

RECC

05-07-2002

Reference Nos. 30016/



To the Honorable Commissioner of Patents and
thereof.

1 documents or copies

102079965

1. Name of conveying party(ies):
Chr. Hansen's Laboratory, Inc.

- Individuals
- General Partnership
- Corporation- New York
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes
 No

7-22-02

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

Chr. Hansen's Laboratory, Inc.
9015 West Maple Street
Milwaukee, WI 53214

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____

Corporation-State: Wisconsin _____
 Other: Limited Liability Company _____

If assignee is not domiciled in the United States, a
domestic representative designation is attached:

Yes No

(Designation must be a separate document from
Assignment).

Additional name(s) & address(es) attached?

Yes No

3. Nature of Conveyance:

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

Execution Date: February 15, 1994

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

~~1967948~~
1998244

Additional numbers attached? Yes No

5. Mail correspondence to:

Jill Anderfuren
MARSHALL, GERSTEIN & BORUN
6300 Sears Tower -- 233 South Wacker Drive
Chicago, Illinois 60606
(312) 474-6300

6. Total number of applications and registrations
involved: 2

7. Attached is a check in the amount of \$ 65.00 the
total fee due pursuant to 37 C.F.R. §3.41.

8. Commissioner is hereby authorized to charge any
deficiency in the amount enclosed or any additional
fees which may be required under 37 C.F.R. §3.41, or
credit any overpayment, to Deposit Account No. 13-2855.
A copy of this Recordation Form Cover Sheet is enclosed.

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.

Jill Anderfuren
Name of Person Signing

Jill Anderfuren
Signature

April 10, 2002
Date

Total number of pages comprising cover sheet: 3

MOGDOC #64273

05/06/2002 TDIAZ1 00000124 1967948

01 FC:481 40.00 OP
02 FC:482 25.00 OP

①

United States of America

STATE OF WISCONSIN

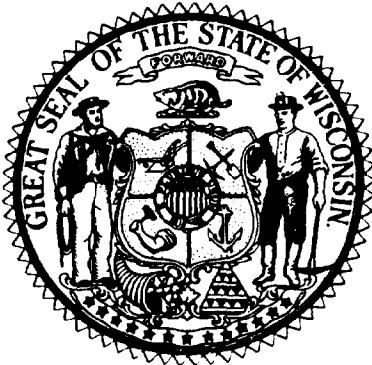
OFFICE OF THE
SECRETARY OF STATE

SS.

To All to Whom These Presents Shall Come, Greeting:

I, DOUGLAS La FOLLETTE, Secretary of State of the State of Wisconsin and Keeper of the Great Seal thereof, do hereby certify that annexed copy has been compared by me with the document on file in this Office 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 Great Seal of the State.



Douglas La Follette
DOUGLAS La FOLLETTE
Secretary of State

BY: *Deidre D Taylor*

DATE: DEC 28 1994

Corporation Division

IN WITNESS WHEREOF, Hansen's Merger Corp. has caused these Articles of Merger to be executed as of the 15th day of February, 1994.

HANSEN'S MERGER CORP.

BY: *W. Olga Brinkerhoff*
W. Olga Brinkerhoff, President

This instrument was drafted by:
Robert C. Risch, Jr.
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202

Rep. Ch. 200
2/18/94

DEC 01 12:00PM

S. S.

135470 DPED 25

25.00

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ARTICLES OF MERGER

02 12:00PM

135469 DCOFF-WI

100.00

OF

CHR. HANSEN'S LABORATORY, INC.
(a New York Corporation)

02 2100223
(3187m)

MITH AND INTO

HANSEN'S MERGER CORP.
(a Wisconsin Corporation)

01 11027074

19:13

The undersigned officer of Hansen's Merger Corp., a Wisconsin corporation, hereby executes these Articles of Merger pursuant to Sections 180.1105 and 180.1107 of the Wisconsin Business Corporation Law (the "WBCL") and hereby certifies as follows:

1. Hansen's Merger Corp. and Chr. Hansen's Laboratory, Inc., a New York corporation, have entered into an Agreement and Plan of Merger, a true copy of which is attached hereto as Exhibit A, which constitutes the Plan of Merger between them and is hereby incorporated herein by this reference.

2. Chr. Hansen's Laboratory, Inc. is the holder of all of the issued and outstanding shares of stock of Hansen's Merger Corp.

3. Said Plan of Merger was adopted and approved by the Boards of Directors and shareholders of Hansen's Merger Corp. and Chr. Hansen's Laboratory, Inc., in accordance with Section 180.1103 of the WBCL.

4. All provisions of the laws of the States of Wisconsin and New York applicable to the proposed merger have been complied with.

IN WITNESS WHEREOF, Hansen's Merger Corp. has caused these Articles of Merger to be executed as of the 15th day of February, 1994.

HANSEN'S MERGER CORP.

By: *W. Leigh Brinkerhoff*
W. Leigh Brinkerhoff, President

This instrument was drafted by:
Robert C. Risch, Jr.
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202

01 12:00PM

S. S.

135479 DPED 25

25.00

1/18/94

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
OF
CHR. HANSEN'S LABORATORY, INC.
WITH AND INTO
HANSEN'S MERGER CORP.

THIS AGREEMENT AND PLAN OF MERGER, made and entered into as of the 15th day of February, 1994, by and between CHR. HANSEN'S LABORATORY, INC., a New York corporation (hereinafter sometimes referred to as "Hansen's") and HANSEN'S MERGER CORP., a Wisconsin corporation (hereinafter sometimes referred to as "HMC" or the "Surviving Corporation"), said corporations being hereinafter jointly referred to as the "Constituent Corporations."

W I T N E S S E T H:

WHEREAS, Hansen's is a corporation duly organized and existing under the laws of the State of New York which has 2,500 shares of \$100 par value Preferred Stock and 150,000 shares of \$20 par value Common Stock issued and outstanding; and

WHEREAS, HMC is a corporation duly organized and existing under the laws of the State of Wisconsin; and

WHEREAS, Hansen's owns all of the issued and outstanding shares of stock of HMC; and

WHEREAS, the respective Boards of Directors of Hansen's and HMC have deemed it advisable to merge in order to obtain operating economies and efficiencies, and have approved a Plan of Merger of Hansen's into HMC on the terms and conditions hereinafter set forth in accordance with the laws of the States of New York and Wisconsin which permit such merger.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The names of the corporations proposing to merge are Chr. Hansen's Laboratory, Inc. and Hansen's Merger Corp.

2. On the Effective Date (as defined in Paragraph 13, below), Hansen's shall merge with and into HMC and the Surviving Corporation shall exist by virtue and under the laws of the State of Wisconsin. The corporate identity, existence, purpose, powers, franchises, rights and immunities of HMC shall continue unaffected and unimpaired by the merger, and the Surviving Corporation shall possess all of the rights, privileges, powers,

amenities and franchises, as well as of a public as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every interest of, or belonging to, or due to each of the Constituent Corporations, shall be taken and deemed to be transferred and vested in the Surviving Corporation without further act or deed; and the title to all real estate or any interest therein, vested in either of the Constituent Corporations shall not revert or in any way be impaired by reason of the merger. The separate existence of Hansen's shall cease upon this Plan of Merger becoming effective and thereupon Hansen's and the Surviving Corporation shall become a single corporation.

3. On the Effective Date, the Articles of Incorporation of HMC shall be and remain the Articles of Incorporation of the Surviving Corporation, which Articles shall be amended by deleting Article I thereof and inserting in its place the following:

ARTICLE I

The name of the corporation is "Chr. Hansen's Laboratory, Inc."

4. The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger.

5. On the Effective Date of the merger, the 10 shares of \$20 par value Common Stock of HMC now owned and held by Hansen's shall be cancelled and no shares of stock of HMC shall be issued in respect thereof.

6. Subject to the rights granted to the shareholders of the Constituent Corporations to demand and receive payment for the value of their shares pursuant to §180.1201 through §180.1331 of the Wisconsin Business Corporation Law and §623 of the New York Business Corporation Law, by virtue of the merger without any action on the part of the holder, each issued and outstanding share of \$20 par value Common Stock of Hansen's shall be and become converted automatically into one fully paid and non-accessible share of \$20 par value Common Stock of the Surviving

Corporation and each issued and outstanding share of \$100 par value Preferred Stock of Hansen's shall be and become converted automatically into one fully paid and non-assessable share of \$100 par value Preferred Stock of the Surviving Corporation. Certificates representing shares of \$20 par value Common Stock of Hansen's shall automatically become certificates representing the same number of shares of \$20 par value Common Stock of the Surviving Corporation and certificates representing shares of \$100 par value Preferred Stock of Hansen's shall automatically become certificates representing the same number of shares of \$100 par value Preferred Stock of the Surviving Corporation and the holders thereof shall be entitled to precisely the same rights which they would enjoy if they held certificates issued by the Surviving Corporation.

7. All corporate acts, plans, policies, contracts, approvals and authorizations of Hansen's, its shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereupon as the same with respect to Hansen's. The employees of Hansen's shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of Hansen's, subject to such changes and modifications as the Surviving Corporation shall consider appropriate.

8. The By-Laws of HMC as they exist on the Effective Date shall be and remain the By-Laws of the Surviving Corporation until altered, amended or repealed in accordance with law, the Articles of Incorporation or said By-Laws.

9. The Board of Directors of Hansen's prior to the merger shall, upon the Effective Date, be and remain the Board of Directors of the Surviving Corporation, and they shall hold office until the next annual meeting of the shareholders of the Surviving Corporation and/or until their successors are duly elected and qualified.

10. The officers of Hansen's prior to the date of merger shall, upon the Effective Date, be and remain the officers of the Surviving Corporation, and they shall hold office until their respective successors are duly elected and qualified.

11. The first annual meeting of the shareholders of the Surviving Corporation held after the Effective Date shall be the annual meeting provided by the By-Laws of HMC. The first regular meeting of the Board of Directors of the Surviving

Corporation held after the Effective Date shall be convened in a manner provided in the By-Laws of HMC and may be held at the time and place specified in the notice of meeting.

12. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property or rights of Hansen's, the proper officers and directors of Hansen's shall, and will, execute and make all such proper assignments and assurances in law and do all things necessary or proper to vest such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

13. Pursuant to Section 906(a) of the New York Business Corporation Law and to Section 180.0123(2) of the Wisconsin Business Corporation Law, the merger to be accomplished by this Agreement and Plan of Merger shall become effective on February 28, 1994, herein sometimes referred to as the "Effective Date."

14. Notwithstanding anything contained herein to the contrary, this Plan of Merger may be terminated and abandoned by the Boards of Directors of Hansen's or HMC at any time prior to the filing of the Certificate of Merger with the New York Department of State and the filing of the Articles of Merger with the Wisconsin Secretary of State, if the Boards of Directors of Hansen's or HMC should decide that it would not be in the best interest of the Surviving Corporation.

15. This merger is intended to constitute a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and corresponding provisions of the New York and Wisconsin Statutes.

IN WITNESS WHEREOF, the officers of each corporation have executed this Agreement and Plan of Merger on the day, month and year first above written.

CHR. HANSEN'S LABORATORY, INC.

By: W. Leigh Brinkerhoff, President

Attest:

Debra K. Kessler, Secretary

(signatures continued on next page)

HANSEN'S MERGER CORP.

By: W. Leigh Brinkerhoff, President

Attest:

Debra K. Kessler, Secretary

This document was drafted by:

Robert C. Risch, Jr.
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202

HR-200-100
1/1/78

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Articles & Mergers

Mergers: Cho. Hance's Laboratory, Inc. (Foreign)

Intro: Hance's Mergers Corp (Domestic) (Successors)

- Change Name of Successors

STATE OF WISCONSIN
FILED

FEB 28 1994

\$14.00 plus \$16.00 fee

DOUGLAS LA FOLLETTE
SECRETARY OF STATE



PLEASE RETURN TO:

Janelle M. Stoner

Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202

TRADEMARK

RECORDED: 04/22/2002

REEL: 002500 FRAME: 0175