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Commissioner of Patents

11-22-2000

TS Washington, D.C. 20231

FORM PTO-1618A  
(Rev. 6-99)



ET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101525149

To the Honorable Commissioner of Patents and Trademarks, attached original document or copy thereof.

1. Submission Type

New

Resubmission (Non-Recordation)

Document ID # \_\_\_\_\_

Correction of PTO Error

Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document

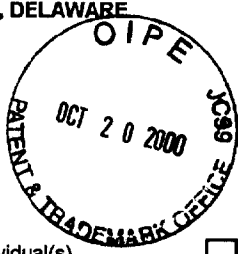
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

2. Name of Conveying Party(ies):

**INGREDIENT TECHNOLOGY CORPORATION**

**1595 MACARTHUR BOULEVARD**

**MAHWAH, DELAWARE**



Individual(s)  Association

General Partnership  Limited Partnership

Corporation-State DELAWARE

Other: \_\_\_\_\_

Additional Name(s) of conveying attached?  Yes  No

3. Name and Address of Receiving Party(ies):

Name: CHR. HANSEN, INC.

Street Address: 9015 WEST MAPLE STREET

City: MILWAUKEE

State: WISCONSIN Zip: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State WISCONSIN

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 name(s) & address(es) attached?  Yes  No

4. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other: \_\_\_\_\_

Execution Date: AUGUST 1, 1999

5. Application number(s) or registration number(s):

A. Trademark Applicant No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)  
Reg. No. 503,580 (Registered November 2, 1948)

Additional Sheet attached?  Yes  No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

**CUSTOMER NUMBER 00136**

**JACOBSON, PRICE, HOLMAN & STERN**

400 7th Street, N.W.

Washington, DC 20004

Tel. 202-638-6666

Attorney Docket No. 1895/A-679

7. Number of applications and registrations involved: 1

8. Total fee (37 CFR 3.41)..... \$ 40.00

Enclosed

Any deficiencies in enclosed fees are authorized to be charged to account 06-1358

DO NOT USE THIS SPACE

10. 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.

MARSHA G. GENTNER Marsha G. Gentner October 19, 2000

Name of Person Signing Signature Date

Total number of pages excluding cover sheet: 6

RECEIVED

AUG 27 1999

**ARTICLES OF MERGER**

**OF**

**INGREDIENT TECHNOLOGY CORPORATION**

**WITH AND INTO**

**CHR. HANSEN, INC.**

NR

01 7037074

CLASSIFIED  
UNCLASSIFIED  
CLASSIFIED

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 15<sup>th</sup> day of August, 1999

CHR. HANSEN, INC.

By: [Signature]  
Leif Norgaard, President

This instrument was drafted by:

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

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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 Newark; 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 per 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 per 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) 150,200 shares of common stock, \$70 per value per share, of which 150,000 shares are now issued and outstanding; and (ii) 2,500 shares of 7% Cumulative Nonparticipating Preferred Stock, \$500 per 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:

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 180.1301 to 180.1331 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 hereof 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 therewith 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

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COMMUNICATIONS SECTION

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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, 1999. 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

FROM :

FAX NO. :

Dec. 19 1999 02:59AM PB

Sent By: Nath & Associates

202 776 0146

JUL-6-00 11:04AM:

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VO 21-00 PHL 11:23 PAM 684 273 8490

MEMPHIS 13th FL.

6888

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

INGREDIENT TECHNOLOGY CORPORATION, INC.

By:   
Randy Phillips, President

CHR. HANSEN INC.

By:   
Leif Nordmark, President

The undersigned hereby certifies as of this 1<sup>st</sup> 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 228 of the Delaware General Business Corporation Law.

  
Jon Rosenthal  
Secretary, Ingredient Technology Corporation

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