

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/15/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zumbro, Inc.		01/31/2000	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Zumbro/IFP, Inc.
Street Address:	Box 83, Route 1
City:	Hayfield
State/Country:	MINNESOTA
Postal Code:	55940
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	74130662	RICE*PRO

CORRESPONDENCE DATA

Fax Number: 6126046825
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (612) 604-6725
 Email: trademark@winthrop.com
 Correspondent Name: Bradley J. Walz
 Address Line 1: 225 South Sixth St.
 Address Line 2: Suite 3500
 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Bradley J. Walz
Signature:	/Bradley J. Walz/

Date:

09/19/2012

Total Attachments: 6

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3V-705

State of Minnesota

SECRETARY OF STATE

CERTIFICATE OF MERGER

I, Mary Kliffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of the individual merging entities to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

**MN: ZUMBRO, INC.
MN: I.F.P. INCORPORATED**

State of Formation and Name of Surviving Entity:

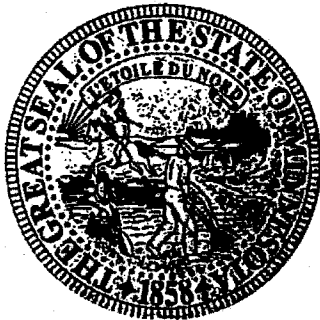
MN: I.F.P. INCORPORATED

Effective Date of Merger: February 15, 2000

Name of Surviving Entity After Effective Date of Merger:

ZUMBRO/IFP, INC.

This certificate has been issued on February 15, 2000



Mary Kliffmeyer
Secretary of State.

3V-705

**ARTICLES OF MERGER
OF
ZUMBRO, INC.
INTO
I.F.P. INCORPORATED**

These Articles of Merger relate to the merger of Zumbro, Inc., a Minnesota corporation ("Zumbro"), with and into I.F.P. Incorporated, a Minnesota corporation (the "Company").

(A) The Agreement and Plan of Merger, dated as of January 31, 2000 (the "Plan of Merger"), in fully executed form, is attached hereto as Exhibit A.


(B) The Plan of Merger has been approved by each of Zumbro and the Company pursuant to Chapter 302A of the Minnesota Statutes.

DATED: January 31, 2000

ZUMBRO, INC.

By 
Jon D. Goetze, Vice President

I.F.P. INCORPORATED

By 
Jon D. Goetze, Vice President

043264

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of January 31, 2000 by and between I.F.P. Incorporated, a Minnesota corporation ("Company"), and Zumbro, Inc., a Minnesota corporation ("Zumbro"), said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, Company and Zumbro have entered into this Agreement and Plan of Merger dated as of the date hereof (the "Plan"), providing, among other things, for the merger of Zumbro with and into Company upon the terms set forth in this Plan (the "Merger");

WHEREAS, the respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective stockholders that the Merger be effectuated, and have adopted resolutions approving this Plan;

WHEREAS, the Merger has also been approved by the stockholders of Zumbro pursuant to Section 302A.613, Subdivision 2, of the Minnesota Business Corporation Act (the "Act");

WHEREAS, pursuant to Section 302A.613, Subdivision 3, of the Act, the approval of the Merger by the stockholders of Company is not required;

WHEREAS, the authorized capital stock of Company consists of 25,000 shares of common stock, par value \$1.00 per share ("Company Common Stock"); and

WHEREAS, the authorized capital stock of Zumbro consists of 2,500 shares of common stock, having no par value, of which 1,000 shares are issued and outstanding ("Zumbro Common Stock").

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of stating the terms and conditions of the Merger and the mode of carrying the same into effect and the manner of converting Zumbro securities into Company securities and such other details and provisions as are deemed desirable, the parties hereto hereby agree as follows:

ARTICLE I

In accordance with the provisions of the laws of the State of Minnesota, Zumbro shall be merged with and into Company. Company shall be and is herein sometimes referred to as the "Surviving Corporation."

ARTICLE II

The Merger shall become effective at the time articles of merger are filed with the Secretary of State's office of the State of Minnesota. The date on which the Merger becomes effective is hereinafter referred to as the "Effective Date." The time on such date at which the Merger becomes effective is hereinafter called the "Effective Time."

ARTICLE III

At the Effective Time, the Articles of Incorporation and By-Laws of Company then in effect shall continue to be the Articles of Incorporation and By-Laws of the Surviving Corporation until further amended in accordance with applicable law; provided, however, that the name of Company shall be changed to the following:

"Zumbro/IFP, Inc."

The directors of Company shall continue to serve as directors of the Surviving Corporation until their successors are duly elected and qualified, or until their earlier death, resignation or removal.

ARTICLE IV

The manner of converting the shares of Zumbro Common Stock issued and outstanding immediately prior to the Effective Time of the Merger into shares of Company Common Stock shall be as follows:

1. At the Effective Time, (a) each share of Zumbro Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall cease to be outstanding, and no shares of Company Common Stock shall be issued in consideration therefor.
2. As soon as practicable after the Effective Date, each holder of a certificate for shares of Zumbro Common Stock outstanding immediately prior to the Effective Time (other than Company or its subsidiaries) shall surrender such certificate for cancellation to the Surviving Corporation

ARTICLE V

Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of Company shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of Zumbro shall be merged into Company and Company shall, as the Surviving Corporation, be fully vested therewith. At the Effective Time, the separate existence of Zumbro shall cease and, in accordance with the terms of this Plan, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real,

personal and mixed and all debts due to either of the Constituent Corporations on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due to each of such corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate or interest therein, vested by deed or otherwise in either of such corporations, shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, and all debts, liabilities and duties of each of said Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

If, upon or after the effectiveness of the Merger, the Surviving Corporation shall determine that any returns or reports, or any filings of any kind, are required to be made by Zumbro to the Internal Revenue Service or to any other state or federal administrative or regulatory agency, or if any assignments, deeds or assurances are necessary or desirable to vest in the Surviving Corporation any property of Zumbro, the Chairman of the Board of the Surviving Corporation, or such other officers thereof as may be designated by the Board of Directors thereof, shall be empowered to make and execute on behalf of Zumbro all necessary returns or reports, or filings of any kind, and all proper assignments, deeds or assurances, and to do all other things necessary and proper to effectuate the Merger and to vest title to all of the property of Zumbro in the Surviving Corporation.

ARTICLE VI

This Plan and the Merger may be terminated and abandoned upon mutual consent of the respective Boards of Directors of Company and Zumbro at any time prior to the Effective Date, notwithstanding approval of this Plan by the stockholders of either of the two corporations. In the event of the termination and abandonment of this Plan and the Merger pursuant to the foregoing provisions of this Article VI, this Plan shall be void and have no effect, and no liability shall be incurred hereunder on the part of either Company or Zumbro or the stockholders, directors, or officers thereof.

ARTICLE VII

Any of the terms or conditions of this Plan may be waived at any time by whichever of the Constituent Corporations is, or the stockholders of which are, entitled to the benefit thereof, by action taken by the Board of Directors of such Constituent Corporation, or may be amended or modified in whole or in part at any time by an agreement in writing authorized by the Boards

of Directors of the Constituent Corporations; provided, however, that no such amendment or modification or waiver after adoption by the stockholders of Zumbro shall be made which changes the manner in which the Zumbro Common Stock is to be converted into and exchanged for Company Common Stock and cash as provided in Article IV of this Plan without the approval of such stockholders.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Plan to be signed in its corporate name by its President or Vice President, all as of the date first above written.

I.F.P. INCORPORATED

By 
Jon D. Goetze, Vice President

ZUMBRO, INC.

By 
Jon D. Goetze, Vice President

MI:587712.01

STATE OF MINNESOTA
FILED.

FEB 15 2000 *je*

Henry Hoffmann
Secretary of State