

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/14/2008		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Newsham Choice Genetics, LLC		11/14/2008
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Newsham Choice Genetics, LLC		
Street Address:	5058 Grand Ridge Drive		
City:	West Des Moines		
State/Country:	IOWA		
Postal Code:	50265		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
PROPERTY NUMBERS Total: 5			
	Property Type	Number	Word Mark
	Registration Number:	3598992	GX
	Registration Number:	3595319	GX
	Registration Number:	3667936	MAP YOUR SUCCESS
	Registration Number:	3085276	EBX
	Registration Number:	3092815	EBX
CORRESPONDENCE DATA			
Fax Number:	7196943718		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	719-475-6427		
Email:	docket@hollandhart.com		
Correspondent Name:	Amanda L. Swaim		
Address Line 1:	PO Box 8749		
Address Line 2:	Attn: Trademark Docketing		

OP \$140.00 3598992

Address Line 4: Denver, COLORADO 80201-8749

ATTORNEY DOCKET NUMBER: 50637

NAME OF SUBMITTER: Amanda L. Swaim

Signature: /Amanda L. Swaim/

Date: 05/09/2012

Total Attachments: 5
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ARTICLES OF MERGER
OF
NEWSHAM GENETICS, LC

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 1204 of the Iowa Limited Liability Company Act, the undersigned entities submit these Articles of Merger.

- 1. The names of the constituent entities are: Newsham Choice Genetics, LLC, a Delaware limited liability company; and Newsham Genetics, LC, an Iowa limited liability company.
- 2. The Plan of Merger is attached hereto as Exhibit A and incorporated herein by this reference.
- 3. Pursuant to the Plan of Merger, Article I of the Articles of Organization of Newsham Genetics, LC is amended to provide as follows:

The name of the limited liability company is Newsham Choice Genetics, LLC.

- 4. The merger is to be effective upon the date of the filing of these Articles of Merger with the Secretary of State of the State of Iowa.
- 5. Newsham Genetics, LC, an Iowa limited liability company is the surviving entity.
- 6. The Plan of Merger was duly authorized and approved by each constituent entity in accordance with Section 1203 of the Iowa Limited Liability Company Act.

NEWSHAM GENETICS, LC

By: 
Brent Mitchell, Co-CEO

NEWSHAM CHOICE GENETICS, LLC

By: 
Brent Mitchell, Co-CEO

5

EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 14th day of November 2008 by and between Newsham Genetics, LC, an Iowa limited liability company ("Newsham Genetics") and Newsham Choice Genetics, LLC, a Delaware limited liability company ("NCG"; Newsham Genetics and NCG, collectively, the "Constituent Entities").

WHEREAS, NCG is a wholly owned subsidiary of Newsham Genetics and the Constituent Entities desire that NCG be merged with and into Newsham Genetics, with Newsham Genetics being the surviving entity under the merger (the "Merger").

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the Constituent Entities each agree as follows:

1. Merger. In accordance with the applicable provisions of the Delaware Limited Liability Company Act (the "Delaware Act") and the Iowa Limited Liability Company Act (the "Iowa Act"), NCG shall be merged with and into Newsham Genetics on the Effective Date (as that term is defined in Section 2 below). Newsham Genetics shall be the surviving entity in the Merger.

2. Effective Date. This Agreement has been approved and adopted by the board of directors and the common members of Newsham Genetics and the sole member of NCG. Newsham Genetics shall, as soon as is practicable following satisfaction of the conditions precedent set forth herein, file Articles of Merger (the "Articles of Merger") with the Iowa Secretary of State in accordance with the Iowa Act and a Certificate of Merger (the "Certificate of Merger") with the Delaware Secretary of State in accordance with the Delaware Act. The Merger shall take effect as of the date of the filing of the Articles of Merger with the Iowa Secretary of State (the "Effective Date").

3. Units and Membership Interests. All the issued and outstanding units and membership interests of NCG are owned by Newsham Genetics as the sole member of NCG, and shall be canceled upon the Effective Date.

4. Conditions Precedent to the Merger. The obligations of each of the parties hereto are subject to the satisfaction, on or before the Effective Date, of each of the following conditions, any one or more of which a Constituent Entity may, in the sole discretion of such Constituent Entity's member(s), waive or modify in whole or in part:

(a) All statutory requirements for the consummation of the Merger and the other transactions contemplated by this Agreement and the Articles of Merger and Certificate of Merger shall have been fully fulfilled.

(b) All authorizations, orders, consents and approvals of all federal, state and

local governmental agencies and authorities required to be obtained in order to permit the consummation of the Merger and the other transactions contemplated by this Agreement and the Articles of Merger and Certificate of Merger, if any, shall have been obtained, and all applicable waiting periods imposed by law or by rule, regulation or order shall have expired.

(c) All requisite action shall have been taken by the Constituent Entities in order to fully authorize and approve this Agreement and to consummate the Merger and the other transactions contemplated hereby.

(d) No suit, action or other proceeding shall have been instituted or threatened before any court or other governmental body or by any public authority to restrain or prohibit the consummation of the Merger or the other transactions contemplated hereby or to obtain damages or other relief in connection with this Agreement.

(e) Each of the Constituent Entities shall have performed and complied with all of the terms, agreements, covenants and conditions required by this Agreement to be performed and complied with by them prior to or on the Effective Date.

5. Articles of Organization and Operating Agreement: Officers and Directors.

(a) The Articles of Organization of Newsham Genetics in effect immediately prior to the Effective Date shall continue as the Articles of Organization following the Effective Date and the consummation of the Merger, except that Article I of the Articles of Organization of Newsham Genetics is amended to provide as follows:

The name of the limited liability company is Newsham Choice Genetics, LLC.

The Articles of Organization, as amended, are subject to future amendment.

(b) The Operating Agreement of Newsham Genetics in effect immediately prior to the Effective Date shall continue as the Operating Agreement of Newsham Genetics following the Effective Date and the consummation of the Merger, but subject to future amendment.

(c) The directors and officers of Newsham Genetics on the Effective Date shall continue as the directors and officers of Newsham Genetics following the Effective Date and the consummation of the Merger until their successors have been duly elected and qualified in accordance with the Iowa Act and the Articles of Organization and Operating Agreement of Newsham Genetics.

6. Effect of Merger. On the Effective Date:

(a) NCG will merge with and into Newsham Genetics, with Newsham Genetics continuing as the surviving entity, and the separate existence of NCG shall cease.

(b) The title to all real estate and other property, including, without limitation, contract rights, owned by NCG shall be vested in Newsham Genetics without reversion or impairment.

(c) Newsham Genetics shall have all of the liabilities of NCG.

(d) The Merger shall otherwise have all of the effects of a merger as provided in Section 1205 of the Iowa Act.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa but without regard to provisions thereof relating to conflicts of law.

8. Headings and Captions. The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

10. Gender and Number. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

11. Binding Effect on Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

12. Entire Agreement This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 17th day of November 2008.

NEWSHAM GENETICS, LC

By: [Signature]
Brent Mitchell, Co-CEO

NEWSHAM CHOICE GENETICS, LLC

By: [Signature]
Brent Mitchell, Co-CEO

[Signature Page to Agreement and Plan of Merger]

FILED
IOWA
SECRETARY OF STATE
12-29-08
11:08AM
W609639



RECEIVED TIME DEC. 29. 11:08AM

RECORDED: 05/09/2012

TRADEMARK
REEL: 004776 FRAME: 0343