelley J. Safer

Signature

February 2, 1999

Date Signed

DEC 29 12:00PM
152261 EXPED 25 25.00

ARTICLES OF MERGER

DEC 29 12:00PM
6
152263 CORP-MI 100.00

Merging
Scott's, Inc. 01 5043248
(A Wisconsin Corporation)
With and Into
The Wisconsin Cheeseman, Inc. 01 1W08012
(A Wisconsin Corporation)

Pursuant to the provisions of Section 180.1101 of the Wisconsin Statutes, Scott's, Inc. and The Wisconsin Cheeseman, Inc. hereby execute the following Articles of Merger:

FIRST: The name and state of incorporation of each of the corporations proposing to merge are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
Scott's, Inc.	Wisconsin
The Wisconsin Cheeseman, Inc.	Wisconsin

SECOND: The name of the surviving corporation is The Wisconsin Cheeseman, Inc.

THIRD: The plan of merger (the "Plan of Merger") is set forth in the Agreement and Plan of Merger by and between Scott's, Inc. and The Wisconsin Cheeseman, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein and made a part hereof by this reference.

FOURTH: The Plan of Merger was approved in accordance with Section 180.1103 of the Wisconsin Statutes.

FIFTH: These Articles of Merger shall be effective, and the merger shall take effect upon the later of (a) 12:01 a.m., Central Standard Time, January 1, 1996, or (b) the date and time of the filing of these Articles of Merger with the office of the Wisconsin Secretary of State.

WISCONSIN
STATE

15 DEC 28

IN WITNESS WHEREOF, each of the merging corporations has caused these Articles of Merger to be executed in its name by its duly authorized officers, as of the 28th day of December, 1995.

SCOTT'S, INC.
a Wisconsin corporation

By: Holly L. Cremer
Holly L. Cremer, President

Attest: Bonnie C. Laviron
Bonnie C. Laviron, Vice President

THE WISCONSIN CHEESEMAN, INC.
a Wisconsin corporation

By: Martin D. Sanderson, Jr.
Martin D. Sanderson, Jr., President

Attest: Holly L. Cremer
Holly L. Cremer, Secretary

This document was drafted
by Robert J. Schwab

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of the 27th day of December, 1995, by and between SCOTT'S, INC., a Wisconsin corporation (the "Merging Corporation"), and THE WISCONSIN CHEESEMAN, INC., a Wisconsin corporation (the "Surviving Corporation"). The Merging Corporation and the Surviving Corporation are sometimes collectively referred to herein as the "Constituent Corporations."

RECITALS

WHEREAS, the Merging Corporation has authorized capital consisting of 9,000 shares of common stock, no par value ("Scott's Common Stock"), of which 300 shares are issued and outstanding as of the date hereof; and

WHEREAS, the Surviving Corporation has authorized capital consisting of 5,000 shares of Class A Voting Common Stock, without par value ("Wisconsin Cheeseman Class A Common Stock"), of which 4,758 shares are issued and outstanding as of the date hereof, 60,000 shares of Class B Nonvoting Common Stock, without par value ("Wisconsin Cheeseman Class B Common Stock"), of which 42,822 shares are issued and outstanding as of the date hereof, and 15,000 shares of 9% Cumulative Preferred Stock, par value of \$100 per share ("Wisconsin Cheeseman Preferred Stock"), of which 12,480 shares are issued and outstanding as of the date hereof;

WHEREAS, the Constituent Corporations have determined it to be advisable for the Merging Corporation to merge with and into the Surviving Corporation (the "Merger") pursuant to the applicable provisions of the Wisconsin Business Corporation Law (the "WBCL") and Section 368(a) of the Internal Revenue Code of 1986, as amended, on the terms hereinafter set forth, and the boards of directors of the Constituent Corporations have approved this Agreement and Plan of Merger and authorized the execution hereof;

NOW, THEREFORE, the Constituent Corporations, in consideration of the premises and the mutual provisions, agreements and covenants herein contained and in accordance with the WBCL, subject to the approval of the shareholders of the Constituent Corporations, hereby agree as follows:

1. The Merger. Effective upon the later of (a) 12:01 a.m., Central Standard Time, January 1, 1996, or (b) the date and time of the filing of Articles of Merger with the office of the Wisconsin Secretary of State (the "Effective Time"), the Merging Corporation shall be merged into the Surviving Corporation.

2. Conversion of Securities. As of the Effective Time, by virtue of the Merger and without any action on the part of either Constituent Corporation or the holder of any of the following securities:

EXHIBIT A

(a) Each issued and outstanding share of Scott's Common Stock shall be converted into 57 shares of validly issued, fully paid and non-assessable (except as may be provided under Section 180.0622(2)(b) of the WBCL) Wisconsin Cheeseman Class B Common Stock.

(b) Each share of Wisconsin Cheeseman Class A Common Stock, Wisconsin Cheeseman Class B Common Stock and Wisconsin Cheeseman Preferred Stock issued and outstanding immediately prior thereto shall remain outstanding and shall continue as one share of Wisconsin Cheeseman Class A Common Stock, Wisconsin Cheeseman Class B Common Stock or Wisconsin Cheeseman Preferred Stock, as the case may be, and each certificate evidencing ownership of any such shares shall continue to evidence ownership of the same number of shares.

3. Effect of the Merger. As of the Effective Time, the separate existence and corporate organization of the Merging Corporation shall cease 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, intellectual, and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses 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 intellectual property, or any interest therein, vested in the Constituent Corporations shall not revert or be impaired by reason of the 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 the Merger had not taken place. Neither the rights of creditors nor any liens upon the property of either Constituent Corporation shall be impaired by the Merger.

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

5. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of the Surviving Corporation as they exist immediately prior to the Merger shall remain in effect as the Articles of Incorporation and the Bylaws of the Surviving Corporation thereafter, unaffected by the Merger.

6. Shareholder Approval. This Agreement and Plan of Merger shall be submitted to the shareholders of the Constituent Corporations in accordance with the applicable provisions of the WBCL, and the consummation of this Agreement and Plan of Merger and the Merger is conditioned upon the approval hereof by the shareholders of the Constituent Corporations as provided by the WBCL.

7. Counterparts. This Agreement and Plan of Merger may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Abandonment. This Agreement and the Plan of Merger and the Merger may be abandoned, amended, modified or supplemented at any time (before or after shareholder approval) prior to the Effective Time with the mutual consent of the boards of directors of the Constituent Corporations.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement and Plan of Merger to be executed in its name by its duly authorized officers, as of the date first above written. *SB*

SCOTT'S, INC.
a Wisconsin corporation

By: *Holly L. Cremer*
Holly L. Cremer, President

Attest: *Bonnie C. Laviron*
Bonnie C. Laviron, Vice President

THE WISCONSIN CHEESEMAN, INC.
a Wisconsin corporation

By: *Merlin D. Sanderson, Jr.*
Merlin D. Sanderson, Jr., President

Attest: *Holly L. Cremer*
Holly L. Cremer, Secretary