

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

04-16-2001



U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

3.17.01

101674004

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
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

1406793

- 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/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
- 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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/16/2001 LAUELLER 00000192 180013 1406793

01 1:481 40.00 LH
02 1:482 75.00 LH

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: 002272 FRAME: 0145

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1406793"/>	<input type="text" value="2164506"/>	<input type="text" value="2201558"/>
<input type="text" value="2206308"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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:

#

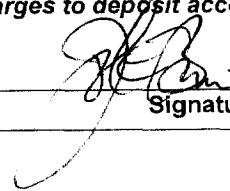
Authorization to charge additional fees:

Yes No

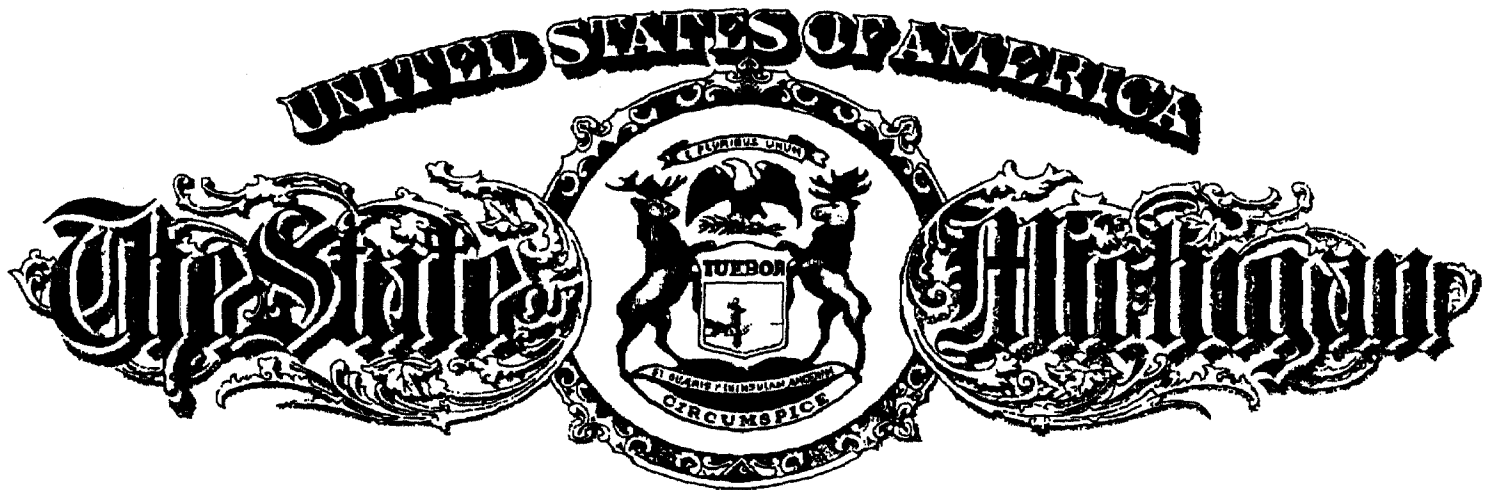
Statement and Signature

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.

Joel E. Bair, Reg. No. 33,356
Name of Person Signing


Signature

March 8, 2001
Date Signed



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 27th day of February, 2001

Andrew S. Mitchell, Director
Bureau of Commercial Services

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION AND LAND DEVELOPMENT BUREAU**

Date Received

(FOR BUREAU USE ONLY)

FILED

DEC 06 2000

This document is effective on the date filed, unless a subsequent effective date within 90 days after receipt of date is stated in the document.

Trans Info: 1 3163333-1 08/29/2000
Chk#: 2547
ID: Amt \$50.00
RE: MANN ROBSON CPAs & CONSULTANT

Name
Brooks C. Pinnick

Address
105 East Main Street

City State Zip Code
Warsaw Indiana 46580-2742

Administrator
BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE:
Expiration date for new assumed names: December 31.
Expiration date for transferred assumed names appear in Item 6

Document will be returned to the name and address you enter above
If left blank document will be mailed to the registered office.

CERTIFICATE OF MERGER
Cross Entity Merger for use by Profit Corporations, Limited Liability Companies
and Limited Partnerships

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 23, Public Acts of 1993 (limited liability companies) and Act 213, Public Acts of 1982 (limited partnerships), the undersigned entities execute the following Certificate of Merger:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent entity and its identification number is:

North American Feather Company, Inc. 619-639

Eurasia Feather, Inc. 174-985

b. The name of the surviving (new) entity and its identification number is:

North American Feather Company, Inc. 619-639

Corporations and Limited Liability Companies provide the street address of the survivor's principal place of business:

635 Evergreen, S.E., Grand Rapids, MI 49507

2. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in this office.)

The merger (consolidation) shall be effective on the 31st day of August, 2000.

jk

3. Complete for Profit Corporations only

For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Eurasia Feather, Inc.	Common 3,750	Common - 3,750	N/A
North American Feather Company, Inc.	Common 3,020	Common - 3,020	N/A

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

The manner and basis of converting shares are as follows: Each issued and outstanding share of Eurasia Feather, Inc. Common shall be exchanged for 18/25 shares of North American Feather Company. The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows: The name of the Corporation shall be changed from North American Feather Company, Inc. to Eurasia Feather, Inc.

The Plan of Merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

(Complete either Section (a) or (b) for each corporation)

a) The Plan of Merger was approved by the majority consent of the incorporators of _____, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

_____ (Signature of Incorporator)	_____ (Type or Print Name)	_____ (Signature of Incorporator)	_____ (Type or Print Name)
_____ (Signature of Incorporator)	_____ (Type or Print Name)	_____ (Signature of Incorporator)	_____ (Type or Print Name)

b) The plan of merger was approved by:

the Board of Directors of _____, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act.

Eurasia Feather, Inc.

By _____
(Signature of Authorized Officer or Agent)

WALTER HEISE
(Type or print name)

NORTH AMERICAN FEATHER COMPANY, INC.
(Name of Corporation)

By _____
(Signature of Authorized Officer or Agent)

WALTER HEISE
(Type or print name)

EURASIA FEATHER, INC.
(Name of Corporation)

AGREEMENT AND PLAN OF MERGER OF
EURASIA FEATHER, INC.
WITH AND INTO NORTH AMERICAN FEATHER COMPANY, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of August 10, 2000, by and between EURASIA FEATHER, INC. ("EURASIA"), a corporation organized and existing under the laws of the State of Michigan, (EURASIA being hereinafter sometimes referred to as the "Merging Corporation") and NORTH AMERICAN FEATHER COMPANY, INC., ("NAFCo.") a corporation organized and existing under the laws of the State of Wisconsin (NAFCo. being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that EURASIA be merged with and into NAFCo. with NAFCo. being the Surviving Corporation, under and pursuant to the laws of the State of Wisconsin and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 EURASIA shall be merged with and into NAFCo. in accordance with the laws of the State of Michigan and State of Wisconsin. The separate corporate existence of EURASIA shall thereby cease, and NAFCo. shall be the Surviving Corporation.

1.2 The Articles of Incorporation of NAFCo., at the Effective Time (as defined in section 2.1 below) of merger, shall be amended to read as follows:

"The name of the corporation is Eurasia Feather, Inc."

after a Certificate of Name Change is filed and approved by the State of Michigan.

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Wisconsin Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 11:30 p.m., on August 31, 2000, pursuant to the applicable provisions of the Michigan Business Corporation Act and the Wisconsin Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of NAFCo. as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation, except as noted in section 1.2, shall be effected by the merger.

3.2 The Bylaws of NAFCo., as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of NAFCo. immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified

in accordance with the laws of the State of Wisconsin and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued and outstanding two thousand seven hundred fifty (2,750) shares of no par value common stock ("NAFCo. Common") which are the only outstanding shares of the Surviving Corporation.

4.2 The Surviving Corporation shall issue 270 shares of NAFCo. common stock.

4.3 The Merging Corporation presently has issued and outstanding three thousand seven hundred fifty (3,750) shares of \$10 par value common stock ("EURASIA Common").

4.4 At the Effective Time, each issued and outstanding share of EURASIA Common shall be converted into eighteen twenty-fifths (18/25) shares of (NAFCo. Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of EURASIA Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, one and seven eighteenths (1 7/18) shares of NAFCo. Common for every one (1) share of EURASIA Common previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented EURASIA Common shall be deemed and treated for all corporate purposes to represent the ownership of one and seven eighteenths (1 7/18) shares of (NAFCo. Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of EURASIA Common.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Michigan Department of Consumer and Industry Services and with the State of Wisconsin Department of Financial Institutions of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of NAFCo. and EURASIA dissenting to the Agreement and Plan shall be entitled, pursuant to the applicable provisions of the Michigan Business

Corporation Act and the Wisconsin Business Corporation Act to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

NORTH AMERICAN FEATHER COMPANY, INC.

By: _____

{CORPORATE SEAL}

ATTEST: Brooks C. Pinnick
Secretary

EURASIA FEATHER, INC.

By: _____

{CORPORATE SEAL}

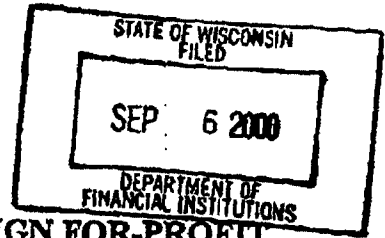
ATTEST: Brooks C. Pinnick
Secretary

Drafted by:
Brooks C. Pinnick
Attorney at Law
105 East Main Street
Warsaw, Indiana 46580-2742
(219) 267-6116

j:wp/sma/worksheet21

RECEIVED - DEPT OF
 FINANCIAL INSTITUTIONS
 STATE OF WISCONSIN
 Sec. 180.1101
 180.1105 & 180.1107,
 Wis. Stats. 2000 AUG 29 AM 10:05

State of Wisconsin
 Department of Financial Institutions



ARTICLES OF MERGER - DOMESTIC AND FOREIGN FOR-PROFIT CORPORATIONS

A. Name and state of incorporation of the merging (non-surviving) corporation(s):

Name: Eurasia Feather, Inc.	State of Incorporation: Michigan
Name:	State of Incorporation:

B. Name (prior to any amendment in the Plan of Merger to change the name) and state of incorporation of the surviving corporation:

Name: North American Feather Company, Inc.	State of Incorporation: Wisconsin
---	--------------------------------------

C. The adopted Plan of Merger (the "Plan") is attached as Exhibit A.

D. The Plan was approved by each foreign corporation that is a party to the merger in accordance with the laws of the state under which it was incorporated, and by each domestic corporation that is a party to the merger in accordance with (select and (X) mark one of the following)

(X) Sec. 180.1103, Wis. Stats. OR () Sec. 180.1104, Wis. Stats.

E. (OPTIONAL) These articles of merger, when filed, shall be effective (See instructions. Select, complete and (X) mark one of the following)

() At the time and date set by sec. 180.0123(1), Wis. Stats. OR (X) as of August 31, 2000 (date)

F. Executed on 8/10/00 (date) by the surviving corporation on behalf of all parties to the merger.

[Handwritten Signature]

(Signature)

Title: (X) President () Secretary or other officer title _____

WALTER HEISE
 (Printed Name)

This document was drafted by Brooks C. Finnick
 (Name the individual who drafted the document)

DFV/CORP/61(R5/99) Use of this form is voluntary.

1 of 3

A4 -> A4

Sec. 180.1101,
180.1105 & 180.1107,
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF MERGER - DOMESTIC AND FOREIGN FOR-PROFIT CORPORATIONS

A. Name and state of incorporation of the merging (non-surviving) corporation(s):

Name: Eurasia Feather, Inc.	State of Incorporation: Michigan
Name:	State of Incorporation:

B. Name (prior to any amendment in the Plan of Merger to change the name) and state of incorporation of the surviving corporation:

Name: North American Feather Company, Inc.	State of Incorporation: Wisconsin
---	---

C. The adopted Plan of Merger (the "Plan") is attached as Exhibit A.

D. The Plan was approved by each foreign corporation that is a party to the merger in accordance with the laws of the state under which it was incorporated, and by each domestic corporation that is a party to the merger in accordance with *(select and (X) mark one of the following)*

Sec. 180.1103, Wis. Stats. OR Sec. 180.1104, Wis. Stats.

E. (OPTIONAL) These articles of merger, when filed, shall be effective *(See instructions. Select, complete and (X) mark one of the following)*

At the time and date set by sec. 180.0123(1), Wis. Stats. OR as of August 31, 2000
(date)

F. Executed on 8/10/00 (date) by the surviving corporation on behalf of all parties to the merger.

Title: President Secretary
or other officer title _____

(Signature)

(Printed Name)

This document was drafted by Brooks C. Pinnick
(Name the individual who drafted the document)

DFI/CORP/61(R5/99) Use of this form is voluntary.

1 of 3

A4 -> A4

Exhibit A - PLAN OF MERGER

I. Name and state of incorporation of the merging (non-surviving) corporation(s):

Name:	State of Incorporation:
Name:	State of Incorporation:

II. Name (prior to any amendment in the Plan of Merger to change the name) and state of incorporation of the surviving corporation:

Name:	State of Incorporation:
-------	-------------------------

III. State the terms and conditions of the merger:

IV. State the manner and basis of converting the shares of each non-surviving corporation:

- (A) into shares, obligations or other securities of the surviving (or any other) corporation; or
- (B) into cash or other property, in whole or part:

V. State any amendments to the surviving domestic corporation's articles of incorporation (see item 2 of the instructions): The Articles of Incorporation were amended to change the name of the Corporation to Eurasia Feather, Inc.

VI. State any other provisions:

INSTRUCTIONS (Ref. sec. 180.1101, 1105 and 180.1107, Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a FILING FEE of \$50.00 or more, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). This document can be made available in alternate formats upon request to qualifying individuals with disabilities. The original must include an original manual signature, per sec. 180.0120(3)(c), Wis. Stats. Upon filing, the information in this document becomes public and might be used for purposes other than that for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY.

DFV/CORP/61 (RS/99)

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A4 -> A4

ARTICLES OF MERGER - Domestic and
Foreign, For-Profit Corporations

EURASIA FEATHER, INC
135 EVERGREEN SE
GRAND RAPIDS, MI 49507

▲ Your return address and phone number during the day: (219) 267 - 6116

INSTRUCTIONS (Continued)

- A. Enter the name and state of incorporation of the merging (non-surviving) corporations in item A.
- B. Enter the name and state of incorporation of the surviving corporation in item B. If the Plan of Merger includes an amendment changing the name of the survivor, state the name prior to giving effect to the amendment.
- C. **PLAN OF MERGER:** Supply the Plan of Merger as Exhibit A to the articles of merger. The plan of merger must contain all the information asked for in Items I thru IV. If the plan includes an amendment to the articles of incorporation of the surviving domestic corporation's, enter the amendment in item V.
- D. In item D, indicate the statutory provision under which the Plan of Merger was approved with respect to the domestic corporation. Sec. 180.1103 generally requires that a merger be approved by the (voting) shareholders and directors of each domestic corporation that is a party to the merger. Sec. 180.1104 refers to parent-subsidary mergers. Review, select and mark (X) the applicable statutory reference.
- E. The effective date of the merger will be set by the provisions of sec. 180.0123(1), Wis. Stats., unless the articles declare a delayed effective date. Such delayed effective date must be within 90 days after the date the articles are received by the department for filing. There is no provision for declaring an effective date earlier than the date the articles of merger are received by the department for filing.
- F. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An officer of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is not empowered to sign.
- If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

FILING FEE - Fee is \$50.00 for each domestic and licensed foreign corporation that are parties to the merger. If the survivor is a domestic corporation, add one cent for each share it will have authorized to issue after the merger, less a credit at the same rate for each share presently authorized by each domestic corporation that is a party to the merger.

DFI/CORP/61(R5/99)

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A4 -> A4

**AGREEMENT AND PLAN OF MERGER OF
EURASIA FEATHER, INC.
WITH AND INTO NORTH AMERICAN FEATHER COMPANY, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of August 10, 2000, by and between EURASIA FEATHER, INC. ("EURASIA"), a corporation organized and existing under the laws of the State of Michigan, (EURASIA being hereinafter sometimes referred to as the "Merging Corporation") and NORTH AMERICAN FEATHER COMPANY, INC., ("NAFCo.") a corporation organized and existing under the laws of the State of Wisconsin (NAFCo. being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that EURASIA be merged with and into NAFCo. with NAFCo. being the Surviving Corporation, under and pursuant to the laws of the State of Wisconsin and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 EURASIA shall be merged with and into NAFCo. in accordance with the laws of the State of Michigan and State of Wisconsin. The separate corporate existence of EURASIA shall thereby cease, and NAFCo. shall be the Surviving Corporation.

1.2 The Articles of Incorporation of NAFCo., at the Effective Time (as defined in section 2.1 below) of merger, shall be amended to read as follows:

"The name of the corporation is Eurasia Feather, Inc."
after a Certificate of Name Change is filed and approved by the State of Michigan.

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

A4 -> A4

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Wisconsin Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective at 11:30 p.m., on August 31, 2000, pursuant to the applicable provisions of the Michigan Business Corporation Act and the Wisconsin Business Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE III

CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of NAFCo, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation, except as noted in section 1.2, shall be effected by the merger.

3.2 The Bylaws of NAFCo, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of NAFCo, immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified

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in accordance with the laws of the State of Wisconsin and the Articles of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE IV

CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued and outstanding two thousand seven hundred fifty (2,750) shares of no par value common stock ("NAFCo. Common") which are the only outstanding shares of the Surviving Corporation.

4.2 The Surviving Corporation shall issue 270 shares of NAFCo. common stock.

4.3 The Merging Corporation presently has issued and outstanding three thousand seven hundred fifty (3,750) shares of \$10 par value common stock ("EURASIA Common").

4.4 At the Effective Time, each issued and outstanding share of EURASIA Common shall be converted into eighteen twenty-fifths (18/25) shares of (NAFCo. Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of EURASIA Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, one and seven eighteenths (1 7/18) shares of NAFCo. Common for every one (1) share of EURASIA Common previously represented by the stock certificates surrendered. Until so surrendered or presented for transfer, each outstanding certificate which prior to the Effective Time represented EURASIA Common shall be deemed and treated for all corporate purposes to represent the ownership of one and seven eighteenths (1 7/18) shares of (NAFCo. Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of EURASIA Common.

ARTICLE V

MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion and at any time prior to the filing with the Michigan Department of Consumer and Industry Services and with the State of Wisconsin Department of Financial Institutions of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

5.2 The Shareholders of NAFCo. and EURASIA dissenting to the Agreement and Plan shall be entitled, pursuant to the applicable provisions of the Michigan Business

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Corporation Act and the Wisconsin Business Corporation Act to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

NORTH AMERICAN FEATHER COMPANY, INC.

By: _____

{CORPORATE SEAL}

ATTEST: Brooks C. Pinnick
Secretary

EURASIA FEATHER, INC.

By: _____

{CORPORATE SEAL}

ATTEST: Brooks C. Pinnick
Secretary

Drafted by:
Brooks C. Pinnick
Attorney at Law
105 East Main Street
Warsaw, Indiana 46580-2742
(219) 267-6116

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