

03-22-2001

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).

3-5-01

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
12 16 1998
- Change of Name
- Other _____

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

Mark if additional names of receiving parties attached

Name

- DBA/AKATA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
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

FOR OFFICE USE ONLY

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: 002255 FRAME: 0217

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" value="75/650976"/>	<input type="text"/>	<input type="text"/>
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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 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.

Michael L. Fuelling
Name of Person Signing


Signature

2-28-01

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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Registration Number(s)

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<input type="text" value="997,399"/>	<input type="text" value="878,318"/>	<input type="text" value="1,966,478"/>

**CERTIFICATE OF MERGER
OF
CS OILSEEDS, INC.
WITH AND INTO
CENTRAL SOYA COMPANY, INC.**

The undersigned corporation organized and existing under and by virtue of the Business Corporation Law of the State of Indiana, DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations is CS Oilseeds, Inc., a Delaware corporation, and Central Soya Company Inc., an Indiana corporation.

SECOND: That Central Soya Company Inc. owns 100% of the issued and outstanding capital stock of CS Oilseeds, Inc.

THIRD: That an Agreement and Plan of Merger, dated as of December 8, 1998, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations, in accordance with Section 252 of the General Corporation Law of the State of Delaware and Section 23-1-40-1 of the Business Corporation Law of the State of Indiana.

FOURTH: That the name of the surviving corporation is Central Soya Company Inc., an Indiana corporation.

FIFTH: That the Articles of Incorporation of the surviving corporation shall be the Articles of Incorporation of Central Soya Company Inc. in effect immediately prior to the effective date of the merger.

SIXTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation at 1500 National City Center, Fort Wayne, Indiana 46802. A copy of the Agreement and Plan of Merger will be furnished on request and without cost to any stockholder of any constituent corporation.

SEVENTH: That a copy of the Agreement and Plan of Merger is attached hereto as Exhibit A.

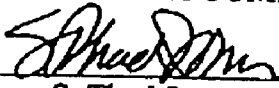
EIGHTH: That Central Soya Company Inc. hereby agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of CS Oilseeds, Inc. arising from the merger, including the rights of any dissenting stockholders thereof, and Central Soya Company Inc. hereby irrevocably 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 agrees that service of any such process may be made by personally delivering to and leaving with such Secretary of State of the State of

Delaware duplicate copies of such process; and hereby authorizes the Secretary of State of the State of Delaware to send forthwith by registered mail one of such duplicate copies of such process to it at 1500 National City Center, Fort Wayne, Indiana 46802, unless Central Soya Company Inc. shall hereafter designate in writing to the Secretary of State a different address for such process, in which case the copy of such process shall be mailed to the last address so designated.

NINTH: The merger authorized hereby shall become effective on the date on which the last of the following actions shall have been completed: (i) this Certificate of Merger has been duly filed with the Secretary of State of Delaware or (ii) Articles of Merger have been duly filed with the Secretary of State of Indiana.

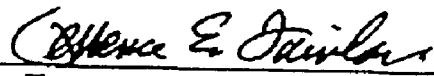
IN WITNESS WHEREOF, Central Soya Company Inc., the surviving corporation, has caused this Certificate of Merger to be executed by its Vice President and attested by its Secretary, and its corporate seal affixed, all as of this 14th day of December, 1998.

CENTRAL SOYA COMPANY, INC.

By: 
S. Thad Jones
Vice President

(SEAL)

ATTEST:

By: 
Terrence E. Quinlan
Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 8, 1998, by and between Central Soya Company Inc., an Indiana corporation (the "Corporation"), and CS Oilseeds, Inc., a Delaware corporation ("CS Oilseeds" and together with the Corporation, the "Constituent Corporations").

RECITALS

WHEREAS, the Corporation is duly organized and existing under the laws of the State of Indiana, having an authorized capital stock consisting of 20,000 shares of common stock, with a par value of \$.10 per share, and 10,000 shares of preferred stock, with a par value of \$.10 per share, of which 10,000 common shares are issued and outstanding; and

WHEREAS, CS Oilseeds is duly organized and existing under the laws of the State of Delaware, having an authorized capital stock consisting of 1,000 shares of common stock, without par value, all of which shares are issued and outstanding; and

WHEREAS, the Corporation and CS Oilseeds desire to merge pursuant to the applicable statutes of the States of Indiana and Delaware, in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the laws of the States of Indiana and Delaware permit such a merger.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants herein contained, the parties agree as follows:

ARTICLE I

The Merger; Effective Date

1.1 The Merger. Subject to the terms and conditions of this Agreement, on the Effective Date (as defined in Section 1.2) CS Oilseeds shall be merged with and into the Corporation and the separate corporate existence of CS Oilseeds shall thereupon cease (the "Merger"). The Corporation shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and the separate corporate existence of the Corporation with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Indiana Business Corporation Law (the "IBCL") and the Delaware General Corporation Law ("DGCL").

1.2 Effective Date. As soon as practicable following the execution of this Agreement by the parties, the Corporation and CS Oilseeds shall cause Articles of Merger (the "Indiana Articles of Merger") to be executed and filed with the Secretary of State of Indiana as

provided in Section 23-1-40-5 of the IBCL and a Certificate of Merger (the "Delaware Certificate of Merger") to be executed and filed with the Secretary of State of Delaware as provided in Section 252 of the Delaware General Corporation Law. The Merger shall become effective (the "Effective Date") on the date on which the last of the following actions shall have been completed: (a) the Indiana Articles of Merger have been duly filed with the Secretary of State of Indiana or (b) the Delaware Certificate of Merger has been duly filed with the Secretary of State of Delaware.

ARTICLE II

Articles of Incorporation; By-Laws; Directors and Officers of the Surviving Corporation

2.1 The Articles of Incorporation. The Articles of Incorporation of the Corporation in effect on the Effective Date shall be the Articles of Incorporation of the Surviving Corporation and shall remain in effect as such until duly amended in accordance with the terms thereof and the IBCL.

2.2 The By-Laws. The By-Laws of the Corporation in effect on the Effective Date shall be the By-Laws of the Surviving Corporation and shall remain in effect as such until duly amended in accordance with the terms thereof and the IBCL.

2.3 Directors and Officers. The directors and officers of the Corporation on the Effective Date shall, from and after the Effective Date, be the directors and officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and By-Laws and the IBCL.

ARTICLE III

Conversion or Cancellation of Shares in the Merger

3.1 Conversion or Cancellation of Shares. The manner of converting or canceling shares of the Corporation and CS Oilseeds in the Merger shall be as follows:

(a) On the Effective Date, each share of common stock, without par value, of CS Oilseeds issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of CS Oilseeds or the holders of such shares, no longer be deemed to be outstanding, shall be canceled and retired without payment of any consideration therefor, shall cease to exist, and the holders thereof shall have no further claims of any kind or nature. In addition, all treasury shares and all authorized and unissued shares of CS Oilseeds shall, upon the Effective Date, become null and void.

(b) On the Effective Date, all shares of common stock, without par value, which are held by the Corporation as treasury shares, all authorized and unissued shares of common stock, without par value, of the Corporation, and all issued and outstanding shares of common stock, without par value, of the Corporation shall remain in full force and effect with full rights attached thereto.

ARTICLE IV

Effect of Merger

4.1 Effect of Merger. Upon this Merger becoming effective:

(a) The Surviving Corporation shall possess all the rights, privileges, powers and franchises, of whatsoever nature and description, and shall be subject to all the restrictions, disabilities, obligations and duties of each of the Constituent Corporations, except as otherwise provided by law.

(b) The Surviving Corporation shall be vested with all property, real, personal, or mixed, and all debts due to the Constituent Corporations, on whatever account, as well as all other things in action or belonging to the Constituent Corporations.

(c) All property, rights, privileges, powers and franchises of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, but all rights of creditors and all liens upon any property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the Effective Date; and all debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it.

ARTICLE V

Termination; Effect of Termination

5.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date by the mutual consent of the Corporation and CS Oilseeds, by action of their respective Boards of Directors.

5.2 Effect of Termination. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article V, no party hereto (or any of its directors or officers) shall have any liability or further obligation to any other

party to this Agreement and, upon such termination, this Agreement shall become wholly void and of no further force and effect.

ARTICLE VI

Miscellaneous and General

6.1 Modification or Amendment. Subject to the applicable provisions of the IBCL and DGCL, at any time prior to the Effective Date, the parties hereto may modify or amend this Agreement by written agreement executed and delivered by duly authorized officers of the respective parties.

6.2 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

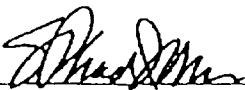
6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

6.4 Entire Agreement. This Agreement (i) constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, between the parties, with respect to the subject matter hereof and (ii) shall not be assignable by operation of law or otherwise and is not intended to create any obligations to, or rights in respect of, any persons other than the parties hereto.

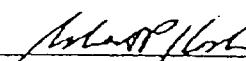
6.5 Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

CENTRAL SOYA COMPANY, INC.

By: 
S. Thad Jones
Vice President


CS OILSEEDS, INC.

By: 
Robert P. Koskiniemi
President

Certificate of Secretary
of
Central Soya Company, Inc.

I, Terrence E. Quinlan, Secretary of Central Soya Company, Inc., an Indiana corporation (the "Surviving Corporation"), certify that the foregoing Agreement and Plan of Merger was adopted and approved by the Board of Directors of the Surviving Corporation and was executed and acknowledged by the Vice President of the Surviving Corporation.

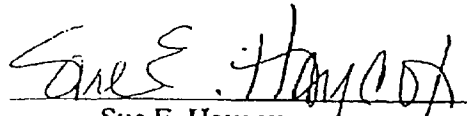
IN WITNESS WHEREOF, I have hereunto signed my name as Secretary of the Surviving Corporation.


Terrence E. Quinlan
Secretary

Certificate of Secretary
of
CS Oilseeds, Inc.

I, Sue E. Haycox, Secretary of CS Oilseeds, Inc., a Delaware corporation (the "Merging Corporation"), certify that the foregoing Agreement and Plan of Merger was adopted and approved by the Board of Directors of the Merging Corporation and was executed and acknowledged by the President of the Merging Corporation.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary of the Merging Corporation.


Sue E. Haycox
Secretary