

07-16-2001



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**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

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

07/13/2001 ANMED1 00000154 75775739

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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

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)

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.)

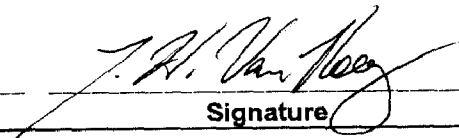
Deposit Account Number: #

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.

Thomas H. Van Hoozer
Name of Person Signing


Signature

July 2, 2001
Date Signed

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, 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:

"K-KLEAN CHEMICAL CO., INC.", A TEXAS CORPORATION,
WITH AND INTO "WEST AGRO, INC." UNDER THE NAME OF "WEST AGRO, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF NOVEMBER, A.D. 2000, AT 1 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE SECOND DAY OF DECEMBER, A.D. 2000.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1219231

DATE: 06-29-01

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TRADEMARK
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**CERTIFICATE OF OWNERSHIP AND MERGER
OF
K-KLEAN CHEMICAL CO., INC.
INTO
WEST AGRO, INC.**

**PURSUANT TO SECTION 253 OF
THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE**

Pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware (the "DGCL"), West Agro, Inc., a Delaware corporation with its principal offices located at 11100 North Congress Avenue, Kansas City, MO 64153-1296 ("West Agro") and one of the constituent corporations to and the surviving corporation in a merger (the "Merger") with K-Klean Chemical Co., Inc., a Texas corporation with its principal place of business located at 8939 Diplomacy Row, Dallas, Texas 75247 ("K-Klean"), has executed this Certificate of Ownership and Merger in accordance with Section 103 of the DGCL certifying the following:

1. West Agro is incorporated pursuant to the DGCL.
2. K-Klean is incorporated pursuant to the Texas Business Corporation Act (the "TBCA").
3. West Agro owns all of the issued and outstanding shares of capital stock of K-Klean.
4. Section 253 of the DGCL and Article 5.16 of the TBCA permit the merger of a wholly-owned subsidiary with and into its parent corporation, without the approval of the stockholders of either the parent or the subsidiary.
5. A Merger Agreement dated as of November 2, 2000, effective December 2, 2000, (the "Merger Agreement"), a copy of which is attached hereto as Exhibit A and incorporated by reference herein, by and between West Agro and K-Klean has been approved, adopted, certified, executed and acknowledged by the following resolutions of the Board of Directors of West Agro, duly adopted as of November 2, 2000:

RESOLVED, that the Board of Directors of West Agro (a) has reviewed the form and terms of the Merger Agreement and (b) hereby determines that the effectuation of the Merger Agreement is in the best interests of West Agro and its stockholders.

RESOLVED FURTHER, that each officer of West Agro (individually, the "Officer") is hereby authorized and directed, in the name and on behalf of West

Agro, to (a) execute, deliver and cause to be filed with the appropriate governmental authorities a Certificate of Ownership and Merger and the Merger Agreement, with such modifications or amendments thereto as such Officer, in such Officer's sole discretion, may deem necessary or appropriate and (b) take any and all actions necessary to implement and effectuate the Merger Agreement.

6. The surviving corporation, West Agro, Inc., shall assume all of K-Klean's liabilities and obligations.

IN WITNESS WHEREOF, West Agro has caused its corporate seal to be affixed and this Certificate to be signed by William T. Papineau, its President, and P. Stephen Harris, its Secretary, as of the 2nd day of November, 2000.

West Agro, Inc.

By: William Papineau
William T. Papineau
President

STATE OF MISSOURI)

) ss

COUNTY OF PLATTE)

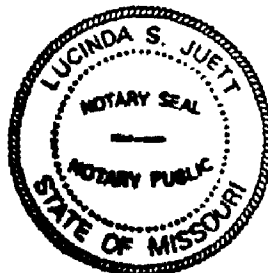
On this 7 day of Nov., 2000, before me personally appeared William T. Papineau to me personally known, who, being by me duly sworn, did say that he is the president of West Agro, Inc., a Delaware corporation and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said William T. Papineau acknowledged said instrument to be the free act and deed of said corporation.

Lucinda S. Juett
Notary Public

S E A L

My Commission Expires:

06/19/02



LUCINDA S. JUETT
Notary Public - State of Missouri
PLATTE COUNTY
My Commission Expires 06/19/02

MERGER AGREEMENT

THIS MERGER AGREEMENT made and entered into as of the 2nd day of November, 2000, by and between K-Klean Chemical Co., Inc., a Texas corporation with its principal place of business located at 8939 Diplomacy Row, Dallas, Texas 75247 ("K-Klean") and West Agro, Inc., a Delaware corporation with its principal offices located at 11100 North Congress Avenue, Kansas City, Missouri 64153-1296 ("West Agro")

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware (the "DGCL"), and Article 5.16 of the Texas Business Corporation Act (the "TBCA"), K-Klean and West Agro desire to merge K-Klean, a wholly-owned subsidiary, into West Agro, its parent corporation, with West Agro to be the surviving corporation (the "Surviving Corporation") and the separate existence of K-Klean to cease.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

Section 1. The Merger. Upon the terms and subject to the conditions contained herein, and in accordance with the laws of their respective states of incorporation, K-Klean shall be merged with and into West Agro (the "Merger") effective as of December 2, 2000 (the "Effective Time"). Following the Merger, West Agro shall continue as the Surviving Corporation governed by the laws of the State of Delaware, and the separate corporate existence of K-Klean shall cease.

Section 2. Authorized and Outstanding Shares. The total number of shares of stock of all classes that West Agro has authority to issue is One Thousand (1,000) shares of common stock without par value.

The total number of shares of stock of all classes that K-Klean has authority to issue is One Hundred Thousand (100,000) shares of common stock with a par value of One Dollar (\$1.00).

Section 3. K-Klean Shares Owned by West Agro. The number of outstanding shares of K-Klean owned by West Agro, being more than ninety percent (90%) of the issued shares of K-Klean, is as follows:

	Total Shares Outstanding	Total Shares Owned by <u>West Agro</u>
Common stock par value \$1	6,311	6,311

Section 4. Mode of Effecting the Merger. This Agreement shall be submitted to the Boards of Directors of West Agro and K-Klean for their approval, which approval may be made by unanimous written consent in lieu of a meeting. Upon approval by the Boards of Directors, the authorized officers of each of West Agro and K-Klean shall execute all documents and agreements and take such further acts as they shall deem necessary or appropriate to effectuate the purpose and intent of the Merger. No approval of the stockholders of either company is required pursuant to Section 251 of the DGCL and Article 5.16 of the TBCA

Section 5. Effects of the Merger. At the Effective Time, the Merger shall have the effects set forth in Section 259 of the DGCL and Article 5.06 of the TBCA. The Surviving Corporation shall succeed to, without other transfers, and shall possess and enjoy, all of the rights, privileges, powers and franchises, both of a public and private nature, and be subject to all of the restrictions, disabilities, liabilities, debts, obligations and duties of each of West Agro and K-Klean and all property, real, personal and mixed, and all debts to either of West Agro or K-Klean on whatever account, shall be vested in the Surviving Corporation.

Section 6. Certificate of Incorporation and Bylaws. The Certificate of Incorporation of West Agro, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law. The Bylaws of West Agro, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by law.

Section 7. Directors and Officers. The directors and officers of West Agro shall be the directors and officers of the Surviving Corporation until such time as they resign, die or are removed from office or until their successors are duly elected and qualified.

Section 8. Accounting Matters. The assets and liabilities of K-Klean, as of the Effective Time, shall be taken up on the books of the Surviving Corporation in the amounts at which they shall be carried at that time on the books of K-Klean. Differences in the accounting procedures of West Agro and K-Klean shall be reconciled as determined by the Surviving Corporation.

Section 9. Conversion of Shares. Each share of common stock of K-Klean that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of K-Klean or its stockholder, be cancelled automatically as a result of the Merger and the sole stockholder of K-Klean shall receive no consideration in exchange therefor.

Section 10. Amendment. By mutual consent of their respective Boards of Directors, the parties may amend, modify or supplement this Agreement, in writing, at any time prior to the filing of this Agreement with any Secretary of State.

Section 11. Termination. Subject to the provisions of Section 251 of the DGCL, by mutual consent of their respective Boards of Directors, the parties may terminate this Agreement, and the Merger and other transactions herein provided for may be abandoned, at any time prior to the filing of this Agreement with any Secretary of State.

Section 12. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Section 13. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same document.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understanding, both written and oral, among the parties with respect to the subject matter hereof.

Section 15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

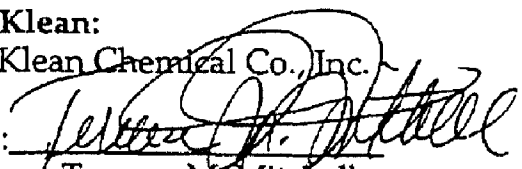
Section 16. Parties and Interests. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the date first above written.

K-Klean:

K-Klean Chemical Co., Inc.

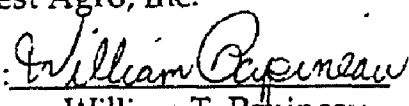
By:


Terence M. Mitchell
Executive Vice President

West Agro:

West Agro, Inc.

By:


William T. Papineau
President

STATE OF MISSOURI)

) ss

COUNTY OF PLATTE)

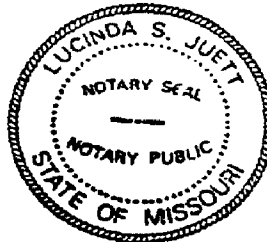
On this 2 day of Nov, 2000 before me personally appeared Terence M. Mitchell to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of K-Klean Chemical Co., Inc., a Texas corporation and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said Terence M. Mitchell acknowledged said instrument to be the free act and deed of said corporation.

Lucinda S. Juett
Notary Public

S E A L

My Commission Expires:

06/19/02



LUCINDA S. JUETT
Notary Public - State of Missouri
PLATTE COUNTY
My Commission Expires 06/19/02

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) ss

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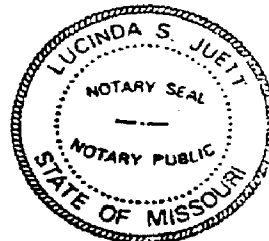
On this 2 day of Nov, 2000 before me personally appeared William T. Papineau to me personally known, who, being by me duly sworn, did say that he is the president of West Agro, Inc., a Delaware corporation and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said William T. Papineau acknowledged said instrument to be the free act and deed of said corporation.

Lucinda S. Juett
Notary Public

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