

TRADE

04-10-2003

ORM

Attorney Docket No. P430.20-0001 -- CNJ



102416069

To the Honorable: Please record the attached original document or copy thereof.

1. Name of conveying party:
 I.F.P. Incorporated **3-20-03**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State MN Other Explain

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

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

Name: Zumbro/IFP, Inc. **200**

Internal Address: _____

Street Address: Box 83, Rte. 1

City Hayfield State MN ZIP 55940

3. Nature of Conveyance:

Assignment Merger Security Agreement

Change of Name Other _____

Execution Date: January 31, 2000

Individual(s) Citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Minnesota

Other _____

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

4A. Application No.(s)

Additional numbers attached? Yes No

4B. Registration No.(s)

2,344,479

1,729,925

Additional numbers attached? Yes No

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

Name: Z. Peter Sawicki

KINNEY & LANGE, P.A.

Street Address: THE KINNEY & LANGE BUILDING

317 South Third Street

City: Minneapolis State: MN ZIP 55415-1002

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6)):.....\$ 80.00

8. Method of Payment

Enclosed

The Commissioner is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 11-0982. A duplicate copy of this page is enclosed.

04/09/2003 ECOOPER 00000199 2344479

01 FC:0521 40.00 DP

02 FC:0522 25.00 DP

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 true copy of the original document.

Z. Peter Sawicki

Name of Person Signing

[Signature]

Signature

March 17, 2003

Date

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

Refund Total: \$15.00

CHECK Refund Total:

3V-705

**ARTICLES OF MERGER
OF
ZUMBRO, INC.
INTO
I.F.P. INCORPORATED**

These Articles of Merger relate to the merger of Zumbro, Inc., a Minnesota corporation ("Zumbro"), with and into I.F.P. Incorporated, a Minnesota corporation (the "Company").

(A) The Agreement and Plan of Merger, dated as of January 31, 2000 (the "Plan of Merger"), in fully executed form, is attached hereto as Exhibit A.

(B) The Plan of Merger has been approved by each of Zumbro and the Company pursuant to Chapter 302A, of the Minnesota Statutes.

DATED: January 31, 2000

ZUMBRO, INC.

By 
Jon D. Goetze, Vice President

I.F.P. INCORPORATED

By 
Jon D. Goetze, Vice President

043264

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of January 31, 2000 by and between I.F.P. Incorporated, a Minnesota corporation ("Company"), and Zumbro, Inc., a Minnesota corporation ("Zumbro"), said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Company and Zumbro have entered into this Agreement and Plan of Merger dated as of the date hereof (the "Plan"), providing, among other things, for the merger of Zumbro with and into Company upon the terms set forth in this Plan (the "Merger");

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective stockholders that the Merger be effectuated, and have adopted resolutions approving this Plan;

WHEREAS, the Merger has also been approved by the stockholders of Zumbro pursuant to Section 302A.613, Subdivision 2, of the Minnesota Business Corporation Act (the "Act");

WHEREAS, pursuant to Section 302A.613, Subdivision 3, of the Act, the approval of the Merger by the stockholders of Company is not required;

WHEREAS, the authorized capital stock of Company consists of 25,000 shares of common stock, par value \$1.00 per share ("Company Common Stock"); and

WHEREAS, the authorized capital stock of Zumbro consists of 2,500 shares of common stock, having no par value, of which 1,000 shares are issued and outstanding ("Zumbro Common Stock").

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of stating the terms and conditions of the Merger and the mode of carrying the same into effect and the manner of converting Zumbro securities into Company securities and such other details and provisions as are deemed desirable, the parties hereto hereby agree as follows:

ARTICLE I

In accordance with the provisions of the laws of the State of Minnesota, Zumbro shall be merged with and into Company. Company shall be and is herein sometimes referred to as the "Surviving Corporation."

personal and mixed and all debts due to either of the Constituent Corporations on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due to each of such corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate or interest therein, vested by deed or otherwise in either of such corporations, shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, and all debts, liabilities and duties of each of said Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

If, upon or after the effectiveness of the Merger, the Surviving Corporation shall determine that any returns or reports, or any filings of any kind, are required to be made by Zumbro to the Internal Revenue Service or to any other state or federal administrative or regulatory agency, or if any assignments, deeds or assurances are necessary or desirable to vest in the Surviving Corporation any property of Zumbro, the Chairman of the Board of the Surviving Corporation, or such other officers thereof as may be designated by the Board of Directors thereof, shall be empowered to make and execute on behalf of Zumbro all necessary returns or reports, or filings of any kind, and all proper assignments, deeds or assurances, and to do all other things necessary and proper to effectuate the Merger and to vest title to all of the property of Zumbro in the Surviving Corporation.

ARTICLE VI

This Plan and the Merger may be terminated and abandoned upon mutual consent of the respective Boards of Directors of Company and Zumbro at any time prior to the Effective Date, notwithstanding approval of this Plan by the stockholders of either of the two corporations. In the event of the termination and abandonment of this Plan and the Merger pursuant to the foregoing provisions of this Article VI, this Plan shall be void and have no effect, and no liability shall be incurred hereunder on the part of either Company or Zumbro or the stockholders, directors, or officers thereof.

ARTICLE VII

Any of the terms or conditions of this Plan may be waived at any time by whichever of the Constituent Corporations is, or the stockholders of which are, entitled to the benefit thereof, by action taken by the Board of Directors of such Constituent Corporation, or may be amended or modified in whole or in part at any time by an agreement in writing authorized by the Boards

of Directors of the Constituent Corporations; provided, however, that no such amendment or modification or waiver after adoption by the stockholders of Zumbro shall be made which changes the manner in which the Zumbro Common Stock is to be converted into and exchanged for Company Common Stock and cash as provided in Article IV of this Plan without the approval of such stockholders.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Plan to be signed in its corporate name by its President or Vice President, all as of the date first above written.

I.F.P. INCORPORATED

By *Jon D. Goetze*
Jon D. Goetze, Vice President

ZUMBRO, INC.

By *Jon D. Goetze*
Jon D. Goetze, Vice President

MI:387712.01

STATE OF MINNESOTA
FILED.

FEB 15 2000 *je*

Mary K. Hennings
Secretary of State