

12-17-1999

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U.S. Department of Commerce
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RECORDATION FORM COVER SHEET

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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 ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name PROVIMI, INC.

04071993

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

City

WISCONSIN

State/Country

54165

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Association
- ☒ Corporation ☐ Association
- ☐ Other

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.)

☒ Citizenship/State of Incorporation/Organization WISCONSIN

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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 fee:

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

Name of Person Signing

Signature

11/24/1999

Date Signed

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ARTICLES OF MERGER

OF

PROVIMI, INC.

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, INC. and PROVIMI VEAL CORPORATION dated April 7, 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. on June 30, 1993.

IN WITNESS WHEREOF, these Articles of Merger have been executed by the Presidents of Provimi, Inc. and Provimi Veal Corporation, respectively, this 7th day of April, 1993.

PROVIMI, INC.

BY: 
Aat Groenevelt, President

PROVIMI VEAL CORPORATION

BY: 
Aat Groenevelt, President

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

STATE OF WISCONSIN
FILED

APR 10 1993

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated this 7th day of April, 1993, by and between PROVIMI VEAL CORPORATION, a Wisconsin corporation ("PVC" or "Surviving Corporation"), and PROVIMI, INC., a Wisconsin corporation ("Provimi"), PVC and Provimi 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 2,500 shares of common stock without par value, of which 600 shares are issued and outstanding and owned by Provimi; and

WHEREAS, Provimi is a corporation organized and existing under the laws of the State of Wisconsin, with authorized capital stock of 20,000 shares of common stock without par value, of which 9,295 shares of common stock are issued and outstanding; and

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

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

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

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Provimi shall be merged with and into PVC which shall continue its corporate existence and be the corporation surviving the merger. The merger shall be effective at 11:59 P.M. on June 30, 1993.

2. Articles of Incorporation and Bylaws. The Articles of Incorporation of PVC 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 IV of the Articles of Incorporation of Provimi Veal Corporation shall be amended in its entirety to read as follows:

"ARTICLE IV. CAPITAL STOCK

The authorized capital stock in the corporation shall be 12,000 shares of common stock without par value."

The Bylaws of PVC 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 PVC 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 Provimi and PVC are as follows:

(a) Each share of common stock of PVC 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 Provimi shall be exchanged and converted into and become one share of fully paid and nonassessable common stock, without par value, of PVC.

5. Exchange of Stock Certificates. Each holder of outstanding common stock of Provimi, upon surrender to the Surviving Corporation of one or more stock certificates for common stock of Provimi for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of common stock of PVC into which the common stock of Provimi so surrendered shall have been converted as aforesaid. All stockholders of Provimi receiving shares of PVC stock shall furnish PVC 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.

6. 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 thenceforth 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 VEAL CORPORATION

BY: 

Aat Groenevelt,
President

PROVIMI, INC.

BY: 

Aat Groenevelt,
President

This instrument was drafted by:
Thomas P. Shannon, Esq.
Fox, Carpenter, O'Neill & Shannon, S.C.
622 N. Water Street
Milwaukee, WI 53202
(414) 273-3939

STATE OF WISCONSIN
FILED

APR 19 1993

DOUGLAS LA FOLLETTE
SECRETARY OF STATE

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RECORDED: 12/06/1999

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