

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 12/31/2012 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------------|----------|----------------|-------------------------|
| Northwest Agricultural Products, Inc. | | 12/27/2012 | CORPORATION: WASHINGTON |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | Northwest Agricultural Products, LLC |
| Street Address: | PO Box 3453 |
| City: | Pasco |
| State/Country: | WASHINGTON |
| Postal Code: | 99302 |
| Entity Type: | LIMITED LIABILITY COMPANY: WASHINGTON |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|----------------|----------|------------------|
| Serial Number: | 76238122 | LINEMASTER |
| Serial Number: | 76216562 | WILT-GUARD |
| Serial Number: | 76238120 | M-P-A |
| Serial Number: | 78556911 | STRYKE |
| Serial Number: | 78771159 | KNOCK-OUT |
| Serial Number: | 78771211 | SOLUTION DS |
| Serial Number: | 77468175 | CONSTANT BUPH-ER |
| Serial Number: | 77605238 | STERIC MKS |
| Serial Number: | 77635832 | STERIC P DS |
| Serial Number: | 77684270 | STERIC K DS |
| Serial Number: | 77684361 | STERIC S DS |
| Serial Number: | 77632461 | WEED-A-CIDE |

CH \$765.00 76238122

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|----------------|----------|------------------------------|
| Serial Number: | 85044050 | EMINATE |
| Serial Number: | 85072039 | FRUITPLEX |
| Serial Number: | 85050732 | STERIC P III |
| Serial Number: | 85050739 | STERIC K |
| Serial Number: | 85050743 | STERIC S |
| Serial Number: | 85251760 | NAP NORTHWEST AGRI PRODUCTS |
| Serial Number: | 85251782 | STERIC S |
| Serial Number: | 85332343 | BLOOMTIME |
| Serial Number: | 85388901 | YEOMAN ORGANIC |
| Serial Number: | 85153721 | CHELAMINE GRANULAR |
| Serial Number: | 85562072 | STERIC K LS |
| Serial Number: | 85562047 | STERIC P LS |
| Serial Number: | 85562081 | STERIC S LS |
| Serial Number: | 85726388 | CLEARDRIP |
| Serial Number: | 85852978 | NUTRIENT CATALYST |
| Serial Number: | 85852987 | NUTRI-CAT |
| Serial Number: | 85853001 | NUTRIENT CATALYST TECHNOLOGY |
| Serial Number: | 85933104 | MULTI-COM GRANULAR |

CORRESPONDENCE DATA

Fax Number: 5594364800

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (559) 436-3800

Email: ipmail@sierraplalaw.com

Correspondent Name: Mark D. Miller

Address Line 1: P.O.Box 5637

Address Line 4: Fresno, CALIFORNIA 93755-5637

| | |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 13121.01 NAP TRADEMARKS |
| NAME OF SUBMITTER: | Mark D. Miller |
| Signature: | / Mark D. Miller / |
| Date: | 11/29/2013 |

Total Attachments: 4

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TRADEMARK

REEL: 005163 FRAME: 0962

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **Kim Wyman**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

NORTHWEST AGRICULTURAL PRODUCTS LLC

as filed in this office on December 28, 2012.

Date: September 26, 2013



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Handwritten signature of Kim Wyman in cursive.

Kim Wyman, Secretary of State

TRADEMARK

REEL: 005163 FRAME: 0963

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WA SECRETARY OF STATE

ARTICLES OF MERGER
OF
NORTHWEST AGRICULTURAL PRODUCTS LLC
AND
NORTHWEST AGRICULTURAL PRODUCTS, INC.

Pursuant to Section 25.15.405 of the Washington Limited Liability Company Act, the undersigned Northwest Agricultural Products LLC executes and submits for filing the following Articles of Merger:

1. The Plan of Merger is attached hereto.
2. The Plan of Merger was duly approved by the board of directors of Northwest Agricultural Products, Inc.
3. Approval of the Plan of Merger by the shareholders of Northwest Agricultural Products LLC was required. This merger was duly approved by this corporation's shareholders pursuant to RCW, § 23B.11.030.
4. Approval of the Plan of Merger by the members of Northwest Agricultural Products LLC was required. This merger was duly approved by this limited liability company's members pursuant to RCW, § 25.15.400.

Dated: 12/27/12

NORTHWEST AGRICULTURAL PRODUCTS LLC
Surviving Entity

By: 

Name: David Bergevin
Title: Sole Member

PLAN OF MERGER

This Plan of Merger ("*Plan of Merger*") is made and entered into this 27 day of December, 2012, by and between Northwest Agricultural Products, Inc. a Washington corporation (the "*Merged Corporation*"), and Northwest Agricultural Products LLC, a Washington limited liability company (the "*Surviving Company*").

WHEREAS, the Shareholder and Board of Directors of the Merged Corporation and the Member of the Surviving Company deem it advisable and in the best interests of the parties hereto that the Merged Corporation be merged with and into the Surviving Company pursuant to the provisions of RCW Section 25.15.395.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained, the parties hereto agree to merge upon the terms and conditions below stated:

1. The parties hereto agree that the Merged Corporation will be merged with and into the Surviving Company (the "*Merger*").

2. The mode of carrying the Merger into effect will be as follows:

(a) At the Effective Time (as defined below), one hundred percent (100%) of the outstanding and issued stock of the Merged Corporation shall be converted into one hundred percent (100%) of the membership units of the Surviving Company on a one-to-one basis as a result of the Merger.

(b) The Merger will become effective on December 31, 2012 (the "*Effective Time*").

(c) Upon the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporation shall be transferred to, vested in, and devolve upon, the Surviving Company without further act or deed and all property, rights, and every other interest of the Surviving Company and the Merged Corporation shall be as effectively the property of the Surviving Company as they were of the Merged Corporation and the Surviving Company, respectively. The Merged Corporation hereby agrees from time to time, as and when requested by the Surviving Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any property of the Merged Corporation 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 sole member of the Surviving Company and the proper officers and directors of the Merged Corporation are fully authorized in the name of the Surviving Company or otherwise to take any and all such action.

3. The Certificate of Formation of the Surviving Company, as in effect on the date of the Merger provided for in this Plan of Merger, shall continue in full force and effect as the Certificate of Formation of the Surviving Company.

4. The Limited Liability Company Agreement of the Surviving Company as it shall exist on the Effective Time of this Merger shall be and remain the Limited Liability Company Agreement of the Surviving Company until the same shall be altered, amended or repealed as therein provided.

5. The Officers of the Surviving Company shall continue in office until the next annual meeting of Members and until their successors shall have been elected and qualified.

6. The respective Board of Directors, and Sole Member of the constituent corporation a party hereto shall have the power in their discretion to abandon the Merger provided for herein prior to the filing of the Articles of Merger or other appropriate certificate with the office of the Washington Secretary of State.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed hereto by their officers duly authorized by their Board of Directors and by the Sole Member, as the case may be.

NORTHWEST AGRICULTURAL
PRODUCTS, INC.
(Merged Corporation)

By: 

David Bergevin, President

Address: 821 S. Chestnut, Pasco, Washington
99301

NORTHWEST AGRICULTURAL
PRODUCTS LLC
(Surviving Company)

By: 

David Bergevin, Sole Member

Address: 821 S. Chestnut, Pasco, Washington
99301

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