

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/26/2000		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genex/Land O'Lakes Agronomy Company		07/26/2000	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Agriliance, LLC		
Street Address:	5500 Cenex Drive		
City:	Inver Grove Heights		
State/Country:	MINNESOTA		
Postal Code:	55077		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2321694	TRUST	
CORRESPONDENCE DATA			
Fax Number:	(651)481-2832		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	651-481-2820		
Email:	bmgoebel@landolakes.com		
Correspondent Name:	Brenda Goebel		
Address Line 1:	4001 Lexington Avenue North		
Address Line 2:	MS 2500		
Address Line 4:	Arden Hills, MINNESOTA 55126		
ATTORNEY DOCKET NUMBER:	0416 - TRUST		
NAME OF SUBMITTER:	Peter S. Janzen		

CH \$40.00 2321694

Signature:

/psj/

Date:

04/03/2006

Total Attachments: 3

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**ARTICLES OF MERGER
OF
CENEX/LAND O'LAKES AGRONOMY COMPANY
AND
AGRILIANCE LLC**

The undersigned, being the Chief Financial Officer of Agrilience LLC and the Chief Financial Officer of Cenex/Land O'Lakes Agronomy Company, pursuant to the provisions of Minnesota Statutes Section 302A.615, does hereby certify to the following as the Articles of Merger of Cenex/Land O'Lakes Agronomy Company and Agrilience LLC:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Agreement and Plan of Merger of Cenex/Land O'Lakes Agronomy Company, a Minnesota corporation and Agrilience LLC, a Delaware Limited Liability Company.
2. The Agreement and Plan of Merger has been approved by each of Cenex/Land O'Lakes Agronomy Company and Agrilience LLC pursuant to Chapter 302A of the Minnesota Statutes.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the 26 day of July, 2000.

Agrilience LLC

By: 
Its: Chief Financial Officer

Cenex/Land O'Lakes Agronomy Company

By: 
Its: Chief Financial Officer

Exhibit A

**AGREEMENT AND PLAN OF MERGER
OF
CENEX/LAND O'LAKES AGRONOMY COMPANY
AND
AGRILIANCE LLC**

THIS AGREEMENT, made this 26 day of July, 2000 by and between Cenex/Land O'Lakes Agronomy Company, a Minnesota corporation ("Agronomy") and Agriliance LLC, a Delaware Limited Liability Company ("Agriliance").

WHEREAS, The Board of Directors and Shareholders of Agronomy and the Board of Managers and Members of Agriliance deem it desirable and in the best interest of both entities and their respective shareholders and members, that Agronomy, be merged into Agriliance, a limited liability company under the laws of the State of Delaware.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, the Agronomy and Agriliance agree, pursuant to the statutes pertaining thereto, that Agronomy shall be merged into Agriliance and the parties hereto agree and prescribe to the following terms and conditions of such merger and the method of carrying it into effect as follows:

Article 1. SURVIVING ENTITY: Agronomy shall be merged into Agriliance, a Delaware Limited Liability Company, and the corporate existence of Agronomy shall cease. Agriliance, the surviving entity, shall possess all the rights, privileges, powers, franchises and be subject to all the restrictions, disabilities, and duties of each of the constituent entities. All the singular rights, privileges, powers, and franchises of each of the constituent entities, and all the property, real, personal, and mixed, and all debts due to either of the constituent entities; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of Agriliance as they were of the respective constituent entities. The title to any real estate, whether vested by deed or otherwise, in either of the constituent entities shall not revert or be in any way impaired by reason of merger; provided, however, that all rights of the creditors and all liens upon any property of either of the constituent entities shall be preserved unimpaired, and all debts, liabilities, and duties of the respective constituent entities shall thenceforth attach to the surviving entity and may be enforced against it to the same extent if such debts, liabilities and duties had been incurred or contracted by the surviving entity. ✓

Article 2. NAME: The name of the surviving entity shall continue to be Agriliance LLC.

Article 3. BUSINESS PURPOSE: Agriliance shall have the business purpose as set forth in its Operating Agreement, as amended from time to time.

Article 4. OPERATING AGREEMENT: The Operating Agreement and Articles of Organization of Agriliance, without amendment, shall continue to be the Operating Agreement and Articles of Organization of the surviving entity following the merger until altered, amended or repealed as therein provided.

Article 5. CAPITAL STOCK OF AGRONOMY: The capital stock of Agronomy shall cease to exist after the merger. Interests in Agriliance shall be transferred to the shareholders of Agronomy in exchange their shareholders' interest in Agronomy.

Article 6. EFFECTIVE DATE OF MERGER: The effective date of this merger shall be 11:59 p.m. on July 28, 2000. ✓

Article 7. EXECUTION OF DOCUMENTS. From time to time, as and when requested by Agronomy or Agriliance, or by their successors or assigns, Agronomy and Agriliance will execute and deliver, or cause to be executed and delivered all such deeds and other instruments and will take or cause to be taken such other or further action as either entity may deem necessary or desirable in order to vest in and confirm to the surviving entity title to and possession of all property, rights, privileges, powers and franchises, and otherwise, to carry out the intent and purpose of this agreement.

Article 8. RIGHT TO AMEND, ALTER, CHANGE OR REPEAL: The surviving entity hereby reserves the right to amend, alter, change or repeal any provision contained in its Operating Agreement or Articles of Organization, in the manner now or hereinafter prescribed by law or by such documents.

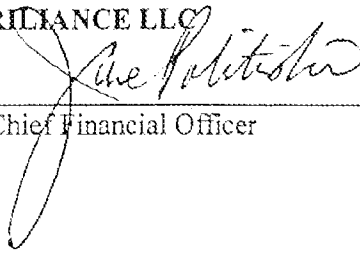
IN WITNESS WHEREOF, Agronomy and Agriliance, have caused this agreement to be signed in their entity names by their respective officers, under the seals of their respective entities.

Dated this 26 day of July, 2000.

CENEX/LAND O'LAKES AGRONOMY
COMPANY

By: 
Its: Chief Financial Officer

AGRILIANCE LLC

By: 
Its: Chief Financial Officer