

415102

04-11-2002



Form PTO-1594

U.S. Department of Commerce  
Patent and Trademark Office

102052450  
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Consolidated Nutrition, L.C.

Individual(s)  
 General Partnership  
 Corporation-State  
 Association  
 Limited Partnership  
 Other - Iowa Limited Liability Co.

Additional name(s) of conveying party(ies) attached?  yes  no



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

Name: ADM Alliance Nutrition, Inc.  
 Internal Address:  
 Street Address: 4666 Faries Parkway  
 City: Decatur State: IL Zip Code: 62526  
 Country: U.S.A.

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date(s): December 14, 2001

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

If assignee is not domiciled in the United States, a domestic representation is attached:  Yes  No.

(Designations must be a separate document from Assignment.)

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

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

A. Trademark Application No(s).

B. Trademark Registration No(s).  
(Please see attached Schedule A)

Additional numbers attached?  yes  no

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

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.  
 Attn: Tracy-Gene G. Durkin  
 Internal Address: c/o  
 Street Address: 1100 New York Ave., N.W.  
 City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and registrations involved  
77

7. Total fee (37 C.F.R. § 3.41).....\$ 1,940.00  
 Enclosed  
 Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

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DO NOT USE THIS SPACE

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.*

Kimberly N. Reddick  
Name of Person Signing

[Signature]  
Signature

4/5/02  
Date

Total number of pages including cover sheet, attachments and document 6

OMB NO. 0651-0011 (exp.4/94)

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

## SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
AIM	1,991,891
ALLIANCE	2,252,350
AMINOGAIN	1,700,168
AMINOGAIN	1,699,297
AMINOTEK	1,659,062
AQUA-LYTE	1,793,376
BLUE DEATH	1,056,855
BOAR-LIFE	1,940,955
BOVAGAIN	1,745,054
CALFLAC	1,696,374
CONSOLIDATED NUTRITION	2,049,536
CRATE-MILK	2,300,799
DYNAMINO	2,073,275
DYNASTART	2,071,197
EARLY START	2,056,900
FARMACY	1,680,056
FAT 'N FIBER	1,551,520
FAT 'N FIBER	2,103,501
FEED EASY	1,047,806
FEED POWER	1,671,977
FORECASTER IGNITOR	1,981,904
GOAL MAKER	1,566,249
H.F.R.S.	2,333,340
HI ENERGY GOLDEN LIQUID	1,554,953
HIDE-A-PACK	1,135,470
KICK OFF	2,152,758
LIQUA PRO	2,353,953
LIQUI-BLEND	1,121,125
MASTER MIX (and Design)	721,106
MASTER MIX PROUD PAWS	2,070,581
MASTER MIX PROTEK	1,498,848
MASTER MIX	629,653
MASTER MIX PLAYFUL PAWS	2,070,580
MASTER MIX (and Design)	725,116
MASTER MIX	1,098,515
MASTER SOY	614,030
MASTER MIX	667,843
MASTERGAIN	1,834,314
MASTERTEK	1,812,318
MAXI-LEAN	2,254,949
METABALANCE	1,939,779
MICRETS	1,788,943
MOMENTUM	1,761,599

**SCHEDULE A Continued,****MARK****REGISTRATION NUMBER**

PARTNERS IN PROGRESS	2,282,089
PATRIOT	1,943,927
PATRIOT	2,100,002
PEN PALS	2,164,384
PIG MASTER	1,586,002
PIGAMINO	2,071,222
POWERGAIN	2,298,624
PRIMER	2,184,955
PRO-SILAGE BUILDER	2,281,406
PROSPECTOR	2,018,088
PROSPONSE	1,948,540
RANGE MAXIMIZER	1,606,122
RESOLUTION	2,055,291
SHOW STOPPER	1,959,854
SNAP	2,106,781
SOYTEK	1,651,994
SPECIFIC SWINE FEEDS	1,933,988
STABLE MASTER	1,585,010
STARTAMINO	2,071,218
STEAKMASTER	1,782,848
STEPUP	2,146,637
STRESSFIGHTER	1,496,968
SUPER 250	1,074,845
SUPER START	2,071,209
SUPERLEAN	1,679,806
SUPERMIX	2,170,898
SUPERSWEET	2,102,799
SUPERSWEET (Stylized)	620,025
SWINE LINE	1,703,234
TINDLE FEEDS (and Design)	1,788,360
TINDLE FEEDS	1,788,361
TITRATION	2,236,993
ULTRABALANCE	2,254,100
WIPE OUT	2,171,559

**PLAN AND AGREEMENT OF MERGER**

This Plan and Agreement of Merger (the "Agreement") is entered into as of December 14, 2001, by and between ADM Alliance Nutrition, Inc., an Illinois corporation ("ADM Alliance") with a place of business at 4666 Farles Parkway, Decatur, Illinois 62526, and Consolidated Nutrition, L.C., an Iowa limited liability company ("Consolidated") with a place of business at 4666 Farles Parkway, Decatur, Illinois 62526.

**WITNESSETH:**

WHEREAS, ADM Alliance and Consolidated desire to merge into a single entity;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, ADM Alliance and Consolidated hereby agree to the terms and conditions of the merger and mode of carrying the same into effect as follows:

1. Consolidated hereby merges into ADM Alliance, which shall be the surviving entity.

2. As a result of the merger of Consolidated into ADM Alliance, all membership interests of Consolidated are hereby extinguished.

3. The Articles of Incorporation of ADM Alliance as heretofore amended and as in effect on the date of the merger provided for in this Agreement shall continue in full force and effect as the Articles of Incorporation of the entity surviving this merger.

4. All of the outstanding membership interests of Consolidated are owned by the surviving entity, ADM Alliance. The manner of converting the outstanding shares of the capital stock of the surviving corporation and the membership interests of the merged company shall be as follows:

(a) Each share of the capital stock of the surviving corporation, which shall be issued and outstanding on the effective date of this merger, shall remain issued and outstanding.

(b) Each membership interest of the merged company which shall be outstanding on the effective date of this merger, shall, by virtue of the merger and without any action by the holder thereof, be cancelled.

5. Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Consolidated shall be transferred to, vested in and devolve upon ADM.

6. Alliance as the surviving entity without further act or deed. All debts, liabilities and duties of Consolidated shall attach to and be assumed by ADM Alliance as the surviving entity.

7. The Bylaws of ADM Alliance as they shall exist on the effective date of this merger shall be and remain the Bylaws of ADM Alliance until the same shall be altered, amended or repealed as therein provided.

8. The directors and officers of ADM Alliance shall continue in office until the next annual meeting of shareholders and directors and their successors shall have been elected and qualified.

9. This merger shall become effective January 1, 2002.

10. The officers and managers of Consolidated hereby agree to execute all deeds, assignments and other documents, from time to time, as requested by ADM Alliance and to take or cause to be taken such further actions as ADM Alliance may deem necessary or desirable in order to vest in and confirm to ADM Alliance title to and possession of any property of Consolidated acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of ADM Alliance are fully authorized in the name of Consolidated or otherwise to take any and all such action. The officers and managers of Consolidated shall continue in office and to be authorized to act on behalf of Consolidated for so long as any of the foregoing actions may need to be taken.

11. This Agreement was approved and adopted by the board of managers of Consolidated and the board of directors of ADM Alliance and by unanimous consent of the members of Consolidated. Pursuant to Section 11.20(c) of the Illinois Business Corporation Act, no vote of the shareholders of ADM Alliance is necessary in that the Agreement does not amend in any respect ADM Alliance's Articles of Incorporation; each share of ADM Alliance outstanding immediately prior to the effective date of the merger has the identical designations, preferences, qualification, limitations, restrictions, and special relative rights immediately after the date thereof; and no common share of ADM Alliance, no shares or securities or obligations convertible into such shares are to be issued or delivered under the plan of merger.

12. This Agreement shall be maintained on file at the offices of ADM Alliance and a copy hereof will be furnished by ADM Alliance on request without cause, to any shareholder of ADM Alliance.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by the board of directors of ADM Alliance and board of managers of Consolidated, respectively, have caused this Agreement to be executed by the authorized representatives of each party on the date first

above written, and each authorized representative hereby affirms and acknowledges under the penalties of perjury that the execution of this Agreement is the act and deed of ADM Alliance and Consolidated, respectively, and the facts stated herein are true.

ADM ALLIANCE NUTRITION, INC.

CONSOLIDATED NUTRITION, L.C.

By: *[Signature]*  
Its: Vice President

By: *[Signature]*  
Its: President

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