

12-06-2005



11/25/05

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ADM Alliance Nutrition, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: TDI, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 774 Peachblow Rd  
 City: Lewis Center  
 State: Ohio  
 Country: Delaware Zip: 43035

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Ohio
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) Dec 10, 1999

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

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,861,105

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

TDI

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

Name: Leon David Bass  
 Internal Address: Rich Crites & Dittmer  
 Street Address: 300 E. Broad Street, Suite 300  
 City: Columbus  
 State: Ohio Zip: 43215  
 Phone Number: 614-431-2277  
 Fax Number: 614-573-6617  
 Email Address: ldb@lawbass.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**

\$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:**

11/26/2005 DBYRME 00000043 1861105  
 Signature  
40.00 on David Bass  
 Name of Person Signing

Date  
 Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARKS

WHEREAS, Consolidated Nutrition, L.C., an Iowa limited liability company having its principal office at 12700 West Dodge Road, Omaha, Nebraska, 68154, is the owner of the following trademarks now registered in the United States Patent and Trademark Office:

Table with 3 columns: Trademark, Registration Number, Date Registered. Rows include TDI and design, COMPETITION, Horse Design, and TizBits.

WHEREAS, TDI, Inc., an Ohio corporation, having its principal office at 774 Peachblow Road, Lewis Center, OH, 43035, is acquiring the TDI horse feed business of Assignor relating to said registered trademarks pursuant to a separate Purchase Agreement and is acquiring said registered trademarks as a part of such Purchase Agreement,

NOW, THEREFORE, for consideration as set out in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consolidated Nutrition, L.C., hereby assigns to TDI, Inc., all right, title and interest in and to said trademarks, together with the goodwill of the business symbolized by said trademarks and the registration thereof.

Signed effective as of the 10th day of December, 1999.

CONSOLIDATED NUTRITION, L.C.



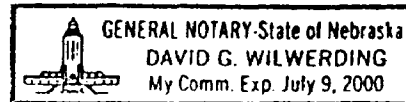
By [Signature]
Name: K.S. Grabbe
Title: Treasurer

STATE OF NEBRASKA )
) ss.
COUNTY OF DOUGLAS )

Before me personally appeared K.S. Grabbe, to me known to be the person described in the foregoing affidavit, who signed the said affidavit in my presence and made oath before me to the allegations set forth therein on this 13th day of December, 1999.

[Signature]
Notary Public In and for the State of Ohio
County of Douglas Nebraska

My commission expires: 7/9/2000



ARTICLES OF MERGER  
OF  
CONSOLIDATED NUTRITION, L.C.  
INTO  
ADM ALLIANCE NUTRITION, INC.

RECEIVED  
SECRETARY OF STATE  
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Pursuant to Sec. 490A.1204 of the Iowa Limited Liability Company Act, the undersigned surviving corporation submits the following Articles of Merger for filing:

1. The name of each constituent entity is:  
Consolidated Nutrition, L.C., an Iowa Limited Liability Company  
ADM Alliance Nutrition, Inc., an Illinois corporation
2. The plan of merger is as follows: See attached schedule
3. The merger shall become effective on January 1, 2002
4. The name of the surviving entity is: ADM Alliance Nutrition, Inc.
5. The plan of merger was duly authorized and approved by each domestic constituent entity in accordance with section 490A.1203 and by each foreign constituent entity in accordance with the law of the jurisdiction under whose law it is organized.
6. ADM Alliance Nutrition, Inc., the surviving entity, agrees that it may be served process in Iowa in any proceeding for enforcement of any obligation of any constituent entity party to the merger that was organized under the laws of Iowa, as well as for enforcement of any obligation of the surviving business entity arising from the merger. It irrevocably appoints the Secretary of State as its agent for service of process in any such proceeding. The address to which a copy of the process may be mailed to it is c/o CT Corporation System, 2222 Grand Avenue, Des Moines, IA 50312.

Dated: December 20, 2001

CONSOLIDATED NUTRITION, L.C.

By:   
Its Vice President

#16527

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## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (the "Agreement") is entered into as of December 14, 2001, by and between ADM Alliance Nutrition, Inc., an Illinois corporation ("ADM Alliance") with a place of business at 4666 Faries Parkway, Decatur, Illinois 62526, and Consolidated Nutrition, L.C., an Iowa limited liability company ("Consolidated") with a place of business at 4666 Faries Parkway, Decatur, Illinois 62526.

WITNESSETH:

WHEREAS, ADM Alliance and Consolidated desire to merge into a single entity;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, ADM Alliance and Consolidated hereby agree to the terms and conditions of the merger and mode of carrying the same into effect as follows:

1. Consolidated hereby merges into ADM Alliance, which shall be the surviving entity.

2. As a result of the merger of Consolidated into ADM Alliance, all membership interests of Consolidated are hereby extinguished.

3. The Articles of Incorporation of ADM Alliance as heretofore amended and as in effect on the date of the merger provided for in this Agreement shall continue in full force and effect as the Articles of Incorporation of the entity surviving this merger.

4. The manner of converting the outstanding shares of the capital stock of the surviving corporation shall be as follows:

(a) Each share of the capital stock of the surviving corporation, which shall be issued and outstanding on the effective date of this merger, shall remain issued and outstanding.

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of this merger, shall, by virtue of the merger and without any action by the holder thereof, be cancelled.

5. Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Consolidated shall be transferred to, vested in and devolve upon ADM

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6. Alliance as the surviving entity without further act or deed. All debts, liabilities and duties of Consolidated shall attach to and be assumed by ADM Alliance as the surviving entity.

7. The Bylaws of ADM Alliance as they shall exist on the effective date of this merger shall be and remain the Bylaws of ADM Alliance until the same shall be altered, amended or repealed as therein provided.

8. The directors and officers of ADM Alliance shall continue in office until the next annual meeting of shareholders and directors and their successors shall have been elected and qualified.

9. This merger shall become effective January 1, 2002.

10. The officers and managers of Consolidated hereby agree to execute all deeds, assignments and other documents, from time to time, as requested by ADM Alliance and to take or cause to be taken such further actions as ADM Alliance may deem necessary or desirable in order to vest in and confirm to ADM Alliance title to and possession of any property of Consolidated acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of ADM Alliance are fully authorized in the name of Consolidated or otherwise to take any and all such action. The officers and managers of Consolidated shall continue in office and to be authorized to act on behalf of Consolidated for so long as any of the foregoing actions may need to be taken.

11. This Agreement was approved and adopted by the board of managers of Consolidated and the board of directors of ADM Alliance and by unanimous consent of the members of Consolidated. Pursuant to Section 11.20(c) of the Illinois Business Corporation Act, no vote of the shareholders of ADM Alliance is necessary in that the Agreement does not amend in any respect ADM Alliance's Articles of Incorporation; each share of ADM Alliance outstanding immediately prior to the effective date of the merger has the identical designations, preferences, qualification, limitations, restrictions, and special relative rights immediately after the date thereof; and no common share of ADM Alliance, no shares or securities or obligations convertible into such shares are to be issued or delivered under the plan of merger.

12. This Agreement shall be maintained on file at the offices of ADM Alliance and a copy hereof will be furnished by ADM Alliance on request without cause, to any shareholder of ADM Alliance.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by the board of directors of ADM Alliance and board of managers of Consolidated, respectively, have caused this Agreement to be executed by the authorized representatives of each party on the date first

above written, and each authorized representative hereby affirms and acknowledges under the penalties of perjury that the execution of this Agreement is the act and deed of ADM Alliance and Consolidated, respectively, and the facts stated herein are true.


ADM ALLIANCE NUTRITION, INC.

CONSOLIDATED NUTRITION, L.C.

By: *[Signature]*  
Its: Vice President

By: *[Signature]*  
Its: President

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UNITED STATES DEPARTMENT OF COMMERCE  
 Patent and Trademark Office  
 OFFICE OF ASSISTANT COMMISSIONER FOR TRADEMARKS  
 2900 Crystal Drive  
 Arlington, Virginia 22202-3513

REGISTRATION NO: 1861105 SERIAL NO: 74/451770 MAILING DATE: 03/30/2001  
 REGISTRATION DATE: 11/01/1994  
 MARK: TDI AND DESIGN  
 REGISTRATION OWNER: TDI, INC.  
 CORRESPONDENCE ADDRESS:

LEON DAVID BASS  
 7870 OLENTANGY RIVER ROAD  
 COLUMBUS, OH 43235

## NOTICE OF ACCEPTANCE

15 U.S.C. Sec. 1058(a)(1)

THE AFFIDAVIT FILED FOR THE ABOVE-IDENTIFIED REGISTRATION MEETS THE REQUIREMENTS OF SECTION 8 OF THE TRADEMARK ACT, 15 U.S.C. Sec. 1058.

ACCORDINGLY, THE SECTION 8 AFFIDAVIT IS ACCEPTED.

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THE REGISTRATION WILL REMAIN IN FORCE FOR CLASS(ES):  
 031.

GORE, ARLENE J  
 PARALEGAL SPECIALIST  
 POST-REGISTRATION DIVISION  
 (703)308-9500

PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR INFORMATION CONCERNING REQUIREMENTS FOR MAINTAINING THIS REGISTRATION

