

11-18-2002



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FINANCE SECTION

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 #

11-13-02

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- 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)
City State/Country Zip Code
- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

11/18/2002 UNELLER 00000060 190522 2191297

FOR OFFICE USE ONLY

01 FC:8521 40.00 DP
02 FC:8522 140.00 CH 60.00 DP

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: 2618 FRAME: 0759

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

816-474-9050

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, Reg. No. 32,761

November 6, 2002

Name of Person Signing

Signature

Date Signed

06-21-2002

APR 08 1997

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RECEIPT ACCORDING TO ORIGINAL DOCUMENT OR COPY THEREOF

To the Honorable Commissioner of Patents and Trademarks

102129477

Name of conveying party(ies): **MRD 4.8.97**
UNIVERSAL DAIRY EQUIPMENT INC.

Name of receiving party(ies)

Name: ALFA LAVAL AGRI INC.

Internal Address:

Street Address: 11100 N. Congress

City: Kansas City State: MO ZIP: 64153

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

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

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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: May 24, 1996

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

A. Trademark Application No.(s)
75/069,282

B. Trademark Registration No.(s)		
1,669,176	1,709,162	1,852,937
1,672,370	1,773,304	1,867,635
1,695,269	1,798,933	

Additional numbers attached? Yes No

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

Name: Thomas H. Van Hoozer

Internal Address: Hovey, Williams, Timmons & Collins

Street Address: 2405 Grand Blvd., Ste. 400

City: Kansas City State: MO ZIP: 64108

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 410 JS 04/16/97 1669176
0 482 40.00 CK
200.00 CK

19-0522

(Attach duplicate copy of this page if paying by deposit account)

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.

Thomas H. Van Hoozer
Name of Person Signing

Thomas H. Van Hoozer
Signature

April 4, 1997
Date 9

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

481/40 482/200

RECORD

04-22-1997

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

RECEIVED APR 08 1997

Tab settings

To the Honorable Commissioner of



original document or copy thereof

1. Name of conveying party(ies): MRD 4.8.97 UNIVERSAL DAIRY EQUIPMENT INC.

Name: ALFA LAVAL AGRI INC.

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

Internal Address, Street Address: 11100 N. Congress, City: Kansas City State: MO ZIP: 64153

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

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

- 3. Nature of conveyance: Assignment, Security Agreement, Other, Merger, Change of Name

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

Execution Date: May 24, 1996

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

A. Trademark Application No.(s) 75/069,282

B. Trademark Registration No.(s) 1,669,176 1,709,162 1,852,937 1,672,370 1,773,304 1,867,635 1,695,269 1,798,933

Additional numbers attached? Yes No

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Street Address: 2405 Grand Blvd., Ste. 400

City: Kansas City State: MO ZIP: 64108

6. Total number of applications and registrations involved: 9

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(Attach duplicate copy of this page if paying by deposit account)

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.

Thomas H. Van Hoozer Name of Person Signing

Signature

April 4, 1997 Date

Total number of pages including cover sheet, attachments, and document: 9

Mall documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks Box Assignments Washington, D.C. 20543

TRADEMARK REEL: 1575 FRAME: 0302

TRADEMARK REEL: 2618 FRAME: 0762

determines that the effectuation of the Merger Agreement is in the best interests of Alfa Laval Agri and its stockholders.

RESOLVED FURTHER, that each officer of Alfa Laval Agri (individually, the "Officer") is hereby authorized and directed, in the name and on behalf of Alfa Laval Agri, 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, Alfa Laval Agri Inc., shall assume all of Universal's liabilities and obligations.

IN WITNESS WHEREOF, Alfa Laval Agri has caused its corporate seal to be affixed and this Certificate to be signed by Ludolf J. Bjelland, its President, and Merle D. Arthur, its Secretary, this 24th day of May, 1996.

Alfa Laval Agri:
Alfa Laval Agri Inc.

By: *Ludolf J. Bjelland*
Ludolf J. Bjelland
President

ATTEST:

By: *Merle D. Arthur*
Merle D. Arthur
Secretary

[SEAL]

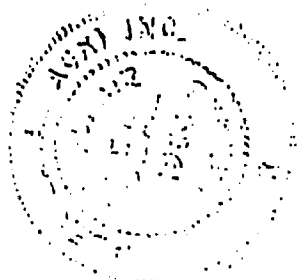


EXHIBIT A
AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") made and entered into as of the 24th day of May 1996, between Alfa Laval Agri Inc., a Delaware corporation with its principal offices located at 11100 N. Congress Ave., Kansas City, MO 64153-1296 ("Alfa Laval Agri") and Universal Dairy Equipment Inc., a Delaware corporation with its principal offices located at 11100 N. Congress Ave., Kansas City, Missouri 64153-1296 ("Universal")

WITNESSETH:

WHEREAS, pursuant to the provisions of Section 251 of the General Corporation Law of the State of Delaware (the "DGCL"), Alfa Laval Agri, the parent corporation desires to merge Universal, its wholly-owned subsidiary, into itself, with Alfa Laval Agri to be the surviving corporation (the "Surviving Corporation") and the separate existence of Universal 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 state of incorporation, Universal shall be merged with and into Alfa Laval Agri effective as of the Effective Time (as that term is defined below), which shall occur as soon as practicable after the execution of this Plan (the "Merger"). Following the Merger, Alfa Laval Agri shall continue as the Surviving Corporation governed by the laws of the State of Delaware, and the separate corporate existence of Universal shall cease.

Section 2. Effective Time. The Merger shall be effective (the "Effective Time") at the time of the filing with the appropriate state authorities of this Plan and all other required articles, certificates and other documents, in such form as may be required by, and executed in accordance with, the relevant provisions of the DGCL and upon the issuance by the Delaware Secretary of State of a Certificate of Merger.

Section 3. Authorized and Outstanding Shares. The total number of shares of stock of all classes that Alfa Laval Agri 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 Universal has authority to issue is One Thousand (1,000) shares of common stock without par value.

Section 4. Universal Shares Owned by Alfa Laval Agri. The number of outstanding shares of Universal owned by Alfa Laval Agri, being more than ninety percent (90%) of the issued shares of Universal, is as follows:

	<u>Total Shares Outstanding</u>	<u>Total Shares Owned by Alfa Laval Agri</u>
Common stock without par value	1,000	1,000

Section 5. Mode of Effecting the Merger. The Plan shall be submitted to the Boards of Directors of Alfa Laval Agri and Universal 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 Alfa Laval Agri and Universal 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.

Section 6. Effects of the Merger. At the Effective Time, the Merger shall have the effects set forth in Section 259 of the DGCL. 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 Alfa Laval Agri and Universal and all property, real, personal and mixed, and all debts to either of Alfa Laval Agri or Universal on whatever account, shall be vested in the Surviving Corporation.

Section 7. Certificate of Incorporation and Bylaws. The Certificate of Incorporation of Alfa Laval Agri, 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 Alfa Laval Agri, 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 8. Directors and Officers. The directors and officers of Alfa Laval Agri 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 9. Accounting Matters. The assets and liabilities of Universal, 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 Universal. Differences in the accounting procedures of Alfa Laval Agri and Universal shall be reconciled as determined by the Surviving Corporation.

Section 10. Conversion of Shares. Each share of common stock of Universal 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 Universal or its stockholder, be cancelled automatically as a result of the Merger and the sole stockholder of Universal shall receive no consideration in exchange therefor.

Section 11. 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 12. 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 13. 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 14. 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 15. 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.

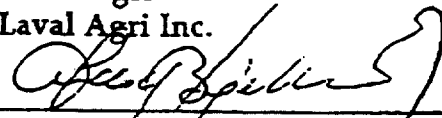
Section 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Section 17. 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.

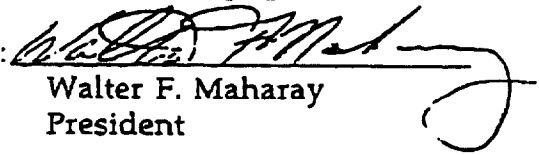
Alfa Laval Agri:
Alfa Laval Agri Inc.

By: 
Ludolf J. Bjelland
President

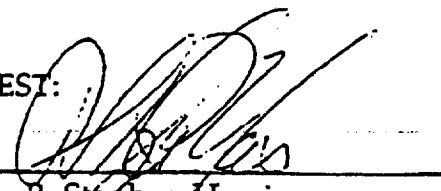
ATTEST:

By: 
Merle D. Arthur
Secretary

Universal:
Universal Dairy Equipment Inc.

By: 
Walter F. Maharay
President

ATTEST:

By: 
P. Stephen Harris
Secretary

Office of the Secretary of State

I, EDWARD J. FREEL, 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:

"UNIVERSAL DAIRY EQUIPMENT INC.", A DELAWARE CORPORATION, WITH AND INTO "ALFA LAVAL AGRI INC." UNDER THE NAME OF "ALFA LAVAL AGRI INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTH DAY OF SEPTEMBER, A.D. 1996, AT 4 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

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971038290

AUTHENTICATION:

DATE:

8316930

02-05-97

RECORDED: 11/13/2002

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