

09-05-2001

Docket No.:



Tab settings

To the Honorable Commissioner of Patent

101833094

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Saputo Cheese USA I Inc.
25 Tri-State International Office Center
Suite 250
Lincolnshire, Illinois 60069

8-21-01

- Individual(s)
- General Partnership
- Corporation-State **Wisconsin**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 31, 1999

2. Name and address of receiving party(ies):

Name: Saputo Cheese USA Inc.
Internal Address: Suite 250
Street Address: 25 Tri-State International Office Center
City: Lincolnshire State: IL ZIP: 60069

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)



1,987,023

08-21-2001

U.S. Patent & TMOs/TM Mail RptDt. #71

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Melissa Masiello, Esq.
Internal Address: Bell, Boyd & Lloyd LLC

Street Address: P.O. Box 1135

City: Chicago State: IL ZIP: 60690

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

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9. 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.

Line Saputo, Jr.
Name of Person Signing

[Signature]
Signature

8-17-01
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

MAR 31 AM 11:59

**AGREEMENT AND PLAN OF MERGER
AND ARTICLES OF MERGER**

AGREEMENT AND PLAN OF MERGER AND ARTICLES OF MERGER (this "Agreement"), dated March 31, 1999, by and among Saputo Cheese USA Inc., a Delaware corporation ("Acquiror"), and Saputo Cheese USA I Inc., a Wisconsin corporation ("Target"). Target and Acquiror are hereinafter sometimes referred to together as the "Constituent Corporations."

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APR 02 12:00PM
#. A

RECITALS

173064 DCORP-MI

100.00

WHEREAS, Target desires to merge with Acquiror and Acquiror desires to merge with Target, all upon the terms and subject to the conditions of this Agreement;

WHEREAS, the Boards of Directors of each of Target and Acquiror, and each of the stockholders of Target and Acquiror approved the merger of Target with and into Acquiror (the "Merger") and the transactions contemplated thereby in accordance with Section 180.1103 of the Wisconsin Business Corporation Law (the "WBCL"); and

WHEREAS, the Merger is intended to constitute a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties hereto agree as follows:

AGREEMENT

APR 02 12:00PM
#. B

ARTICLE I

173064 EXPED 25

25.00

The Merger

SECTION 1.01. The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 252 and other applicable provisions of the Delaware General Corporate Law (the "DGCL") and Section 180.1107 and other applicable provisions of the WBCL, Target shall be merged with and into Acquiror at the Effective Time (as defined in Section 1.02). Following the Effective Time, the separate corporate existence of Target shall cease and Acquiror shall continue as the surviving corporation (the "Surviving Corporation") under the laws of the State of Delaware.

(b) From and after the Effective Time, by virtue of the Merger and without any action on the part of Target or Acquiror or the holders of any securities of Target or Acquiror, (i) the separate existence of Target shall cease; (ii) the Surviving Corporation

shall succeed, without other transfer, to all assets and property of every description, and every interest therein, wherever located, and the rights, privileges and immunities, powers, franchises and authority, of a public as well as a private nature, of the Constituent Corporations; (iii) all obligations belonging to or due either of the Constituent Corporations shall be vested in and become the obligations of the Surviving Corporation without further act or deed; (iv) title to any real estate or any interest therein vested in either of the Constituent Corporations shall be vested in and become that of the Surviving Corporation without further act or deed; (v) title to any real estate or any interest therein shall not revert or in any way be impaired by reason of the Merger; (vi) all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; and (vii) the Surviving Corporation shall be liable for all the obligations of the Constituent Corporations and any claim existing or actions or proceedings pending, by or against either of the Constituent Corporations may be prosecuted to judgment with right of appeal, as if the Merger had not taken place of if the Surviving Corporation had been substituted in the proceeding for the Constituent Corporation whose existence had ceased.

SECTION 1.02. Effective Time. To effectuate the Merger, on or before April 1, 1999, the parties shall file a certificate of merger or other appropriate documents (in any such case, the "Certificate of Merger") in the form required by and executed in accordance with the relevant provisions of the DGCL, with the Secretary of State of Delaware, and shall file this Agreement or other appropriate documents, in the form required by and executed in accordance with the relevant provisions of the WBCL, with the Department of Financial Institutions of the State of Wisconsin, and shall make all other filings or recordings required under the DGCL or WBCL to effectuate fully the Merger. The Merger shall become effective at 12:01a.m., Wilmington, Delaware time on April 1, 1999 (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

SECTION 1.03. Certificate of Incorporation and By-laws. The Certificate of Incorporation and Bylaws of Acquiror as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation until thereafter amended in accordance with the terms thereof and as provided by law.

SECTION 1.04. Directors. The directors of Acquiror immediately prior to the Effective Time shall become the directors of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly appointed or elected, as the case may be, in accordance with the Certificate of Incorporation of the Surviving Corporation and applicable law.

SECTION 1.05. Officers. The officers of Acquiror immediately prior to the Effective Time shall be the officers of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly appointed or elected and qualified, as the case may be, in accordance with the Certificate of incorporation of the Surviving Corporation and applicable law.

SECTION 1.06. Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either of the Constituent Corporations acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of the Constituent Corporations or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

ARTICLE II

Conversion and Exchange of Shares

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limited
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A

SECTION 2.01. Shares. Each share of Target's Common Stock, par value ~~\$.001~~ ^{\$100.00} per share, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and converted at the Effective Time into the right to receive 0.3673 shares of Common Stock, par value \$.01 per share, of Acquiror.

ARTICLE III

General Provisions

SECTION 3.01. Interpretation. When a reference is made in this Agreement to an Article, Section, subsection, Exhibit or Schedule, such reference shall be to an Article or Section, subsection of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. Whenever the words "include", "includes" and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Headings of the Articles and Sections of this Agreement are for the convenience of reference only, and shall be given no substantive or interpretive effect whatsoever. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

SECTION 3.02. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 3.03. No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties any rights or remedies.

SECTION 3.04. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

SECTION 3.05. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

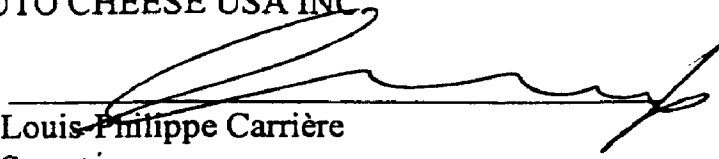
SECTION 3.06. Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval by the shareholders, by mutual consent of the Boards of Directors of Target and Acquiror.

SECTION 3.07. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of Target and Acquiror.

IN WITNESS WHEREOF, Target and Acquiror have caused this Agreement to be signed by their respective officers thereunto duly authorized, all on the date first written above.

SAPUTO CHEESE USA INC.

By:



Louis-Philippe Carrière
Secretary

SAPUTO CHEESE USA I INC.

By:



Louis-Philippe Carrière
Secretary

This document was drafted by Gavin A. Beske

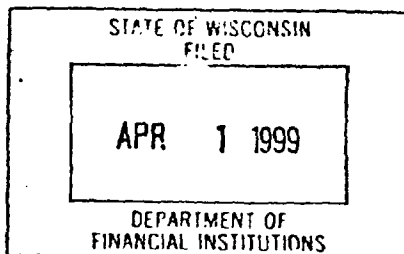
[SIGNATURE PAGE TO SAPUTO CHEESE USA INC./SAPUTO CHEESE USA I INC. AGREEMENT AND PLAN OF MERGER AND ARTICLES OF MERGER]

Articles of Merger

Mergers: Saputo Cheese USA Inc. (Domestic)

Into: Saputo Cheese USA Inc. (foreign) (Survivor)

Merger
Effective
4/1/99



#100.00 plus \$25 Exp. F.

Genevieve Meyers
% Dane County Title Company, Inc.
901 S. Whitney Way
Madison, WI 53711

CERTIFICATE OF MERGER

OF

SAPUTO CHEESE USA I INC., a Wisconsin corporation

WITH AND INTO

SAPUTO CHEESE USA INC., a Delaware corporation

PURSUANT TO SECTION 252 OF THE DELAWARE GENERAL CORPORATION LAW

The undersigned corporation hereby certifies that:

FIRST: The names and states of incorporation of the constituent corporations are as follows:

Name	State of Incorporation
Saputo Cheese USA Inc.	Delaware
Saputo Cheese USA I Inc.	Wisconsin

SECOND: An Agreement and Plan of Merger and Articles of Merger dated as of March 31, 1999, between the constituent corporations has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is Saputo Cheese USA Inc., a Delaware corporation.

FOURTH: Upon the effectiveness of the merger, the Certificate of Incorporation of Saputo Cheese USA Inc., a Delaware corporation, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: The executed Agreement and Plan of Merger and Articles of Merger is on file at the office of the surviving corporation. The address of said office is 25 Tri-State International Office Center, Suite 250, Lincolnshire, Illinois 60069.

SIXTH: A copy of the Agreement and Plan of Merger and Articles of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of Saputo Cheese USA I Inc., a Wisconsin corporation consists solely of 2,000 shares of Common Stock, par value \$.001.

EIGHTH: The merger shall be effective as of 12:01 a.m., Wilmington, Delaware time on April 1, 1999.

IN WITNESS WHEREOF, the undersigned has executed and subscribed to this Certificate of Merger on behalf of Saputo Cheese USA Inc. as its authorized officer and hereby affirms, under penalties of perjury, that this Certificate of Merger is the act and deed of such corporation and that the facts stated herein are true.

Dated: March 31, 1999

SAPUTO CHEESE USA INC., a Delaware corporation

By: /s/ Louise-Philippe Carrière
Louis-Philippe Carrière
Secretary

[SIGNATURE PAGE TO SAPUTO CHEESE USA INC./SAPUTO CHEESE USA I INC.
CERTIFICATE OF MERGER]

FAB90700.017/4

Department of the Treasury
Internal Revenue Service

Please type or print Name of corporation SAPUTO CHEESE USA I INC.		Employer identification number 39-0853314	
Number, street, and room or suite no. (If a P.O. box number, see instructions below.) 25 TRI-STATE INTERNATIONAL OFFICE CENTER SUITE 250		Check type of return <input checked="" type="checkbox"/> 1120 <input type="checkbox"/> 1120-L <input type="checkbox"/> 1120-IC-DISC <input type="checkbox"/> 1120S <input type="checkbox"/> Other ▶	
City or town, state, and ZIP code LINCOLNSHIRE, ILLINOIS 60069			
1 Date incorporated 06/22/89	2 Place incorporated WISCONSIN	3 Type of liquidation <input checked="" type="checkbox"/> Complete <input type="checkbox"/> Partial	4 Date resolution or plan of complete or partial liquidation was adopted 04/01/99
5 Service Center where corporation filed its immediately preceding tax return OGDEN, UT	6 Last month, day, and year of immediately preceding tax year 04/30/98	7a Last month, day, and year of final tax year 03/31/99	7b Was corporation's final tax return filed as part of a consolidated income tax return? If "Yes," complete 7c, 7d, and 7e. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7c Name of common parent SAPUTO HOLDINGS, INC.		7d Employer identification number of common parent 03-0316709	7e Service Center where consolidated return was filed ANDOVER, MA
8 Total number of shares outstanding at time of adoption of plan of liquidation		Common 600	Preferred
9 Date(s) of any amendments to plan of dissolution			
10 Section of the Code under which the corporation is to be dissolved or liquidated		368 (A) (1) (a)	
11 If this return concerns an amendment or supplement to a resolution or plan, enter the date the previous Form 966 was filed			

Attach a certified copy of the resolution or plan and all amendments or supplements not previously filed.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

	TAX DIRECTOR	04/30/99
Signature of officer	Title	Date

Instructions

Who must file. A corporation must file Form 966 if it adopts a resolution or plan to dissolve the corporation or liquidate any of its stock. Exempt organizations are not required to file Form 966. These organizations should see the Instructions for Form 990 or 990-PF.

When and where to file. File Form 966 within 30 days after the resolution or plan is adopted to dissolve the corporation or liquidate any of its stock. If the resolution or plan is amended or supplemented after Form 966 is filed, file another Form 966 within 30 days after the amendment or supplement is adopted. The additional form will be sufficient if the date the earlier form was filed is entered on line 11 and a certified copy of the amendment or supplement is attached. Include all information required by Form 966 that was not given in the earlier form.

File Form 966 with the Internal Revenue Service Center where the corporation is required to file its income tax return.

Distribution of property. A corporation must recognize gain or loss on the distribution of its assets in the complete liquidation of its stock. For purposes of determining gain or loss, the distributed assets are valued at fair market value. Exceptions to this rule apply to liquidation of a subsidiary and to a distribution that is made pursuant to a plan of reorganization.

Address. Include the suite, room, or other unit number after the street address. If mail is not delivered to the street address and the corporation has a P.O. box, enter the box number instead of the street address.

Signature. The return must be signed and dated by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or any other corporate officer (such as tax officer) authorized to sign. A receiver, trustee, or assignee must sign and date any return required to be filed on behalf of a corporation.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested by a form or its instructions that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books and records relating to a form or its instructions must be retained as long as their content may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

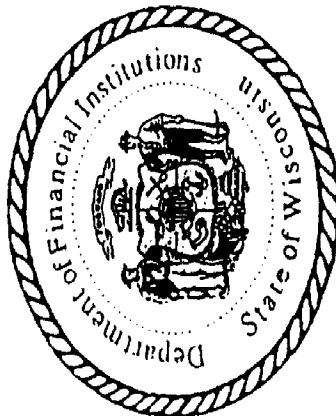
- Recordkeeping 5 hr., 1 min.
- Learning about the law or the form 6 min.
- Preparing and sending the form to the IRS 11 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. DO NOT send the tax form to this office. Instead, see When and where to file on this page.

DEPARTMENT OF FINANCIAL INSTITUTIONS

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the document on file in the Corporations unit of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.



Richard L. Dean, Secretary
Department of Financial Institutions

DATE: APR 22 1999

BY: Robert Kassis

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

