

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/27/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NH3 Service Company		07/27/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pinnacle Agriculture Distribution, Inc.		
Street Address:	3400 Players Club Parkway		
Internal Address:	Suite 210		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38125		
Entity Type:	CORPORATION: MISSISSIPPI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4397123	ROOT ZONE	
Registration Number:	4584919	NH3 SERVICE CO. ROOT ZONE FERTILIZERS SA	
Registration Number:	4584917	NH3 SERVICE CO. ROOT ZONE FERTILIZERS	
CORRESPONDENCE DATA			
Fax Number:	6152524707		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-252-4639		
Email:	jne@babbc.com		
Correspondent Name:	Jacob Neu		
Address Line 1:	1600 Division Street		
Address Line 2:	Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
ATTORNEY DOCKET NUMBER:	0J0101301012		
NAME OF SUBMITTER:	Jacob W Neu		
SIGNATURE:	/jacobwneu/		
DATE SIGNED:	12/02/2015		

OP \$90.00 4397123

Total Attachments: 4

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Fee: \$ 50



Filed: 07/30/2015 03:47 PM
C. Delbert Hosemann, Jr.
Secretary of State

DELBERT HOSEMANN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Articles of Merger

Merging Business(es)

<i>Business ID</i>	<i>Name of Entity</i>	<i>Entity Type</i>	<i>State</i>
	NH3Service Company	Profit Corporation	CA

Survivor Details

Business ID: 1007072 *Business Name:* Pinnacle Agriculture Distribution, Inc.
State: MS *Entity Type:* Profit Corporation

A plan of merger signed by a representative of each company involved in the merger must be attached.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of July 27, 2015 by and between NH3Service Company, a California corporation ("NH3"), and Pinnacle Agriculture Distribution, Inc., a Mississippi corporation ("Pinnacle").

RECITALS

A. NH3 was originally incorporated in the State of California on January 16, 1967. Pinnacle was incorporated in the State of Mississippi on August 22, 2012.

B. NH3 is a wholly-owned subsidiary of Pinnacle.

C. Pursuant to Section 79-4-11.05 of the Mississippi Business Corporation Act and Section 1110 of the California Corporations Code, the Board of Directors of Pinnacle deems it advisable and in its best interests that NH3 merge with and into Pinnacle upon the terms and subject to the conditions set forth in this Merger Agreement. The Board of Directors of Pinnacle has approved this Merger Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, NH3 and Pinnacle hereby agree as follows:

1. Merger. At the Effective Time (as defined below), NH3 shall be merged with and into Pinnacle (the "Merger"), the separate existence of NH3 shall cease, and Pinnacle shall be the surviving corporation of the Merger (the "Surviving Corporation").

2. Effective Time. The Merger shall become effective on July 31, 2015 upon filing a duly executed copy of Articles of Merger or Certificate of Ownership, as applicable, in the forms required by the relevant provisions of the Mississippi Business Corporation Act and the California Corporations Code, with the Secretary of State of the State of Mississippi and the Secretary of State of the State of California, as applicable (the "Effective Date").

3. Effect of Merger. Upon the Effective Time of the Merger, the separate existence of NH3 shall cease and Pinnacle as the Surviving Corporation (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and NH3's Boards of Directors, (iii) shall succeed, without other transfer or further act or deed, to all of the assets, rights, powers and property of NH3, in the manner more fully set forth in the Mississippi Business Corporation Act and the California Corporations Code, (iv) shall continue to be subject to all of the debts, liabilities and obligations of NH3 as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer or further act or deed, to all of the debts, liabilities and obligations of NH3 in the same manner as if Pinnacle had itself incurred them.

4. Governing Documents; Shares of Surviving Corporation. The Articles of Incorporation and Bylaws, each as amended, of Pinnacle as in effect immediately prior to the Effective Time shall continue in full force and effect as the Articles of Incorporation and Bylaws of the Surviving Corporation. The outstanding shares of capital stock of Pinnacle shall remain outstanding and are not affected by the Merger.

5. Directors. The directors and officers of Pinnacle immediately prior to the Effective Time will continue to be the directors and officers of the Surviving Corporation until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Company Bylaws or as otherwise provided by law.

6. Cancellation of Shares of NH3. At the Effective Time, all of the previously issued and outstanding shares of capital stock of NH3 that were issued and outstanding to Pinnacle immediately prior to the Effective Time shall be automatically retired and canceled without consideration.

7. Abandonment. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of Pinnacle in its sole discretion.

8. Governing Law. This Merger Agreement shall be governed by and construed under the internal laws of the State of Mississippi, without reference to the principles of conflicts of law or choice of laws.

9. Counterparts. This Agreement may be executed by facsimile or .PDF and in multiple counterparts, which, when taken together, shall be deemed a single original instrument, it being understood that the parties hereto need not sign the same counterpart. Any such signature page shall be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Merger Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NH3SERVICE COMPANY

By: Beverly S. Gates
Name: Beverly S. Gates
Title: Vice President, General Counsel and
Secretary

**PINNACLE AGRICULTURE DISTRIBUTION,
INC.**

By: Beverly S. Gates
Name: Beverly S. Gates
Title: Vice President, General Counsel and
Secretary