

Form PTO-1594 (Rev. 10/02) 3-30-04 RI OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102709662

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

1. Name of conveying party(ies):

Parmalat Welsh Farms, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: December 17, 1999

2. Name and address of receiving party(ies)

Name: Farmland Dairies

Internal Address:

Street Address: 520 Main Avenue

City: Wallington State: NJ Zip: 07057

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New Jersey 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,525,989; 1,516,182; 1,487,666; 1,537,504; 1,548,475

Additional number(s) attached Yes No

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

Name: Krista Vink Venegas

Internal Address:

McDermott, Will & Emery LLP

Street Address: 2049 Century Park East

Suite 3400

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501946

OPR/FINANCE 3:30 AM 7:12

DO NOT USE THIS SPACE

9. Signature.

KRISTA VINK VENEGAS

Name of Person Signing

Signature (Handwritten)

MARCH 26, 2004

Date

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

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

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AGREEMENT AND PLAN OF MERGER
OF
CLINTON MILK COMPANY
FAIRDALE MILK CO., INC.
MILK PRODUCTS, INC.
NEW ATLANTA DAIRIES, INC.
PARMALAT WELSH FARMS, INC.
PARMALAT WHITE KNIGHT PACKAGING CORP.
SUNNYDALE FARMS, INC.
INTO
FARMLAND DAIRIES
DATED: December 17 1999

THIS AGREEMENT AND PLAN OF MERGER ("AGREEMENT") is entered into as of December 17 1999 by and among CLINTON MILK COMPANY ("Clinton"), FAIRDALE MILK CO., INC. ("FAIRDALE"), MILK PRODUCTS, INC. ("MPI"), NEW ATLANTA DAIRIES, INC. ("Atlanta"), PARMALAT WELSH FARMS, INC. ("Welsh"), PARMALAT WHITE KNIGHT PACKAGING CORP. ("White Knight"), and SUNNYDALE FARMS, INC. ("Sunnydale"), (collectively the "Merging Corporations"), and FARMLAND DAIRIES (the "Surviving Corporation"), which corporations are hereinafter sometimes referred to jointly as the "Constituent Corporations" or singly as a "Constituent Corporation."

ARTICLE I
RECITALS

Section 1.1. Organization of the Parties. *Clinton* is a corporation duly organized and existing under the laws of the State of New Jersey. *Fairdale* is a corporation duly

organized and existing under the laws of the State of Pennsylvania. *MPI* is a corporation duly organized and existing under the laws of the State of Alabama. *Atlanta* is a corporation duly organized and existing under the laws of the State of Georgia. *Welsh* is a corporation duly organized and existing under the laws of the State of Delaware. *White Knight* is a corporation duly organized and existing under the laws of the State of Michigan. *Sunnydale* is a corporation duly organized and existing under the laws of the State of New York. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of New Jersey.

Section 1.2. Merging Corporations' Capital Stock.

Section 1.2.1 Clinton has authorized capital stock consisting of One Thousand (1,000) shares of common stock, without par value, of which Two Hundred and Seventy-Six (276) is now duly issued and outstanding.

Section 1.2.2 Fairdale has authorized capital stock consisting of One Hundred (100) shares of common stock, \$100 par value, of which One Hundred (100) is now duly issued and outstanding.

Section 1.2.3 MPI has authorized capital stock consisting of One Hundred Thousand (100,000) shares of common stock, \$.01 par value, of which One Hundred Thousand (100,000) is now duly issued and outstanding.

Section 1.2.4 Atlanta has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, without par value, of which Five Thousand Nine Hundred and Seventy-Four (5,974) is now duly issued and outstanding.

Section 1.2.5 Welsh has authorized capital stock consisting of One Thousand (1,000) shares of common stock, without par value, of which One Hundred (100) is now duly issued and outstanding.

Section 1.2.6. White Knight has authorized capital stock consisting of Ten Thousand (10,000) shares of common stock, without par value, of which Three Thousand One Hundred and Sixteen and 875/1000 (3,116.875) is now duly issued and outstanding.

Section 1.2.7. Sunnydale has authorized capital stock consisting of Five Million (5,000,000) shares of common stock, \$.02 par value, of which Four Million Four Hundred Ninety-Three Thousand One Hundred and Sixteen and 454/1000 (4,493,116.454) is now duly issued and outstanding.

Section 1.3. Surviving Corporation's Capital Stock. The Surviving Corporation has authorized capital stock consisting of Two Thousand Five Hundred (2,500) shares of common stock, without par value, of which Two Hundred (200) shares is now duly issued and outstanding.

Section 1.4. Authorized Capital. The authorized capital stock of the Surviving Corporation following the "Effective Date of the Merger" (as hereinafter defined) shall continue to be Two Thousand Five Hundred (2,500) shares of Common Stock, without par value per share, unless and until the same shall be changed in accordance with the laws of the State of New Jersey.

Section 1.5. Desire to Merge. The Merging Corporations and the Surviving Corporation desire to effect a merger of the Merging Corporations into the Surviving Corporation in the manner herein set forth, and the Board of Directors of the signatories hereto have duly adopted the resolutions, by unanimous written consent, approving this Agreement.

In consideration of the premises, and the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and between the parties hereto that the Merging Corporations shall be merged into the Surviving Corporation in accordance with the applicable provisions of the New Jersey Business Corporation Act, as amended (the "Act"), and upon the following terms and conditions:

ARTICLE 2

PARTIES TO PROPOSED MERGER

Section 2.1. The Merging Corporations. The names of the corporations proposing to merge into the Surviving Corporation are (i) Clinton Milk Company; (ii) Fairdale Milk Co., Inc.; (iii) Milk Products, Inc.; (iv) New Atlanta Dairies, Inc.; (v) Parmalat Welsh Farms, Inc.; (vi) Parmalat White Knight Packaging Corp.; and (vii) Sunnydale Farms, Inc.

Section 2.2. The Surviving Corporation. The name of the corporation into which the Merging Corporations propose to merge is Farmland Dairies.

ARTICLE 3

TERMS AND CONDITIONS OF PROPOSED MERGER AND MODE OF CARRYING IT INTO EFFECT

Section 3.1. General. Upon the "Effective Date of the Merger": (a) the Merging Corporations shall merge into the Surviving Corporation, which shall survive the merger and continue to be a New Jersey corporation; (b) the shares of common stock of the Surviving Corporation outstanding upon the Effective Date of the Merger shall be and remain outstanding shares of the common stock of the Surviving Corporation in accordance with their terms; (c) the separate existence of the Merging Corporations shall

cease, as provided by the Act; and (d) the name of the Surviving Corporation shall be Farmland Dairies.

Section 3.2 Effective Date of the Merger. The "Effective Date of the Merger" with respect to the merger contemplated by this Agreement shall be as of December 23, 1999.

Section 3.3. Private Property of Shareholders. The private property of the shareholders of the Merging Corporations and of the Surviving Corporation shall not be subject to the payment of the corporate debts of either corporation to any extent whatsoever.

ARTICLE 4

MANNER AND BASIS OF CONVERTING SHARES OF CAPITAL STOCK OF THE MERGING CORPORATIONS INTO SHARES OF THE SURVIVING CORPORATION

Upon the Effective Date of the Merger, all issued and outstanding shares of capital stock of the Merging Corporations shall automatically and by operation of law be canceled and the certificate evidencing ownership of these shares shall be canceled and reissued in the Surviving Corporation's name, which shall be Farmland Dairies as set forth in Section 3.1(d) of this Agreement. The certificate evidencing ownership of the shares of capital stock of the Surviving Corporation shall remain issued and outstanding.

ARTICLE 5

ARTICLES OF INCORPORATION AND BY-LAWS OF THE SURVIVING CORPORATION

The Articles of Incorporation of the Merging Corporations on the Effective Date of the Merger shall become the Articles of Incorporation of the Surviving Corporation. Also, upon the Effective Date of the Merger, the By-laws of the Merging Corporations shall become the By-laws of the Surviving Corporation.

ARTICLE 6

DIRECTORS AND OFFICERS

The directors and officers of the Merging Corporations in office on the Effective Date of the Merger shall become the directors and officers of the Surviving Corporation, each to hold office until a successor shall have been elected and shall have been qualified or until the earlier of resignation or removal.

ARTICLE 7

CORPORATE APPROVALS AND TERMINATION

Section 7.1. Corporate Approvals. The shareholders and Board of Directors of the Surviving Corporation have authorized and approved this Agreement and all transactions contemplated herein. The shareholders and Board of Directors of the Merging Corporations have authorized and approved this Agreement and all transactions contemplated herein.

Section 7.2 Termination. At any time prior to the Effective Date of the Merger, this Agreement may be terminated and abandoned by the Merging Corporations by appropriate resolution of its Board of Directors. In the event of such termination and abandonment, this Agreement shall become void and neither the Merging Corporations nor the Surviving Corporation or their respective shareholders, directors or officers may be held liable in respect to such termination or abandonment.

ARTICLE 8

MISCELLANEOUS


Section 8.1. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporations or otherwise to carry out the purposes of this Agreement, the proper officers and directors of the Merging Corporations shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving Corporation are hereby authorized in the name of the Merging Corporations, or otherwise, to take any and such action.

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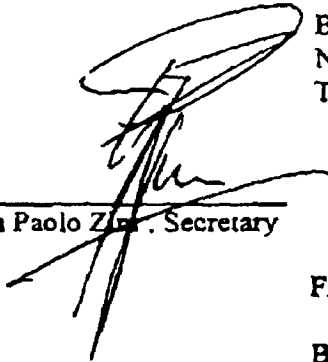
EXECUTED as of the date first above written.

"MERGING CORPORATIONS"


CLINTON MILK COMPANY MILK
PRODUCTS, INC.

By: 
Name: Aldo Uva
Title: Chief Executive Officer


ATTEST:

By: 
Gian Paolo Zini, Secretary


FAIRDALE MILK CO., INC.

By: 
Name: Aldo Uva
Title: President

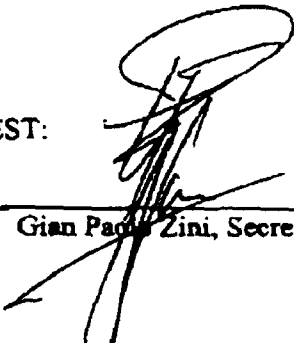
ATTEST:

By: 
William Black, Secretary

MILK PRODUCTS, INC.

By: 
Name: Aldo Uva
Title: President

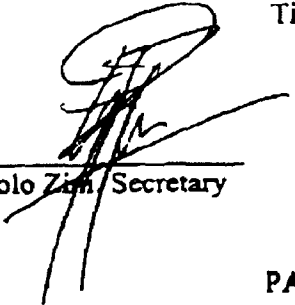
ATTEST:

By: 
Gian Paolo Zini, Secretary

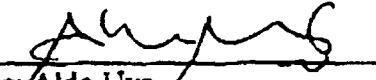
NEW ATLANTA DAIRIES, INC.

By: 
Name: Aldo Uva
Title: President

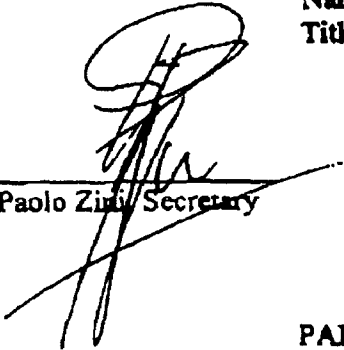
ATTEST:

By: 
Gian Paolo Zini, Secretary


PARMALAT WELSH FARMS, INC.

By: 
Name: Aldo Uva
Title: President

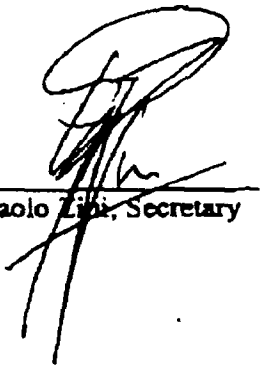
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By: 
Gian Paolo Zini, Secretary

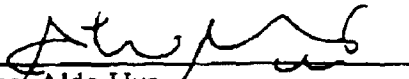
PARMALAT WHITE KNIGHT
PACKAGING CORP.

By: 
Name: Aldo Uva
Title: President

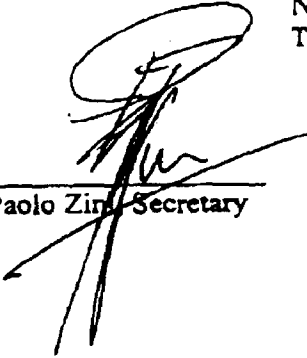
ATTEST:

By: 
Gian Paolo Zini, Secretary

SUNNYDALE FARMS, INC.

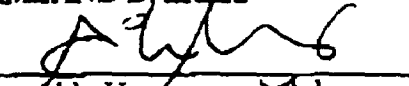
By: 
Name: Aldo Uva
Title: President

ATTEST:

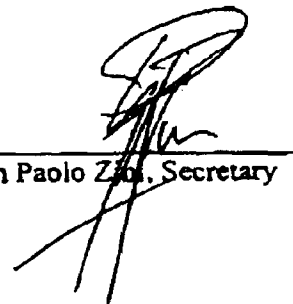
By: 
Gian Paolo Zini, Secretary

"SURVIVING CORPORATION"

FARMLAND DAIRIES

By: 
Name: Aldo Uva
Title: President

ATTEST:

By: 
Gian Paolo Zini, Secretary

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SECRETARY OF STATE

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