

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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

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

Name Best Brands, Inc.

Execution Date  
Month Day Year  
12271995

Formerly

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

☐ Other

☒ Citizenship/State of Incorporation/Organization Minnesota

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Schwartau of America, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1765 Yankee Doodle Road

Address (line 2)

Address (line 3) St. Paul

MN

55121

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 Delaware

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FOR OFFICE USE ONLY

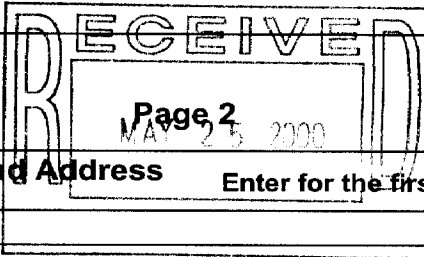
01 FC:401  
02 FC:402

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50.00 OF

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 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: 002091 FRAME: 0021



**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 (312) 360-6583

Name

Sandra McNaughton

Address (line 1)

Freeborn & Peters

Address (line 2)

311 S. Wacker Drive, Suite 3000

Address (line 3)

Chicago, IL 60606

Address (line 4)

**Pages**

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

#

8

**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)


1126731	1254675	1546753

**Number of Properties**

Enter the total number of properties involved.

#

3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

90.00

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.

Sandra McNaughton

Name of Person Signing

*Sandra McNaughton*

Signature

May 25, 2000

Date Signed

*State of Delaware*  
*Office of the Secretary of State* PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"BEST BRANDS, INC.", A MINNESOTA CORPORATION,

WITH AND INTO "SCHWARTAU OF AMERICA, INC." UNDER THE NAME OF "SCHWARTAU OF AMERICA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 1995, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

0924383 8100M  
971164319

AUTHENTICATION: 8474567  
05-20-97  
DATE:

TRADEMARK  
REEL: 002091 FRAME: 0023

CERTIFICATE OF OWNERSHIP

MERGING

BEST BRANDS, INC.

WITH AND INTO

SCHWARTAU OF AMERICA, INC.

Pursuant to the provisions of Section 302A.621 of the Minnesota Business Corporation Act and Section 253 of the Delaware General Corporation Law, the undersigned corporations do hereby certify:

**FIRST:** That the name and state of incorporation of the merging corporation is Best Brands, Inc., a Minnesota corporation (the "Merging Corporation").

**SECOND:** That the name and state of incorporation of the surviving corporation is Schwartau of America, Inc., a Delaware corporation (the "Surviving Corporation"). The address of the Surviving Corporation in its jurisdiction of incorporation is 1105 North Market Street, Suite 1300, P.O. Box 8595, Wilmington, Delaware 19801.

**THIRD:** That the Merging Corporation has 6,011 shares of Common Stock issued and outstanding, and that the Merging Corporation is a wholly owned subsidiary of the Surviving Corporation.

**FOURTH:** That attached hereto is a true and correct copy of the Plan and Agreement of Merger between the Merging Corporation and the Surviving Corporation (the "Plan of Merger"), by which the Merging Corporation shall merge with and into the Surviving Corporation (the "Merger"), and the Surviving Corporation shall assume all of the Merging Corporation's liabilities and obligations.

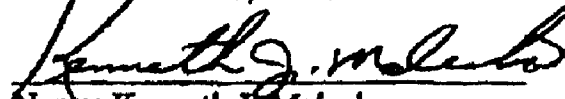
**FIFTH:** That the Board of Directors of the Surviving Corporation (the parent corporation of the Merging Corporation) adopted a resolution, dated December 20<sup>th</sup> duly approving the merger by unanimous written consent.

**SIXTH:** That the effective date of the Merger shall be December 31, 1995.

**SEVENTH:** That the approval by the Surviving Corporation of the Plan of Merger was duly authorized by all action required by the laws of the State of Delaware and by the governing documents of the Surviving Corporation.

IN WITNESS WHEREOF, the undersigned have caused these Articles to be executed as of the 27<sup>th</sup> day of December, 1995.

BEST BRANDS, INC.



Name: Kenneth J. Malecha

Title: President

SCHWARTAU OF AMERICA, INC.

\_\_\_\_\_  
Name: Dr. Lutz Peters

Title: President

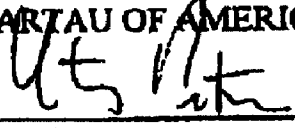
IN WITNESS WHEREOF, the undersigned have caused these Articles to be executed as of the 27<sup>th</sup> day of December, 1995.

BEST BRANDS, INC.

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Name: Kenneth J. Malecha  
Title: President

SCHWARTAU OF AMERICA, INC.



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Name: Dr. Lutz Peters  
Title: President

## **PLAN AND AGREEMENT OF MERGER**

Pursuant to the provisions of Section 302A.621 of the Minnesota 1984 Business Corporation Act and Section 253 of the Delaware General Corporation Law, the undersigned parties enter into this Plan and Agreement of Merger as of the 27<sup>th</sup> day of December, 1995.

**FIRST:** The name of the corporation planning to be merged into the Surviving Corporation is Best Brands, Inc., a Minnesota corporation (the "Merging Corporation").

**SECOND:** The name of the surviving corporation into which the Merging Corporation plans to merge is Schwartau of America, Inc., a Delaware corporation (the "Surviving Corporation").

**THIRD:** Each share of the issued and outstanding common stock of the Surviving Corporation shall, upon the Effective Date of the merger, without further action, remain one share of the common stock of the Surviving Corporation, without issuance of new shares or share certificates.

**FOURTH:** On the Effective Date, all of the shares of the issued and outstanding common stock of the Merging Corporation shall be canceled.

**FIFTH:** Other provisions with regard to the merger are as follows:

1. The effective date of the merger is to be December 31, 1995 (the "Effective Date").
2. On the Effective Date, the bylaws of the Surviving Corporation as they exist on such date shall be and remain the bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein by law.
3. On the Effective Date, the present members of the board of directors and the officers of the Surviving Corporation shall remain in such positions for the terms provided by law or in the Surviving Corporation's bylaws, or until their respective successors shall be duly elected and qualified.
4. On the Effective Date, the corporate existence of the Merging Corporation shall terminate, and the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of the Merging Corporation and the Surviving Corporation, and all property, real, personal and mixed, all debts due on whatever account including subscriptions to shares, all security interests, and all other choses in action, and all the every other interest, of or belonging to or due to the Merging Corporation shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. Such transfer to and vesting in the Surviving Corporation shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection

with any such transfer or vesting unless such consent or approval is specifically required by express provision in a contract, agreement, decree, order or other instrument to which the Merging Corporation or the Surviving Corporation is a party or by which either of them is bound.

5. On the Effective Date, the Surviving Corporation shall assume the Merging Corporation's liabilities and obligations.

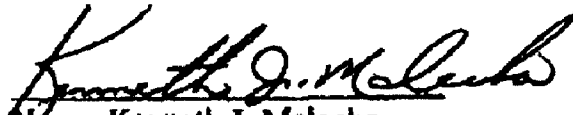
6. If, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any instruments or further assurances are necessary or desirable in order to evidence the vesting in the Surviving Corporation of the title of any of the Merging Corporation's property, rights, privileges, powers, franchises or immunities, then the last acting officers of the Merging Corporation or the officers of the Surviving Corporation, or both, as the case may be, are hereby authorized to execute and acknowledge all such instruments of further assurance and to do such other acts or things in the name of such corporations as may be requisite or desirable to carry out the intent and purpose of this Agreement.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the 27<sup>th</sup> day of December, 1995.

BEST BRANDS, INC.

A handwritten signature in dark ink, appearing to read "Kenneth J. Malecha", written over a horizontal line.

Name: Kenneth J. Malecha

Title: President

SCHWARTAU OF AMERICA, INC.

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Name: Dr. Lutz Peters

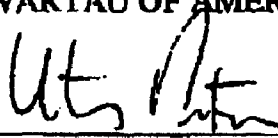
Title: President

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the 27<sup>th</sup> day of December, 1995.

**BEST BRANDS, INC.**

\_\_\_\_\_  
Name: Kenneth J. Malecha  
Title: President

**SCHWARTAU OF AMERICA, INC.**

  
\_\_\_\_\_  
Name: Dr. Lutz Peters  
Title: President