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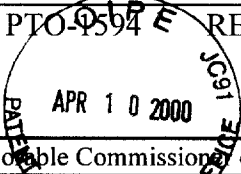
Form PTO-9594 RECORD



U.S. Department of Commerce
Patent and Trademark Office

TRA

101343733



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Ingredient Technology Corporation
 Individual(s) Association
 General Partnership Limited
 Corporation-State (DE) Partnership
 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 15, 1999

2. Name and address of receiving party(ies):
 Name: Chr. Hansen, Inc.
 Internal Address:
 Street Address: 9015 W. Maple Street
 City: Milwaukee State: WI Zip: 53214
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State (WI)
 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 names(s) & address(es) attached?
 Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional numbers attached?

B. Trademark registration No.(s)
 701,480 (DRI-FOND)

Yes No

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

Kristine M. Strodthoff
 Godfrey & Kahn, S.C.
 780 N. Water Street
 Milwaukee, WI 53202

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: 07-1509

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

(04/28/2000 DNGUYEN 00000271 701480
 01 FC:481 40.00 DP)

DO NOT USE THIS SPACE

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.

Kristine M. Strodthoff
 Name of Person Signing

Kristine M. Strodthoff April 4, 2000
 Signature Date

Total Number of pages comprising cover sheet: [8]

RECEIVED

AUG 27 1999

CHR HANSEN
DRI

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01 4037074

ARTICLES OF MERGER

OF

INGREDIENT TECHNOLOGY CORPORATION

WITH AND INTO

CHR. HANSEN, INC.

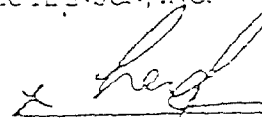
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The undersigned officer of Chr. Hansen, Inc., a corporation organized under the laws of the State of Wisconsin, pursuant to Sections 180.1101, 180.1103, 180.1105, and 180.1107 of the Wisconsin Business Corporation Law, hereby certifies as follows:

1. The Agreement and Plan of Merger and Reorganization by and between Ingredient Technology Corporation, a Delaware corporation, and Chr. Hansen, Inc., a Wisconsin corporation, is attached hereto as Exhibit A and made a part hereof.
2. Said Plan of Merger and Reorganization was adopted and approved by the Board of Directors and Sole Shareholder of Chr. Hansen, Inc. as of August 1, 1999 in accordance with Section 180.1103 of the Wisconsin Statutes.
3. All provisions of the laws of the States of Wisconsin and Delaware applicable to the proposed merger have been complied with.
4. These Articles of Merger and the Merger of Ingredient Technology Corporation with and into Chr. Hansen, Inc. shall be effective at the close of business on August 31, 1999.

IN WITNESS WHEREOF, Chr. Hansen, Inc. has caused these Articles of Merger to be executed on this 15th day of August, 1999.

CHR. HANSEN, INC.

By: 
Leif Nergaard, President

This instrument was drafted by:

John F. Gaebler
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202-3590

M035910_1000

TRADEMARK

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

BETWEEN

INGREDIENT TECHNOLOGY CORPORATION

(A DELAWARE CORPORATION)

AND

CHR. HANSEN, INC.

(A WISCONSIN CORPORATION)

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION is made as of the date set forth below by and between Ingredient Technology Corporation, a Delaware corporation (hereinafter sometimes referred to as "ITC"), and Chr. Hansen, Inc., a Wisconsin corporation (hereinafter sometimes referred to as "Hansen" or the "Surviving Corporation"), said corporations being hereinafter sometimes referred to jointly as the "Constituent Corporations;"

WITNESSETH

WHEREAS, ITC is a corporation duly organized and validly existing under the laws of the State of Delaware, having its principal office in the State of Delaware at 1595 MacArthur Boulevard in the City of Mahwah; and

WHEREAS, the total number of shares of capital stock which ITC has the authority to issue is 1,000 shares of common stock, \$1.00 par value, of which ten (10) shares are now issued and outstanding; and

WHEREAS, Hansen is the record and beneficial owner of the ten (10) shares of ITC common stock, \$1.00 par value, now issued and outstanding; and

WHEREAS, Hansen is a corporation duly organized and validly existing under the laws of the State of Wisconsin, having its principal office in the State of Wisconsin at 9015 West Maple Street in the City of Milwaukee; and

WHEREAS, the total number of shares of capital stock which Hansen has the authority to issue is: (i) 150,000 shares of common stock, \$70 par value per share, of which 150,000 shares are now issued and outstanding; and (ii) 2,500 shares of 7% Cumulative Nonparticipating Preferred Stock, \$800 par value per share, of which 2,500 shares are now issued and outstanding;

WHEREAS, it is intended that the merger contemplated hereby qualify as a reorganization under Section 368(a)(1) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements, covenants and conditions hereinafter contained, ITC and Hansen hereby agree with each other as follows

TRADEMARK

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1. At the Effective Time (as defined in Paragraph 13 below), ITC shall merge with and into Hansen, in accordance with the laws of the States of Delaware and Wisconsin, and the Constituent Corporations shall become a single corporation, which shall be Hansen as the "Surviving Corporation," and the separate existence of ITC shall cease except to the extent provided by the laws of the State of Delaware in the case of a corporation after its merger into a corporation organized under the laws of another state (the "Merger").

2. At the Effective Time, the Articles of Incorporation of Hansen, without amendment or modification, shall be and remain the Articles of Incorporation of the Surviving Corporation.

3. At the Effective Time, the By-Laws of Hansen, without amendment or modification, shall be and remain the By-Laws of the Surviving Corporation.

4. At the Effective Time, the members of the Board of Directors of Hansen shall be and remain the members of the Board of Directors of the Surviving Corporation. Such members of the Board of Directors shall hold office until the next annual meeting of the shareholders of the Surviving Corporation and/or until the successors to such members are duly elected and qualified.

5. At the Effective Time, the officers of Hansen shall be and remain the officers of the Surviving Corporation, and they shall hold office until their respective successors are duly elected and qualified.

6. The first annual meeting of the shareholders of the Surviving Corporation to be held after the Effective Time shall be the annual meeting provided for by the By-Laws of the Surviving Corporation.

7. The first regular meeting of the Board of Directors of the Surviving Corporation to be held after the Effective Time will be convened in a manner provided for in the By-Laws of the Surviving Corporation and shall be held at the time and place specified in the notice for such meeting.

8. At the Effective Time, the shares of the Constituent Corporations shall be converted into shares of the Surviving Corporation (subject to the rights granted to the shareholders of ITC to demand and receive payment for the fair value of their shares pursuant to Section 262 of the Delaware General Corporation Law and the rights granted to the shareholders of Hansen to demand and receive payment for the fair value of their shares pursuant to Sections 130.1301 to 130.1331 of the Wisconsin Business Corporation Law) as follows:

(a) The ten (10) shares of common stock of ITC now owned and held by Hansen (which constitute all of the issued and outstanding shares of ITC) shall cease to exist and shall be cancelled, and no shares of stock or any other property of the Surviving Corporation shall be issued in respect thereof.

(b) Each of the issued and outstanding shares of (i) common stock and (ii) preferred stock of Hansen shall be and become converted automatically by virtue of the Merger, without any action on the part of the holder of such shares.

into (i) one fully paid and nonassessable share of the common stock, \$70 per value per share, and (ii) one fully paid and nonassessable share of the preferred stock, \$50 per value per share, respectively, of the Surviving Corporation. Certificates theretofore representing shares of the common stock of Hansen shall automatically become certificates representing the same number of shares of common stock of the Surviving Corporation and each holder thereof shall be entitled to precisely the same rights which he would have enjoyed if he held certificates issued by the Surviving Corporation.

9. As a result of the Merger, from and after the Effective Time: (i) the separate existence of ITC shall cease and shall be merged into the Surviving Corporation; (ii) the title to all property owned by each of ITC and Hansen shall be vested in the Surviving Corporation without reversion or impairment; (iii) the Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of a public as a private nature of ITC and Hansen; (iv) all property, real, personal and mixed and all debts due to any of ITC or Hansen on whatever account, as well as for stock subscriptions as well as other things in action or belonging to each of ITC or Hansen shall be vested in the Surviving Corporation; (v) all property, rights, privileges, powers and franchises and every other interest of ITC and Hansen shall be thereafter as effectually the property of the Surviving Corporation as they were of ITC and Hansen; (vi) the title to any real estate vested by deed or otherwise in either ITC or Hansen shall not revert or be in any impaired by reason of this Merger; (vii) the Surviving Corporation shall have all liabilities of each of ITC and Hansen; (viii) the Surviving Corporation shall be subject to all of the restrictions, disabilities and duties of each of ITC and Hansen; (ix) all rights of creditors and all liens upon any property of ITC and Hansen shall be preserved unimpaired, and all debts, liabilities and duties of ITC and Hansen shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

10. From and after the Effective Time, any action or proceeding, whether civil, criminal or administrative, pending by or against ITC or Hansen may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

11. From and after the Effective Time, all corporate acts, plans, policies, contracts, approvals and authorizations of each of the Constituent Corporations and its shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Constituent Corporations. The employees of the Constituent Corporations shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of the Constituent Corporations.

12. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property or rights of ITC, the proper officers and directors of ITC shall, and will, execute and make all such proper assignments and assurances in law and do all things necessary or proper to vest such property or rights in

the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Plan of Merger and Reorganization.

13. This Agreement and Plan of Merger and Reorganization shall be submitted to the shareholders of each of the Constituent Corporations as provided by law, and be deemed to be taken to be the Agreement and Plan of Merger and Reorganization of ITC upon the approval or adoption thereof by the shareholders of ITC in accordance with the laws of Delaware, and be deemed and be taken to be the Agreement and Plan of Merger and Reorganization of Hansen upon the approval or adoption thereof by the shareholders of Hansen in accordance with the laws of Wisconsin. The Merger shall become effective as of the close of business of each of the Constituent Corporations on August 31, 1992. The time such merger becomes effective is herein referred to as the "Effective Time."


14. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger and Reorganization, and the Merger, may be terminated and abandoned by Hansen by appropriate resolution of its Board of Directors at any time prior to the Effective Time if such Board should decide it is not in the best interests of Hansen.

15. The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of ITC, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the Delaware General Corporation Law; hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings, and does hereby specify the following address to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware:


Chr. Hansen, Inc.
9015 West Maple Street
Milwaukee, WI 53214

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 1st day of August, 1999.

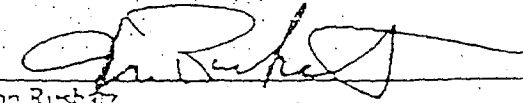
INGREDIENT TECHNOLOGY CORPORATION, INC.

By: 
Rudy Phillips, President

CHR. HANSEN, INC.

By: 
Leif Nergerd, President

The undersigned hereby certifies as of this 1st day of August, 1999, that a majority of the outstanding stock of Ingredient Technology Corporation entitled to vote on the foregoing agreement has been duly voted for the adoption of such agreement pursuant to Section 223 of the Delaware General Business Corporation Law.


Jon Ruzhitz
Secretary, Ingredient Technology Corporation

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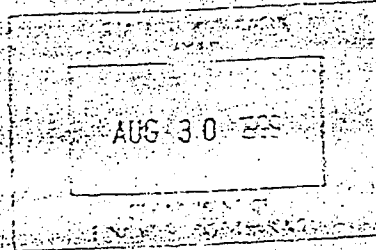
Articles of Merger

Merger of Unincorporated Foreign Corporation
Into: Chr. Hansen, Inc. (Domestic) (Survivor)

N.Y.

Merger
Extraction
8/31/99

Use Document #1310



\$50. - plus Post Fees

Janet S. Dabney, President
& Gedney + Kohn, S.C.
780 North Water St.
Milwaukee, WI 53202-3590