

07-12-2007



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

7-11-07

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

Rabo AgServices, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Iowa
- Other \_\_\_\_\_
- Association
- Limited Partnership

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: Rabo AgriFinance, Inc.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 1309 Technology Parkway

City: Cedar Falls

State: IA

Country: US Zip: 50613-0029

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware Corporation

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) December 27, 2005

- Assignment
- Security Agreement
- Other Articles of Merger
- 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)

2,208,721; 2,470,445; 3,209,874

Additional sheet(s) attached?  Yes  No

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

2,208,721 -AgriFlex Credit; 2,470,445 -powerfarm.com; 3,209,874 -QuickLink Credit

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

Name: G. Brian Pingel

Internal Address: Regency West 5

Street Address: 4500 Westown Parkway - Ste. 277

City: West Des Moines

State: IA Zip: 50266

Phone Number: 515-242-2400

Fax Number: 515-242-2448

Email Address: \_\_\_\_\_

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

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

- 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 50-3021

Authorized User Name BrownWinick Law Firm

**9. Signature:**

Signature

July 10, 2007

Date

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G. Brian Pingel

Total number of pages including cover sheet, attachments, and document: 5

07/11/2007

01 FC:8521  
02 FC:8522

40.00 OR  
50.00 OF  
Name of Person Signing

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

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104975-NS

ARTICLES OF MERGER  
OF  
RABO AGSERVICES, INC.  
(an Iowa Corporation)  
INTO  
RABO AGRIFINANCE, INC.  
(a Delaware Corporation and  
the Surviving Corporation)

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 1106 of the Iowa Business Corporation Act the undersigned corporations have executed the following Articles of Merger:

1. The parties to the merger are Rabo AgServices, Inc., an Iowa corporation, and Rabo Agrifinance, Inc, a Delaware corporation and the surviving corporation.
2. The merger shall become effective at 11:59 p.m., Eastern Standard Time, on December 31, 2005.
3. The agreement and plan of merger was duly approved by the sole shareholder of Rabo AgServices, Inc. in the manner required by Chapter 490 of the Code of Iowa and the articles of incorporation of Rabo AgServices, Inc.
4. The agreement and plan of merger and the performance of its terms were duly authorized by all action required by the laws of the State of Delaware and by the certificate of incorporation of Rabo Agrifinance.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of each party to the merger by its duly authorized officer.

RABO AGRIFINANCE, INC. *SPH*  
 By: *[Signature]*  
 Its: President and Chief Executive Officer

RABO AGSERVICES, INC  
 By: *[Signature]*  
 Its: PRESIDENT & CHIEF EXECUTIVE OFFICER *ed*

By: *[Signature]*  
 Its: Chief Operating Officer *ccc*

(4)

**AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of November 1, 2005, by and between Rabo Agrifinance, Inc. ("RAF"), a Delaware corporation, and Rabo AgServices, Inc. ("RAS"), an Iowa corporation.

The boards of directors of RAF and RAS deem it desirable and in the best interests of the respective corporations and their sole stockholder that RAS merge into RAF (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, representations and warranties contained herein, the parties agree as follows:

**I. THE MERGER**

**1.01 The Merger.** Subject to the terms and conditions of this Agreement:

(a) RAS shall be merged with and into RAF in accordance with Section 252 of the General Corporation Code of the State of Delaware and Section 490.1102 of the Code of Iowa, with RAF being the surviving corporation (sometimes referred to hereinafter as the "Surviving Corporation"), and the separate existence of RAS shall cease. The Merger shall become effective at the Effective Time. When used in this Agreement, the term "Effective Time" shall mean the time on the date when the Certificate of Merger is filed and recorded in the office of the Secretary of State of Delaware, unless a delayed effective time and date are specified in the Certificate of Merger, in which case such delayed effective time and date shall be the "Effective Time." In addition, properly executed Articles of Merger (together with any other documents required by law to effectuate the Merger) shall be filed and recorded in the office of the Secretary of State of Iowa. It is the intention of the parties that the Effective Time of the Merger shall be at 11:59 p.m. Eastern Standard Time, on December 31, 2005.

(b) The Merger shall have the effect set forth in Section 259 of the General Corporation Code of the State of Delaware and Section 490.1107 of the Code of Iowa.

(c) The Certificate of Incorporation of RAF in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, until thereafter amended in accordance with law.

(d) The Bylaws of RAF in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, until thereafter amended in accordance with law.

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**1.02 Cancellation of Outstanding Shares of RAS Stock.** As of the Effective Time, by virtue of the Merger without any action on the part of the holder thereof, each share of stock of RAS that is issued and outstanding immediately prior to the Effective Time shall thereupon and without any further action automatically be cancelled.

**1.03 Outstanding Shares of RAF Stock.** As of the Effective Time, by virtue of the Merger each share of common stock of RAF that is issued and outstanding immediately prior to the Effective Time, shall continue immediately after the Effective Time to constitute one share of common stock of RAF.

**1.04 Board of Directors and Officers.** At the Effective Time, the directors and officers of RAF immediately prior to the Effective Time shall continue as directors and officers, respectively, of the Surviving Corporation and shall hold office in accordance with the Surviving Corporation's Bylaws and applicable law.

**II. CONDITIONS, TERMINATION, AMENDMENT AND WAIVER**

**2.01 Conditions.** Consummation of the Merger and the transactions contemplated thereby shall be subject to:

(a) Receipt of approval as required by law by Utrecht-America Holdings, Inc., the sole stockholder of RAF and RAS.

**2.02 Termination.** At any time prior to the Effective Time this Agreement may be terminated by the Board of Directors of either RAF or RAS notwithstanding prior approval of this Agreement by their sole stockholder. In the event this Agreement is so terminated after the Certificate of Merger is filed with the Secretary of State of Delaware but before the Effective Time, a Certificate of Termination shall be filed in accordance with Section 103 of the General Corporation Code of the State of Delaware.

**2.03 Effect of Termination.** In the event of termination of this Agreement as provided in Section 2.02 above, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto or their respective officers, directors or stockholders with respect to this Agreement.

**2.04 Amendment.** This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors at any time, by an instrument in writing signed on behalf of both parties and approved, if required by law, by their sole stockholder.

**2.05 Waiver.** Any term or provision of this Agreement may be waived in writing at any time by the party entitled to its benefits other than the condition in Section 2.01(a).

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2.06 Corporate Action. This Agreement between the parties to the Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 252 of the General Corporations Law of the State of Delaware.

III. GENERAL PROVISIONS

3.01 Filing. Unless this Agreement shall have been terminated and the Merger herein contemplated shall have been abandoned, the Certificate of Merger shall be filed for recording with the Secretary of State of Delaware and the Articles of Merger shall be filed for recording with the Secretary of State of Iowa on such date or dates as shall be determined by RAF, after the conditions to the Merger set forth in Section 2.01 hereof have been met.

3.02 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.03 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be signed by its duly authorized officer, as of the date first above written.

RABO AGRIFINANCE, INC.

By:

*Richard E. Handberg*

*JAMV*

Its: President & Chief Operating Officer

RABO AGSERVICES, INC.

By:

*[Signature]*

*ell*

Its: President & Chief Executive Officer

By:

*[Signature]*

Its:

*Chief Operating Officer*

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SECRETARY OF STATE

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