

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-23-2003

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



102427603

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 **4403**

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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.)

04/22/2003 ECOOPER 00000104 2403120

FOR OFFICE USE ONLY

01 FC:8521
02 FC:8522

40.00 OP
75.00 OP

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

REEL: 002716 FRAME: 0399

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

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.

James E. Shlesinger
Name of Person Signing


Signature

April 4, 2003
Date Signed

FILED
In the Office of the
Secretary of State of Texas

SEP 27 2002

ARTICLES OF MERGER OF
DOMESTIC AND FOREIGN CORPORATIONS Corporations Section

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

NAME OF CORPORATION	TYPE OF ENTITY	STATE
Horizon Ag-Products, Inc.	Business Corporation	CA
Horizon Ag-Products, Inc.	Business Corporation	TX

2. The laws of the State of California under which Horizon Ag-Products, Inc., a California corporation, is organized and its constituent documents permit such merger.

3. The name of the surviving corporation is Horizon Ag-Products, Inc., a Texas Corporation, and it is to be governed by the laws of the State of Texas.

4. The Agreement and Plan of Merger (the "Plan"), which was approved by the shareholders of Horizon Ag-Products, Inc., a Texas corporation, in the manner prescribed by the Texas Business Corporation Act and its constituent documents and approved by Horizon Ag-Products, Inc., a California corporation, in the manner prescribed by the General Corporation Laws of the State of California and its constituent documents, is set forth in Exhibit A which is attached hereto and incorporated herein.

5. As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

NAME OF CORPORATION	NO. OF SHARES OUTSTANDING	ENTITLED TO VOTE AS A CLASS	
		DESIGNATION OF CLASS	NO. OF SHARES
Horizon Ag-Products, Inc. (TX)	1,000	Common	1,000
Horizon Ag-Products, Inc. (CA)	650,000	Common	650,000


Horizon Ag-Products, Inc. (CA)	99.2204	Series A Preferred	99.2204
Horizon Ag-Products, Inc.(CA)	438.7700	Series B Preferred	438.7700

6. As to each of the undersigned corporations, the number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively, are as follows:

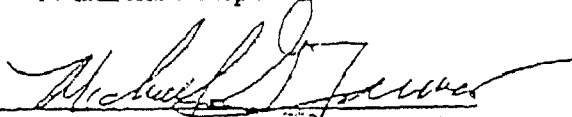
NAME OF CORPORATION	NUMBER OF SHARES				
	TOTAL VOTED FOR	TOTAL VOTED AGAINST	ENTITLED TO VOTE AS A CLASS		
			CLASS	VOTED FOR	VOTED AGAINST
Horizon Ag-Products, Inc. (Texas)	1,000	0	Common	1,000	0
Horizon Ag-Products, Inc. (California)	650,000	0	Common	650,000	0
Horizon Ag-Products, Inc. (California)	99.2204	0	Series A Preferred	99.2204	0
Horizon Ag-Products, Inc. (California)	438.7700	0	Series B Preferred	438.7700	0

Dated as of September 27, 2002 and effective as of September 30, 2002..

HORIZON AG-PRODUCTS, INC.
A Texas Corporation

By: 
Michael G. Farnar, Chief Executive Officer
And Secretary

HORIZON AG-PRODUCTS, INC.
A California Corporation

By: 
Michael G. Farmer, Chief Executive Officer
and Secretary

207501

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of the 27th day of September, 2002, by and between HORIZON AG-PRODUCTS, INC., a California corporation ("HAP") and HORIZON AG-PRODUCTS, INC., a Texas corporation ("Horizon").

WHEREAS, the Board of Directors and Shareholders of HAP and Horizon have determined that it is in the best interest of their respective corporations for HAP to be merged into and with Horizon pursuant to the provisions of the General Corporation Law of the State of California and Texas Business Corporation Act and for all the issued and outstanding shares of the common stock of HAP (the "HAP Common Stock") be converted into and exchanged for shares of the common stock of Horizon (the "Horizon Common Stock"), for all the issued and outstanding shares of the Series A Convertible Preferred Stock of HAP (the "HAP Series A Stock") be converted into and exchanged for shares of the Series A Convertible Preferred Stock of Horizon (the "Horizon Series A Stock"), and for all the issued and outstanding shares of the Series B Convertible Preferred Stock of HAP ("HAP Series B Stock") be converted into and exchanged for shares of the Series B Convertible Preferred Stock of Horizon (the "Horizon Series B Stock").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Merger. HAP shall be merged into and with Horizon pursuant to the applicable provisions of the General Corporation Law of the State of California and Texas Business Corporation Act (the "Merger"). Horizon shall be the surviving corporation of the Merger (the "Surviving Corporation") and shall continue to exist and be governed by the laws of the State of Texas. The separate corporate existence of HAP shall cease on the Effective Date (as hereinafter defined).
2. Effective Date of Merger. The Merger shall become effective on September 30, 2002 (the "Effective Date").
3. Articles of Incorporation. The Articles of Incorporation of Horizon as in effect on the Effective Date shall continue in full force and effect following the Effective Date as the Articles of Incorporation of the Surviving Corporation until amended or repealed, as provided by law or such Articles of Incorporation.
4. Bylaws. The Bylaws of Horizon as in effect as of the Effective Date shall continue in full force and effect following the Effective Date as the Bylaws of the Surviving Corporation until amended or repealed as provided by law or by such Bylaws.
5. Effect of Merger. From and after the Effective Date, the Surviving Corporation shall succeed to all of the rights and property and all of the liabilities and obligations of HAP as provided by the General Corporation Law of the State of California and Texas Business Corporation Act.

6. Conversion of Shares. All of the shares of Horizon Common Stock, Horizon Series A Stock and Horizon Series B Stock issued and outstanding on the Effective Date shall be unaffected by the Merger and shall continue to exist as issued and outstanding shares of Horizon Common Stock, Horizon Series A Stock and Horizon Series B Stock, respectively. The manner and basis of converting the shares of HAP Common Stock, HAP Series A Stock and HAP Series B Stock into shares of Horizon Common Stock, Horizon Series A Stock and Horizon Series B Stock upon consummation of the Merger shall be as follows:

(a) Each share of HAP Common Stock issued and outstanding on the Effective Date shall, as of the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and exchanged for one (1) share of Horizon Common Stock. The number of shares of Horizon Common Stock to be issued to each shareholder of HAP Common Stock shall be determined by multiplying the total number of shares of HAP Common Stock owned by such shareholder by one (1), regardless of the number of certificates representing such shares.

(b) Each share of HAP Series A Stock issued and outstanding on the Effective Date shall, as of the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and exchanged for one (1) share of Horizon Series A Stock. The number of shares of Horizon Series A Stock to be issued to each shareholder of HAP Series A Stock shall be determined by multiplying the total number of shares of HAP Series A Stock owned by such shareholder by one (1), regardless of the number of certificates representing such shares.

(c) Each share of HAP Series B Stock issued and outstanding on the Effective Date shall, as of the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and exchanged for one (1) share of Horizon Series B Stock. The number of shares of Horizon Series B Stock to be issued to each shareholder of HAP Series B Stock shall be determined by multiplying the total number of shares of HAP Series B Stock owned by such shareholder by one (1), regardless of the number of certificates representing such shares.

(d) Any and all shares of HAP Common Stock, HAP Series A Stock or HAP Series B Stock held as treasury shares by HAP shall be cancelled and retired on the Effective Date, and no consideration shall be issued in exchange therefor.

(e) If any holder of shares of HAP Common Stock, HAP Series A Stock or HAP Series B Stock becomes entitled to payment of the value of his or her shares of HAP Common Stock, HAP Series A Stock or HAP Series B Stock pursuant to the provisions of the Texas Business Corporation Act or General Corporation Law of the State of California relating to the rights of dissenting shareholders, then such shareholder shall be entitled to receive payment only and shall not be entitled to receive shares of Horizon Common Stock, HAP Series A Stock or HAP Series B Stock upon consummation of the Merger.

(f) As soon as practical after the Effective Date, each holder of shares of HAP Common Stock issued and outstanding on the Effective Date (other than treasury shares and the shares held by dissenting stockholders as described in subsection (e) above) shall surrender the certificate or certificates representing such shares to Horizon and shall receive in exchange therefor a certificate or certificates representing the number of shares of Horizon Common Stock into which the shares of HAP Common Stock represented by the surrendered certificate or certificates have been converted and exchanged as provided for in this Agreement. The certificate or certificates surrendered shall be duly endorsed as Horizon may require. After the Effective Date, each outstanding certificate that represented shares of HAP Common Stock prior to the Effective Date shall be deemed for all corporate purposes to evidence the ownership of the shares of Horizon Common Stock into which shares of HAP Common Stock have been converted.

(f) As soon as practical after the Effective Date, each holder of the shares of HAP Series A Stock issued and outstanding on the Effective Date (other than treasury shares and the shares held by dissenting stockholders as described in Subsection (c) above) shall surrender the certificate or certificates representing such shares to Horizon and shall receive in exchange therefor a certificate or certificates representing the number of shares of Horizon Series A Stock into which the shares of HAP Series A Stock represented by the surrendered certificate or certificates have been converted and exchanged as provided for in this Agreement. The certificate or certificates surrendered shall be duly endorsed as Horizon may require. After the Effective Date, each outstanding certificate that represented shares of HAP Series A Stock prior to the Effective Date shall be deemed for all corporate purposes to evidence the ownership of the shares of Horizon Series A Stock into which shares of HAP Series A Stock have been converted.

(g) As soon as practical after the Effective Date, each holder of the shares of HAP Series B Stock issued and outstanding on the Effective Date (other than treasury shares and the shares held by dissenting stockholders as described in Subsection (c) above) shall surrender the certificate or certificates representing such shares to Horizon and shall receive in exchange therefor a certificate or certificates representing the number of shares of Horizon Series B Stock into which the shares of HAP Series B Stock represented by the surrendered certificate or certificates have been converted and exchanged as provided for in this Agreement. The certificate or certificates surrendered shall be duly endorsed as Horizon may require. After the Effective Date, each outstanding certificate that represented shares of HAP Series B Stock prior to the Effective Date shall be deemed for all corporate purposes to evidence the ownership of the shares of Horizon Series B Stock into which shares of HAP Series B Stock have been converted.

7. Shareholder Approval. This Agreement shall be submitted to the shareholders of HAP and Horizon for their approval as provided by the General Corporation Law of the State of California and Texas Business Corporation Act.

IN WITNESS WHEREOF, Horizon and IIAP have caused this Agreement of Merger to be duly executed as of the date first written above.

HORIZON AG-PRODUCTS, INC.,
a California corporation

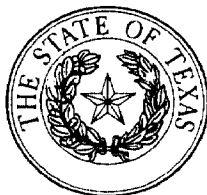
By: *Bradley D. Knickel*
Bradley D. Knickel, Chairman

By: *Michael G. Farmar*
Michael G. Farmar, Secretary

HORIZON AG-PRODUCTS, INC.,
a Texas corporation

By: *Bradley D. Knickel*
Bradley D. Knickel, Chairman

By: *Michael G. Farmar*
Michael G. Farmar, Secretary



Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached articles of merger of

Horizon Ag-Products, Inc.
Foreign Business Corporation
CA, USA

[Entity not of Record, Filing Number Not Available]

Into

Horizon Ag-Products, Inc.
Domestic Business Corporation
[Filing Number: 800127696]

have been filed in this office as of the date of this certificate.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate of merger.

Dated:09/27/2002

Effective:09/30/2002



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

PHONE(512) 463-5555
Prepared by: Mary Ann Conkel

FAX(512) 463-5709

TTY7-1-1

TRADEMARK

RECORDED: 04/04/2003

REEL: 002716 FRAME: 0408