



09-12-2000



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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
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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 attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

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Name

DBA/AKA/TA

Composed of

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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

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Mail documents to be recorded with required cover sheet(s) information to:
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Pages

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

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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)

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Number of Properties

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#

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.

Randel S. Springer

Name of Person Signing



Signature

August 2, 2000

Date Signed

4X-271

State of Minnesota

SECRETARY OF STATE

CERTIFICATE OF MERGER

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of the individual merging entities to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

*MN: WILBER'S SEED, INC.
MN: PETERSON SEED COMPANY, INC.*

State of Formation and Name of Surviving Entity:

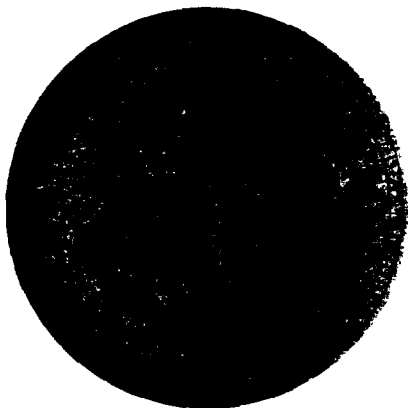
MN: PETERSON SEED COMPANY, INC.

Effective Date of Merger: November 29, 1999, 11:58 PM EST

Name of Surviving Entity After Effective Date of Merger:

PETERSON SEED COMPANY, INC.

This certificate has been issued on: November 24, 1999.



Mary Kiffmeyer
Secretary of State.

TRADEMARK

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ARTICLES OF MERGER

**WILBER'S SEED, INC.
(a Minnesota corporation)**

with and into

**PETERSON SEED COMPANY, INC.
(a Minnesota corporation)**

Pursuant to Section 302A.621 of Chapter 302A of the Minnesota Statutes, the Minnesota Business Corporation Act (the "Act"), the undersigned corporations, Wilber's Seed, Inc., a Minnesota corporation (the "Merging Corporation") and Peterson Seed Company, Inc., a Minnesota corporation (the "Surviving Corporation" and together with the Merging Corporation, the "Constituent Corporations"), hereby adopt the following Articles of Merger.

FIRST: The names of the Constituent Corporations participating in the merger and the states under the laws of Minnesota are as follows:

<u>Name of Corporation</u>	<u>State</u>
Peterson Seed Company, Inc.	Minnesota
Wilber's Seed, Inc.	Minnesota

SECOND: The Agreement and Plan of Merger is as set forth for filing with the Minnesota Secretary of State in the Agreement and Plan of Merger attached hereto as Exhibit A.

THIRD: The number of issued and outstanding shares of capital stock of the Surviving Corporation is 5,000 shares. The number of issued and outstanding shares of capital stock of the Merging Corporation is 1,000 shares, all of which are owned by the Surviving Corporation.

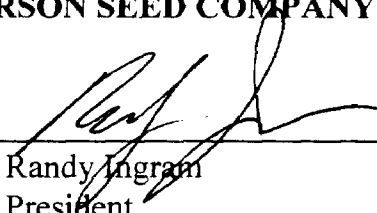
FOURTH: The Agreement and Plan of Merger has been approved by the Board of Directors of the Surviving Corporation, as the parent of the Merging Corporation, as proscribed by and in accordance with Section 302A.621, Subdivision 1, of the Act.

[Signature on Following Page]

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IN WITNESS WHEREOF, these Articles of Merger have been executed by the Surviving Corporation on this 15th day of November, 1999.

PETERSON SEED COMPANY, INC.

By:  _____

Randy Ingram

Its: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of November 15, 1999 by and between Peterson Seed Company, Inc., a Minnesota corporation ("Peterson Seed"), and Wilber's Seed, Inc., a Minnesota corporation ("Wilber's Seed"), said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations".

WITNESSETH:

WHEREAS, Wilber's Seed is a wholly owned subsidiary of Peterson Seed and may be merged into Peterson Seed in accordance with Section 302A.621 of the Minnesota Business Corporation Act (the "Act");

WHEREAS, the Board of Directors of Peterson Seed deems it advisable and in the best interests of each of such corporations that the merger of Wilber's Seed with and into Peterson Seed be effectuated, and has adopted resolutions approving this Agreement and Plan of Merger (the "Plan");

WHEREAS, the authorized capital stock of Wilber's Seed consists of 100,000 shares of common stock, \$.01 par value, of which 1,000 shares are issued and outstanding ("Wilber's Seed Common Stock");

WHEREAS, the authorized capital stock of Peterson Seed consists of 10,000 shares of common stock, \$.01 par value, of which 5,000 shares are issued and outstanding ("Peterson Seed Common Stock"); and

WHEREAS, Peterson Seed is the owner of all of the issued and outstanding Wilber's Seed Common Stock.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of stating the terms and conditions of the Merger and the mode of carrying the same into effect and such other details and provisions as are deemed desirable, the parties hereto hereby agree as follows:

ARTICLE I

In accordance with the provisions of the laws of the State of Minnesota, Wilber's Seed shall be merged with and into Peterson Seed. Peterson Seed shall be and is herein sometimes referred to as the "Surviving Corporation".

ARTICLE II

The Merger shall become effective on the later of (i) November 29, 1999 at 11:58 p.m. E.S.T. or (ii) at the time the Articles of Merger are filed with the Secretary of State of State of Minnesota. The date on which the Merger becomes effective is hereinafter referred to as the "Effective Date". The time on such date at which the Merger becomes effective is hereinafter called the "Effective Time".

ARTICLE III

The Articles of Incorporation and Bylaws of Peterson Seed shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, until further amended in accordance with applicable law, and the officers and directors of Peterson Seed shall serve as the officers and directors of the Surviving Corporation until their successors are duly elected and qualified, or until their earlier death, resignation or removal.

ARTICLE IV

In view of the fact that Wilber's Seed is a wholly owned subsidiary of Peterson Seed, at the Effective Time each share of Wilber's Seed Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall be canceled and shall cease to be outstanding.

ARTICLE V

Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of Peterson Seed shall continue unaffected and unimpaired by the Merger, and the corporate franchises, existence and rights of Wilber's Seed shall be merged with and into Peterson Seed and Peterson Seed shall, as the Surviving Corporation, be fully vested therewith. At the Effective Time, the separate existence of Wilber's Seed shall cease and, in accordance with the terms of this Plan, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as 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 the Constituent Corporations on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due to each of such corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate or interest therein, vested by deed or otherwise in either of such corporations, shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the

property of either of the Constituent Corporations shall be impaired by the Merger, and all debts, liabilities and duties of each of said Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

If, upon or after the effectiveness of the Merger, the Surviving Corporation shall determine that any returns or reports, or any filings of any kind, are required to be made by Wilber's Seed to the Internal Revenue Service or to any other state or federal administrative or regulatory agency, or if any assignments, deeds or assurances are necessary or desirable to vest in the Surviving Corporation any property of Wilber's Seed, the Chairman of the Board of the Surviving Corporation, or such other officers thereof as may be designated by the Board of Directors thereof, shall be empowered to make and execute on behalf of Wilber's Seed all necessary returns or reports, or filings of any kind, and all proper assignments, deeds or assurances, and to do all other things necessary and proper to effectuate the Merger and to vest title to all of the property of Wilber's Seed in the Surviving Corporation.

ARTICLE VI

This Plan and the Merger may be terminated and abandoned upon consent of the Board of Directors of Peterson Seed at any time prior to the Effective Date. In the event of the termination and abandonment of this Plan and the Merger pursuant to the foregoing provisions of this Articles VI, this Plan shall be void and have no effect, and no liability shall be incurred hereunder on the part of either of the Constituent Corporations or the shareholders, directors, or officers thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Plan of Merger to be signed in its corporate name by its authorized corporate officer, all as of the date first above written.

PETERSON SEED COMPANY, INC.

By: _____
Its: _____

WILBER'S SEED, INC.

By: _____
Its: _____

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

NOV 24 1999

Mary Kilbrey

Secretary of State

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