

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376237

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	10/01/2015
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Penford Products Company		10/01/2015	Corporation: DELAWARE

## NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Penford Products Co., LLC	10/01/2015	Limited Liability Company: DELAWARE

## MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

<b>Name:</b>	Ingredion Incorporated
<b>Street Address:</b>	5 Westbrook Corporate Center
<b>City:</b>	Westchester
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60154
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0689319	DOUGLAS

## CORRESPONDENCE DATA

Fax Number: 9087073706

*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.*

Phone: 9085756152

Email: trademarks@ingredion.com

Correspondent Name: Karen G. Kaiser

Address Line 1: 10 FINDERNE AVENUE

Address Line 4: BRIDGEWATER, NEW JERSEY 08807

<b>ATTORNEY DOCKET NUMBER:</b>	MERGER INTO INGREDION
<b>NAME OF SUBMITTER:</b>	Karen G, Kaiser
<b>SIGNATURE:</b>	/KAREN G. KAISER/

**DATE SIGNED:**

03/10/2016

**Total Attachments: 23**

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source=Asset Contribution Agreement#page17.tif  
source=Asset Contribution Agreement#page18.tif  
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ASSET CONTRIBUTION  
AGREEMENT

dated as of January 1,  
2016

by and  
between

Ingredion Incorporated

and

CORN PRODUCTS  
DEVELOPMENT, INC.

This ASSET CONTRIBUTION AGREEMENT is dated as of January 1, 2016 (this "Agreement"), by and among Ingredion Incorporated ("Ingredion") and Corn Products Development, Inc., ("CPDev"), CPDev is a wholly owned subsidiary of Ingredion Incorporated.

## WITNESSETH

WHEREAS, Ingredion Incorporated owns CPDev and CPDev holds all or substantially all of Ingredion's intellectual property;

WHEREAS Ingredion Incorporated acquired Penford Corporation and its subsidiary Penford Products Co., which also was doing business Penford Products Company, Penford Food Corporation and Penford Food Ingredients. Penford Food Corporation, (together "Penford") through the merger of a wholly-owned subsidiary of Ingredion with and into Penford on 11 March 2015;

WHEREAS on October 1, 2015, Penford Corporation was merged with and into its subsidiary Penford Products Co. and Penford Products Co. was converted to Penford Products Co., LLC under Delaware law;

WHEREAS on January 1, 2016 Penford Products Co., LLC and its subsidiaries have merged into Ingredion with Ingredion as the survivor corporation and therefore Ingredion has become the owner of the former Penford assets;

WHEREAS upon the terms and subject to the conditions set forth herein, Ingredion is concurrently with the execution of this Agreement contributing to the additional paid in capital of the common stock, no par value, of CPDev which will continue to represent 100% of the outstanding shares and value of such common stock in an exchange described in section 351 of the United States Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### Article I - CONTRIBUTION AND CAPITAL INCREASE

#### 1.1. Contribution.

(a) Effective January 1, 2016, Ingredion hereby agrees to contribute, transfer, convey, assign and deliver to CPDev, and CPDev hereby agrees to accept from Ingredion, all right, title and interest of Ingredion in, to or under the following assets:

- (i) All patents, trademarks, copyrights and domain names ("Intellectual Property Rights") previously owned or assigned to

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(ii) Penford, including those set forth in Schedule 1 hereto; and *related technical information, know-how and expertise in the manufacturing and sales of former Penford products.*

(b) The assets and agreements contributed under this Section 1.1 are referred to herein as the "Contributed Assets."

1.2. Non-Assumption of Certain Liabilities. CPDev is not assuming, and shall not be deemed to have assumed, any liabilities or obligations of Ingredion or any of its Affiliates of any kind or nature whatsoever.

1.3. Taxes. Ingredion shall be liable for, shall pay and shall indemnify and hold harmless CPDev from and against all taxes, fees and charges imposed by any governmental authority upon or with respect to the Contributed Assets and earnings thereon for all taxable years or periods (or portions thereof) ending prior to the date hereof

1.4 Additional Paid in Capital – Ingredion and CPDev agree that the fair market value of the contributed assets is 33,300,000.00 US dollars, which is the increase to the additional paid in capital of CPDev.

## Article II - REPRESENTATIONS AND WARRANTIES OF CPDEV

As an inducement to Ingredion to enter into this Agreement and to consummate the transactions contemplated hereby, CPDev represents and warrants to Ingredion and agrees as follows:

2.1. To record in favor of Ingredion additional paid in capital of 33,300,000.00 US dollars CPD in exchange for receipt of the Contributed Assets.

## Article III - REPRESENTATIONS AND WARRANTIES OF INGREDION.

As an inducement to CPDev to enter into this Agreement and to consummate the transactions contemplated hereby, Ingredion represents and warrants to the CPDev and agrees as follows:

3.1. Fair market value of the Contributed Assets was determined to be 33,300,000.00 US dollars in accordance with United States generally accepted accounting principles by independent third parties.

3.2. Title to Property: Condition of Assets. Ingredion has good title to the Contributed Assets free and clear of all liens, charges, pledges, security interests or other encumbrances of any nature whatsoever, except for liens for taxes not yet due and other similar statutory liens for amounts not yet due. The tangible personal property included in the Contributed Assets, if any, is in good working order in all material respects.

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except for ordinary wear and tear.

3.3. Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, PENFORD DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE CONTRIBUTED ASSETS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

#### Article IV - MISCELLANEOUS

4.1. Governing Law. This agreement shall be governed by and construed and enforced in accordance with the internal laws of the state of Delaware without regard to its conflicts of law doctrine.

4.2. Notices. All notices, requests, claims, demands and other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, (b) if transmitted by facsimile, when transmission is confirmed by telephone, (c) if sent by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing or (d) if sent by private courier, when received and shall be addressed as follows.

Corn Products Development, Inc.

Corn Products Development, Inc. (Incorporated in Delaware)  
Av. Do Café, 277 - Torre B, 2º andar  
Jabaquara - Sao Paulo, 04311-000SP  
Brazil  
Attention: Legal Department

Ingredion Incorporated

Ingredion Incorporated  
5 Westbrook Corporate Center  
Westchester, Illinois 60154 USA  
Attention: General Counsel

or to such other address as such party may indicate by a written notice delivered to the other party.

4.3. No Prohibited Transfer or Assumption.  
Notwithstanding any other provisions in this Agreement to the contrary, nothing herein shall be deemed to effect the transfer of any assets comprising the Contributed Assets which by their terms or operation of law cannot be transferred; provided, however, that Ingredion hereby assigns the revenues from any such assets comprising the Contributed Assets to CPDev and shall hold any such assets comprising the Contributed Assets. **TRADEMARK**

use and benefit of CPDev (and at the expense of CPDev), and shall take such other action as may be reasonably requested by CPDev in order to place CPDev, insofar as reasonably possible, in the same position as would have existed had such assets comprising the Contributed Assets been transferred. As and when such assets comprising the Contributed Assets become transferable, such transferor assignment, as the case may be, shall be deemed to occur immediately without any other action being taken by Ingredion, CPDev or any other person.

4.4. Further Assurances. In connection with the consummation of the transactions contemplated by this Agreement, if any time after the date hereof CPDev so requests, Ingredion shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to evidence in CPDev the license and right to use the Contributed Assets to which CPDev is entitled under this Agreement.

4.5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

4.6. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

4.7. Entire Agreement. This Agreement and the agreements contemplated hereby constitute the entire agreement among the parties hereto and contain all of the agreements among such parties with respect to the subject matter hereof and thereof.

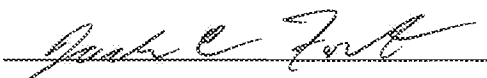
4.8. Survival of Obligations. All representations, warranties, covenants and obligations contained in this Agreement shall survive the consummation of the transactions contemplated by this Agreement.

4.9. Confidential Nature of Information. CPDev agrees that it will treat in confidence all documents, materials and other information which it shall have obtained regarding the Contributed Assets during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), any investigation undertaken in connection herewith and the preparation of this Agreement and other related documents.

4.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Asset Contribution Agreement has been duly executed and delivered by duly authorized officers of the parties hereto as of the date first above written.

**Ingredion Incorporated**

By 

Name: Jack C. Fortnum

Title: Executive Vice President and Chief  
Financial Officer

**CORN PRODUCTS DEVELOPMENT,  
INC.**

By 

Name: Richard J. O'Shanna

Title: Treasurer



**Schedule 1 – Intellectual Property Rights**

Patents

Patent No.	Status	Title	Country	Current Patent Owner	App. No.	App. Date	Patent No.	Grant Date
3500.PENF	Granted - (G)	FRENCH FRY FORMULATION	Canada - (CA)	Penford Corporation	2,178,273	06/05/1996	2,178,273	03/23/1999
3500.PENF	Granted - (G)	FRENCH FRY FORMULATION AND METHOD OF MAKING	United States - (US)	Penford Corporation	08/465939	06/06/1995	5,648,110	07/15/1997
3501.PENF	Granted - (G)	FRENCH FRY FORMULATIONS COMPRISING STARCH HYDROLYZATE PRODUCTS	Canada - (CA)	Penford Products Company	2,228,366	01/30/1998	2,228,366	05/14/2002
3501.PENF	Granted - (G)	PROCESS FOR PREPARING STARCH HYDROLYZATE COATED POTATO PRODUCTS	United States - (US)	Penford Products Company	08/792543	01/31/1997	5,897,898	04/27/1999
3503.PENF	Granted - (G)	FRENCH FRY FORMULATIONS CONTAINING RICE FLOUR	Canada - (CA)	Penford Corporation	2,244,935	08/12/1998	2,244,935	02/18/2003
3503.PENF	Granted - (G)	PROCESS FOR PREPARING A STARCH COATED POTATO PRODUCT AND PRODUCT THEREOF	United States - (US)	Penford Corporation	08/912086	08/15/1997	6,022,569	02/08/2000
3503.PENF	Granted - (G)	FRENCH FRY FORMULATIONS CONTAINING RICE FLOUR	Great Britain - (GB)	Penford Corporation	98113023.0	07/13/1998	0898902	09/17/2003
3503.PENF	Granted - (G)	FRENCH FRY FORMULATIONS CONTAINING RICE FLOUR	Netherland - (NL)	Penford Corporation	98113023.0	07/13/1998	0898902	09/17/2003
3503.PENF	Granted - (G)	FRENCH FRY FORMULATIONS CONTAINING RICE FLOUR	EPC - (EP)	Penford Corporation	98113023.0	07/13/1998	898902	09/17/2003
3503.PENF	Granted - (G)	FRENCH FRY FORMULATIONS CONTAINING RICE FLOUR	Germany - (DE)	Penford Corporation	98113023.0	07/13/1998	69818179.4	09/17/2003

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Divided No.	Status	Title	Country	Current Penford Owner	Applic. No.	Applic. Date	Patent No.	Grant Date
3504.PENF	Granted - (G)	STARCH COPOLYMER PRODUCTS AND PROCESS	Mexico - (MX)	Penford Corporation	2000001575	08/13/1998	216170	09/03/2003
3504.PENF	Granted - (G)	STARCH COPOLYMER PRODUCTS AND PROCESS	United States - (US)	Penford Corporation	09/133625	08/13/1998	6,040,379	03/21/2000
3505.PENF	Granted - (G)	FRENCH FRY POTATO PRODUCTS WITH IMPROVED FUNCTIONALITY AND PROCESS FOR PREPARING	United States - (US)	Penford Corporation	09/108607	07/01/1998	6,080,434	06/27/2000
3505.PENF	Granted - (G)	FRENCH FRY PRODUCTS WITH IMPROVED FUNCTIONALITY	Canada - (CA)	Penford Corporation	2,335,880	07/01/1999	2,335,880	09/14/2004
3506.PENF	Granted - (G)	PROCESS MEATS CONTAINING A STARCH PRODUCT AND PROCESS OF ADDING THE STARCH PRODUCT TO MEAT	United States - (US)	Penford Corporation	09/309927	05/11/1999	6187366	02/13/2001
3507.PENF	Granted - (G)	PAPER COATING COMPOSITION COMPRISING GELLAN GUM/STARCH BLEND	United States - (US)	Penford Corporation	09/538426	03/29/2000	6,290,814	09/18/2001
3508.PENF	Granted - (G)	PROCESS FOR PREPARING STARCH COATED POTATO PRODUCTS	United States - (US)	Penford Corporation	10/060636	01/30/2002	6,800,311	10/05/2004
3510.PENF	Granted - (G)	FOOD AND FEED COMPOSITIONS INCLUDING RESISTANT STARCH	Canada - (CA)	Penford Corporation	2,513,437	01/06/2004	2,513,437	10/13/2009
3510.PENF	Granted - (G)	FOOD AND FEED COMPOSITIONS INCLUDING RESISTANT STARCH	United States - (US)	Penford Corporation	10/340935	01/13/2003	7,252,836	08/07/2007
3511.PENF	Granted - (G)	PET CHEW	United States - (US)	Penford Products Company	29/297828	11/19/2007	D586,976	02/24/2009
3512.PENF	Granted - (G)	HIGH AMYLOSE DOG CHEW FORMULATION	United States - (US)	Penford Food Corporation	11/881867	07/30/2007	7,722,911	05/25/2010

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Order No.	Status	Title	Country	Current Patent Owner	Application No.	Application Date	Patent No.	Grant Date
3514.PENF	Granted - (G)	STARCH-BIOGLUM COMPOSITION	United States - (US)	Penford Products Company	13/952282	07/26/2013	8,821,689	09/02/2014
3516.PENF	Filed - (F)	PERSONAL CARE PRODUCTS COMPRISING HIGHLY CATIONIC SUBSTITUTED STARCHES	United States - (US)	Penford Products Company	14/814,196	07/30/2015		
3516.PENF	Filed - (F)	PERSONAL CARE PRODUCTS COMPRISING HIGHLY CATIONIC SUBSTITUTED STARCHES	Patent Cooperation Treaty - (WO)	Penford Products Company	PCT/US15/43599	08/04/2015		
3518.PENF DESIGN	Granted - (G)	PACKAGE	United States - (US)	Penford Corporation	29/498642	08/06/2014	D744352	12/01/2015
3519.PENF	Granted - (G)	TAPIOCA STARCH CONTAINING FRENCH FRY FORMULATIONS	Canada - (CA)	Penford Products Company	2,228,411	01/30/1998	2,228,411	10/09/2001
3519.PENF	Granted - (G)	TAPIOCA STARCH CONTAINING FRENCH FRY FORMULATIONS AND METHOD OF MAKING	United States - (US)	Penford Products Company	08/791182	01/31/1997	5,750,168	05/12/1998
3520.PENF	Granted - (G)	FRENCH FRY PRODUCTS WITH IMPROVED FUNCTIONALITY	United States - (US)	Penford Corporation	09/557,842	04/26/2000	6,159,521	12/12/2000
3521.PENF	Granted - (G)	PRESSURE SENSITIVE ADHESIVES	United States - (US)	Penford Products Company	09/909,222	07/19/2001	6,593,414	07/15/2003

Trademarks

MarkName	Country	Current Reg No	Reg Date	Appl Date	Appl No	Current Owner
APOLLO	United States - (US)	1726844	10/27/1992	10/04/1991	74209530	Penford Products Company - (PENCO)
CAROCAT	United States - (US)	3072582	03/28/2006	10/26/2004	76617609	Penford Corporation - (PENCRP)
CARROT Design	United States - (US)	3469498	07/15/2008	01/19/2006	78794628	Penford Products Company - (PENCO)
COYOTE BRAND	United States - (US)	3315126	10/23/2007	09/12/2005	76646747	Penford Products Company - (PENCO)
CREATED BY NATURE... ADVANCED THROUGH SCIENCE	United States - (US)	3248323	05/29/2007	03/09/2005	78583522	Penford Corporation - (PENCRP)
CS & design	United States - (US)	4128213	04/17/2012	06/29/2011	85359372	Penford Corporation - (PENCRP)
DOUGLAS	United States - (US)	689319	12/08/1959	03/17/1959	72069757	Penford Products Company - (PENCO)

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Mark Name	Country	Current Reg No	Reg Date	App Date	App No.	Current Owner
DOUGLAS	United States - (US)	689681	12/15/1959	03/17/1959	72069756	Penford Products Company - (PENCO)
GUMPLATE COYOTE BRAND & design	United States - (US)	4559371	07/01/2014	10/24/2013	86100912	Penford Products Company - (PENCO)
INDIGENOUS	United States - (US)	4618139	10/07/2014	01/23/2013	85830612	Penford Products Company - (PENCO)
NATURE SCIENCE SOLUTIONS & design	Australia - (AU)	1062611	02/06/2006	06/29/2005	1062611	Penford Corporation - (PENCRP)
NATURE SCIENCE SOLUTIONS & design	Canada - (CA)	TMA718225	07/09/2008	06/27/2005	1262811	Penford Corporation - (PENCRP)
NATURE SCIENCE SOLUTIONS	United States - (US)	2911414	12/14/2004	08/14/2002	76440517	Penford Corporation - (PENCRP)
NATURE SCIENCE SOLUTIONS	Canada - (CA)	TMA611688	06/01/2004	02/05/2003	1166617	Penford Corporation - (PENCRP)
design	United States - (US)	2587277	07/02/2002	04/10/2000	76022207	Penford Corporation - (PENCRP)

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Mark Name	Country	Current Reg No	Reg Date	App Date	App No	Current Owner
P & design	United States - (US)	4440750	11/26/2013	12/06/2011	85488383	Penford Corporation - (PENCRP)
PEGETABLES	United States - (US)	3160874	10/17/2006	06/28/2005	78660201	Penford Products Company - (PENCO)
PENBIND	United States - (US)	2677293	01/21/2003	01/14/2002	76358037	Penford Corporation - (PENCRP)
PENBOND	United States - (US)	2950356	05/10/2005	12/17/2003	78341975	Penford Products Company - (PENCO)
PENCARE	United States - (US)			09/17/2014	86397413	Penford Products Company - (PENCO)
PENCAT	United States - (US)	1912896	08/22/1995	07/28/1994	74554616	Penford Products Company - (PENCO)
PENCLING	United States - (US)	1962396	03/12/1996	05/16/1994	74524623	Penford Corporation - (PENCRP)
PENCOOK	United States - (US)	2677294	01/21/2003	01/14/2002	76358038	Penford Corporation - (PENCRP)

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Mark Name	Country	Current Reg No	Reg Date	App Date	App No.	Current Owner
PEN-COTE	United States - (US)	687440	11/03/1959	03/24/1959	72070160	Penford Products Company - (PENCO)
PENCRISP	United States - (US)	2635139	10/15/2002	01/18/2002	76359840	Penford Corporation - (PENCRRP)
PENFIBE	United States - (US)	4136305	05/01/5012	10/01/2010	85143529	Penford Products Company - (PENCO)
PENFORD	Australia - (AU)	777315	07/07/1999	11/03/1998	777315	Penford Products Company - (PENCO)
PENFORD	Brazil - (BR)	821208519	02/17/2004	11/13/1998	821208519	Penford Products Company - (PENCO)
PENFORD	Chile - (CL)	538531	04/14/1999	09/25/1998	428136	Penford Products Company - (PENCO)
PENFORD	China P.R. - (CN)	1357504	01/28/2000	08/31/1998	99360	Penford Products Company - (PENCO)
PENFORD	Colombia - (CO)	219171	06/17/1999	06/05/1998	32155	Penford Products Company - (PENCO)

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Mark Name	Country	Current Reg No	Reg Date	App Date	App No	Current Owner
PENFORD	Japan - (JP)	4372689	03/31/2000	10/12/1998	1087958	Penford Products Company - (PENCO)
PENFORD	United States - (US)	726406	01/16/1962	12/10/1959	72087072	Penford Products Company - (PENCO)
PENFORD	United States - (US)	364245	01/24/1939	08/11/1938	71409487	Penford Products Company - (PENCO)
PENDEL	United States - (US)	2615374	09/03/2002	01/22/2002	76360886	Penford Corporation - (PENCRP)
PENNOVO	United States - (US)	4191911	08/14/2012	09/06/2011	85416004	Penford Products Company - (PENCO)
PENPLUS	United States - (US)	1671965	01/14/1992	02/28/1991	74143268	Penford Corporation - (PENCRP)
PENPLUS & design	United States - (US)	1670422	12/31/1991	02/28/1991	74143281	Penford Corporation - (PENCRP)
PENPURE	United States - (US)	4339994	05/21/2013	06/15/2012	85653153	Penford Products Company - (PENCO)

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Trademark	Country	Current Reg No	Reg Date	Appl Date	Appl No	Current Owner
PENTECH	United States - (US)	4621840	10/14/2014	02/25/2013	85859468	Penford Products Company - (PENCO)
PENTEXTURE	United States - (US)	3018708	11/22/2005	04/29/2004	78410215	Penford Corporation - (PENCRP)
TOPCAT	United States - (US)	2462712	06/19/2001	09/03/1999	75807491	Penford Products Company - (PENCO)

Domains

Domain Name	TLD
gumtech.org	org
gumtechnologies.com	com
gumtechnology.com	com
gumtechnology.net	net
gumtechnology.org	org
penfordproducts.com	com
carolinastarches.com	com
carolinastarches.net	net
ftinfiber.biz	biz
ftinfiber.co	co
ftinfiber.com	com
ftinfiber.info	info
ftinfiber.net	net
ftinfiber.org	org
ftinfiber.us	us
gumtech.com	com
indigenouset.net	net
indigenouset.biz	biz
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indigenouset.com	com
indigenouset-pet.com	com
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indigenouset-pet.net	net
indigenouset-pet.net	net
indigenouset-pet.org	org
indigenouset-pet.us	us
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penfordproducts.org	org
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penfordproductsco.com	com
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# Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER WHICH MERGES:


"PENFORD PRODUCTS CO., LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "INGREDION INCORPORATED" UNDER THE NAME OF "INGREDION INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2015, AT 8:41 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2016 AT 12:03 O`CLOCK A.M.



  
Jeffrey W. Bullock, Secretary of State

772056 8330  
SR# 20160518487

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 201762051  
Date: 02-01-16

**TRADEMARK**  
**REEL: 005748 FRAME: 0977**

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "PENFORD PRODUCTS CO." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "PENFORD PRODUCTS CO." TO "PENFORD PRODUCTS CO., LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF OCTOBER, A.D. 2015, AT 2:10 O'CLOCK P.M.



772056 8100V  
SR# 20150344303

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JWB", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 10166366  
Date: 10-01-15

TRADEMARK  
REEL: 005748 FRAME: 0978

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:10 PM 10/01/2015  
FILED 02:10 PM 10/01/2015  
SR 20150344303 - File Number 772056

STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
OF A CORPORATION INTO  
A LIMITED LIABILITY COMPANY PURSUANT TO  
SECTION 18-214 OF THE DELAWARE LIMITED LIABILITY COMPANY ACT

October 1, 2015

1. The jurisdiction where the Corporation first formed is Delaware.
2. The jurisdiction of the Corporation immediately prior to filing this Certificate is Delaware.
3. The date the Corporation first formed is May 10, 1971.
4. The name of the Corporation immediately prior to filing this Certificate is Penford Products Co.
5. The name of the Limited Liability Company as set forth in the Certificate of Formation is Penford Products Co., LLC.

\*\*\*\*\*

20150344303

STATE OF DELAWARE  
CERTIFICATE OF MERGER  
OF  
PENFORD CORPORATION  
(a Washington corporation)

INTO

PENFORD PRODUCTS CO.  
(a Delaware corporation)

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law (the "DGCL"), the undersigned corporation executed the following Certificate of Merger:

1. The name of each constituent corporation is Penford Products Co., a Delaware corporation and Penford Corporation, a Washington corporation.
2. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252 of the DGCL.
3. The name of the surviving corporation is Penford Products Co., a Delaware corporation.
4. The Certificate of Incorporation of the surviving corporation, as in effect immediately prior to the merger, shall be the Certificate of Incorporation of the surviving corporation.
5. The authorized stock and par value of the non-Delaware corporation is 1,000 shares of common stock of the par value of \$0.01 per share.
6. The merger is to become effective on October 1, 2015.
7. The Agreement and Plan of Merger is on file at 345 Inverness Drive South, Building B, Suite 200, Englewood, CO, 80112, an office of the surviving corporation.
8. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

\*\*\*\*\*



IN WITNESS WHEREOF, the surviving corporation has caused this certificate to be signed by an authorized officer, the 1<sup>st</sup> day of October, 2015.

PENFORD PRODUCTS CO.

By: 

Name: James P. Zalke

Title: President