

12-17-1999

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027



101225655

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OFFICE OF TRADEMARKS

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12.6.99

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

Name PROVIMI LAMB CORPORATION

12011993

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization WISCONSIN

Receiving Party

Mark if additional names of receiving parties attached

Name PROVIMI VEAL CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) W2103 COUNTY ROAD VV

Address (line 2) _____

Address (line 3) SEYMOUR

WISCONSIN

54165

City

State/Country

Zip Code

- 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 WISCONSIN

12/17/1999 TTDH1 00000110 1141443

FOR OFFICE USE ONLY

01 FC:401

(40.00 DP)

Public burden reporting for this collection of information is estimated to average approximately 20 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 Practice. 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: 002000 FRAME: 0118

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="1141443"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Aat Groenevelt, President  11/24/1999

Name of Person Signing Signature Date Signed

ARTICLES OF MERGER
OF
PROVIMI LAMB CORPORATION
AND
PROVIMI VEAL CORPORATION

1. The plan of merger is set forth in the attached Agreement and Plan of Merger ("Plan of Merger") between PROVIMI LAMB CORPORATION and PROVIMI VEAL CORPORATION dated December 1, 1993.

2. The Plan of Merger was approved in accordance with Section 180.1104 of the Wisconsin Business Corporation Law.

3. The effective date and time of these Articles of Merger and the merger itself shall be 11:59 P.M., Central Daylight Time, on December 31, 1993.

IN WITNESS WHEREOF, these Articles of Merger have been executed by the Presidents of Provimi Lamb Corporation and Provimi Veal Corporation, respectively, this 1st day of December, 1993.

STATE OF WISCONSIN
FILED
DEC. 17 1993
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

PROVIMI LAMB CORPORATION

BY: *Aat Groenevelt*

Aat Groenevelt, President

PROVIMI VEAL CORPORATION

BY: *Aat Groenevelt*

Aat Groenevelt, President

This instrument was drafted by
Thomas P. Shannon, Attorney-at-Law

TRADEMARK
REEL: 002000 FRAME: 0120

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated this 1st day of December, 1993, by and between PROVIMI LAMB CORPORATION, a Wisconsin corporation ("PLC" or "Surviving Corporation"), and PROVIMI VEAL CORPORATION, a Wisconsin corporation ("PVC"), PVC and PLC being sometimes collectively referred to herein as the "Constituent Corporations."

WHEREAS, PVC is a corporation duly organized and existing under the laws of the State of Wisconsin, with authorized capital stock of 12,000 shares of common stock without par value, of which 9,295 shares are issued and outstanding; and

WHEREAS, PLC is a corporation organized and existing under the laws of the State of Wisconsin, with authorized capital stock of 56,000 shares of common stock, par value \$1.00 per share, of which 100 shares of common stock are issued and outstanding and owned by PVC; and

WHEREAS, PVC and PLC deem it advisable that PVC merge into PLC pursuant to this Agreement and the applicable laws of the State of Wisconsin;

NOW, THEREFORE, the parties agree that PVC shall be merged into PLC on the following terms and conditions:

1. The Merger. At the effective time of the merger, the separate existence of PVC shall cease, and PVC

TRADEMARK
REEL: 002000 FRAME: 0121

shall be merged with and into PLC which shall continue its corporate existence and be the corporation surviving the merger. The merger shall be effective at 11:59 P.M., Central Daylight Time, on December 31, 1993.

2. Articles of Incorporation and Bylaws. The Articles of Incorporation of PLC at the effective time of the merger shall become and continue to be the Articles of Incorporation of the Surviving Corporation until changed as provided by law.

At the effective time of the merger, Article I of the Articles of Incorporation of Provimi Lamb Corporation shall be amended in its entirety to read as follows:

"ARTICLE I. NAME

The name of the corporation shall be: PROVIMI LAMB CORPORATION.

The Bylaws of PLC at the effective time of the merger shall become and continue to be the Bylaws of the Surviving Corporation until altered or amended in accordance with the provisions thereof.

3. Directors and Officers. The directors and officers of PLC at the effective time of the merger shall become and continue to be the directors and officers of the Surviving Corporation until their successors are chosen.

4. Terms of Conversion of Shares. The mode of

carrying into effect the merger provided in this Agreement and the manner and basis of converting the shares of PLC and PVC are as follows:

(a) Each share of common stock of PLC outstanding immediately prior to the effective time of the merger shall be surrendered, cancelled and returned to the status of authorized and unissued shares of common stock.

(b) At the effective time of the merger, each share of common stock, without par value, of PVC shall be exchanged and converted into and become one share of fully paid and nonassessable common stock, \$1.00 par value, of PLC.

5. Exchange of Stock Certificates. Each holder of outstanding common stock of PVC, upon surrender to the surviving Corporation of one or more stock certificates for common stock of PVC, for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of common stock of PLC into which the common stock of PVC so surrendered shall have been converted as aforesaid. All stockholders of PVC receiving shares of PLC stock shall furnish PLC with a written investment representation, and the certificates representing such stock shall bear a legend restricting transfer other than in compliance with applicable securities laws.

5. Rights and Liabilities of the Constituent Corporations. At the effective time of the merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all rights, privileges, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, for stock subscriptions as well as for all other things in action or belonging to each of said corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, and interests shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of said Constituent Corporations respectively shall henceforth attach to the Surviving Corporation and may be

enforced against it to the same extent as if said debts, liabilities and duties have been incurred or contracted by the Surviving Corporation.

7. Further Assurances. Each Constituent Corporation agrees that, from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as the Surviving Corporation may deem necessary or desirable, in order more fully to vest in and confirm to the Surviving Corporation title to and possession of all said property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed, on the day and year first above written.

PROVIMI MEAL CORPORATION

PROVIMI LAMB CORPORATION

BY: [Signature]
At Groenevelt,
President

BY: [Signature]
At Groenevelt,
President

This instrument was drafted by:
Thomas P. Shannon, Esq.
Fox, Carpenter, O'Neill & Shannon, S.C.
502 N. Water Street
Milwaukee, WI 53202
414-271-3939

STATE OF WISCONSIN
FILED
DEC 17 1993
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

RECORDED: 12/06/1999

TRADEMARK
REEL: 002000 FRAME: 0125