

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756648

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	10/01/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AgSource Cooperative Services		09/28/2018	Cooperative Association: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AgSource Cooperative Services		
<b>Street Address:</b>	2418 Crossroads Drive		
<b>Internal Address:</b>	Suite 3400		
<b>City:</b>	Madison		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53718		
<b>Entity Type:</b>	Cooperative Association: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4921003	KETOMONITOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602860115		
<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>			
<b>Phone:</b>	8602862929		
<b>Email:</b>	TM-CT@cantorcolburn.com, nadkins@cantorcolburn.com		
<b>Correspondent Name:</b>	Thomas J. Mango		
<b>Address Line 1:</b>	20 Church Street		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	George A. Pelletier		
<b>SIGNATURE:</b>	/gapjr/		
<b>DATE SIGNED:</b>	09/21/2022		
<b>Total Attachments: 15</b>			
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# ARTICLES OF MERGER

OF

**AGSOURCE COOPERATIVE SERVICES**  
(a Wisconsin cooperative association organized under Chapter 185)

WITH AND INTO

**AGSOURCE COOPERATIVE SERVICES**  
(a Minnesota cooperative association organized under Chapter 308B)

September 28, 2018

Pursuant to the provisions of Section 185.62 of the Wisconsin Cooperative Association Act (the "WCAA"), AgSource Cooperative Services, a Wisconsin cooperative association organized and existing under Chapter 185 of Wisconsin Statutes ("AgSource") and AgSource Cooperative Services, a Minnesota cooperative association organized and existing under Chapter 308B of Minnesota Statutes ("AgSource Cooperative Services") hereby adopt the following Articles of Merger for the purpose of merging AgSource with and into AgSource Cooperative Services (the "Merger"), with AgSource Cooperative Services, the Minnesota 308B cooperative association, as the surviving association following the Merger:

1. Name and principal office of the merging associations: The name of the non-surviving association to the Merger is AgSource Cooperative Services, a Wisconsin Chapter 185 cooperative association, and its principal office is in Dane County, Wisconsin. The name of the surviving association to the Merger is AgSource Cooperative Services, a Minnesota 308B cooperative association, and its principal office is in Dane County, Wisconsin.
2. Plan of Merger: The Plan of Merger 4 dated effective as of September 20, 2018, by and between AgSource and AgSource Cooperative Services, is attached hereto as Exhibit A and made a part hereof (the "Plan of Merger 4"), as required by Section 185.62(1) of the WCAA.
3. Approval. The Plan of Merger 4 was approved by the board of directors and sole voting member of AgSource, and otherwise in the manner prescribed by and in accordance with Chapter 185 of Wisconsin Statutes, at a duly held meeting on September 18, 2018. The Plan of Merger 4 was approved by the board of directors and sole member of AgSource Cooperative Services, and otherwise in the manner prescribed by and in accordance with Chapter 308B of Minnesota Statutes, at a duly held meeting effective September 19, 2018.



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4. **Effective Date.** As provided in the Plan of Merger 4, the Merger contemplated herein and in the Plan of Merger 4 shall become effective at 11:59 p.m. central time on October 1, 2018, subject to the provisions for abandonment set forth in Section 10 of the Plan of Merger 4.
5. **Members.** The merging associations each have one sole voting member, and the sole voting member of AgSource and the sole voting member of AgSource Cooperative Services each voted in favor of the Plan of Merger 4, and no voting member voted against adoption of the Plan of Merger 4.
6. **Organized Without Capital Stock.** AgSource does not have capital stock. AgSource Cooperative Services does not have capital stock.
7. **No Seal.** AgSource does not have a corporate seal. AgSource Cooperative Services does not have a corporate seal.

This document was drafted by: Paula Kanne, Esq., Dorsey & Whitney LLP, 50 South 6th St #1500, Minneapolis, MN 55402. Phone: (612) 492-6927.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned principal officers of each of AgSource Cooperative Services, a cooperative association organized under Wisconsin Statutes Chapter 185 and AgSource Cooperative Services, a cooperative association organized under Minnesota Statutes Chapter 308B have caused these Articles of Merger to be executed as of the date first written above.

**AGSOURCE COOPERATIVE SERVICES, a Wisconsin Chapter 185 cooperative association**

\* By: [Signature]  
Name: Daniel Diederich  
Its: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**AGSOURCE COOPERATIVE SERVICES, a Minnesota Chapter 308B cooperative association**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

NO SEAL

[Signature Page to WI Articles of Merger - Merger 4]

IN WITNESS WHEREOF, the undersigned principal officers of each of AgSource Cooperative Services, a cooperative association organized under Wisconsin Statutes Chapter 185 and AgSource Cooperative Services, a cooperative association organized under Minnesota Statutes Chapter 308B have caused these Articles of Merger to be executed as of the date first written above.

**AGSOURCE COOPERATIVE SERVICES, a  
Wisconsin Chapter 185 cooperative association**

By: Matthew Gortman  
Name: Matthew Gortman  
Its: Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**AGSOURCE COOPERATIVE SERVICES, a  
Minnesota Chapter 308B cooperative association**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

NO SEAL

[Signature Page to WI Articles of Merger -- Merger 4]

IN WITNESS WHEREOF, the undersigned principal officers of each of AgSource Cooperative Services, a cooperative association organized under Wisconsin Statutes Chapter 185 and AgSource Cooperative Services, a cooperative association organized under Minnesota Statutes Chapter 308B have caused these Articles of Merger to be executed as of the date first written above.

**AGSOURCE COOPERATIVE SERVICES, a  
Wisconsin Chapter 185 cooperative association**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**AGSOURCE COOPERATIVE SERVICES, a  
Minnesota Chapter 308B cooperative association**

By: Patrick Baier

Name: Patrick Baier

Its: Chief Operating Officer

By: Julie Luotila

Name: Julie Luotila

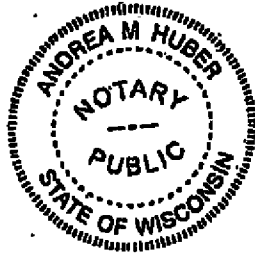
Its: Treasurer

NO SEAL

[Signature Page to WI Articles of Merger - Merger 4]

STATE OF Wisconsin )  
 )SS.  
COUNTY OF Brown )

On this 28<sup>th</sup> day of September, 2018, Daniel Niederich personally appeared before me, a Notary Public. He is known to me to be the person described in the foregoing Articles of Merger, and he acknowledged that he executed said Articles of Merger as his free act and deed, on behalf of AgSource Cooperative Services, a Wisconsin Chapter 185 cooperative association.



Andrea M. Huber  
Notary Public  
My commission expires:

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

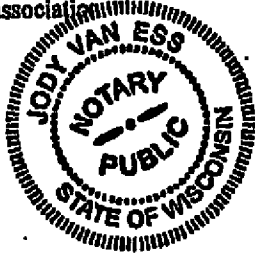
On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared before me, a Notary Public. He is known to me to be the person described in the foregoing Articles of Merger, and he acknowledged that he executed said Articles of Merger as his free act and deed, on behalf of AgSource Cooperative Services, a Wisconsin Chapter 185 cooperative association.

\_\_\_\_\_  
Notary Public  
My commission expires:



STATE OF Wisconsin )  
 )SS.  
COUNTY OF Sheboygan

On this 28 day of September, 2018, Matthew Gutman personally appeared before me, a Notary Public. He is known to me to be the person described in the foregoing Articles of Merger, and he acknowledged that he executed said Articles of Merger as his free act and deed, on behalf of AgSource Cooperative Services, a Wisconsin Chapter 185 cooperative association.



Jody Van Ess  
Notary Public  
My commission expires: May 9, 2022

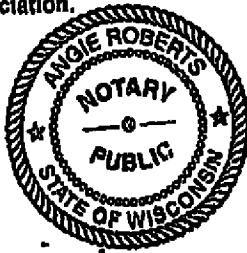
STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )


On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ personally appeared before me, a Notary Public. He is known to me to be the person described in the foregoing Articles of Merger, and he acknowledged that he executed said Articles of Merger as his free act and deed, on behalf of AgSource Cooperative Services, a Wisconsin Chapter 185 cooperative association.

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF Wisconsin )  
 )SS.  
COUNTY OF Dane )

On this 28 day of September, 2018, Julie Weathe personally appeared before me, a Notary Public. He is known to me to be the person described in the foregoing Articles of Merger, and he acknowledged that he executed said Articles of Merger as his free act and deed, on behalf of AgSource Cooperative Services, a Minnesota Chapter 308B cooperative association.



  
\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF Wisconsin )  
 )SS.  
COUNTY OF Dane )

On this 28 day of September, 2018, Patrick Baier personally appeared before me, a Notary Public. He is known to me to be the person described in the foregoing Articles of Merger, and he acknowledged that he executed said Articles of Merger as his free act and deed, on behalf of AgSource Cooperative Services, a Minnesota Chapter 308B cooperative association.



  
\_\_\_\_\_  
Notary Public  
My commission expires:

**EXHIBIT A**  
**PLAN OF MERGER 4**

**THIS PLAN OF MERGER 4** (the "Plan") is dated as of September 20, 2018, and is by and between **AGSOURCE COOPERATIVE SERVICES** ("AgSource") and **AGSOURCE COOPERATIVE SERVICES** ("AgSource Cooperative"), each of which may be referred to herein as a "Constituent Association" and both of which may be collectively referred to herein as the "Constituent Associations."

**WHEREAS**, AgSource is a nonstock cooperative association conducting business on a cooperative plan that is organized and existing under Chapter 185 of the laws of the State of Wisconsin (as amended, the "WI Act"), and whose sole voting class and patron class member is Cooperative Resources International, Inc. ("CRI"), a Wisconsin cooperative association; and

**WHEREAS**, AgSource Cooperative is a nonstock cooperative association conducting business on a cooperative plan that is organized and existing under Chapter 308B of the laws of the State of Minnesota (as amended, the "MN Act," and collectively with the WI Act, the "Acts"), and whose sole patron member is CRI; and

**WHEREAS**, the respective Boards of Directors of the Constituent Associations and CRI as sole voting member of AgSource and sole patron member of AgSource Cooperative have approved and adopted this Plan and the transactions contemplated hereby in the manner required by their respective Articles of Incorporation and Bylaws and the Acts.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements of the parties contained herein, the parties hereto agree as follows:

**Section 1. The Merger.** The names of the Constituent Associations are AgSource Cooperative Services ("AgSource") and AgSource Cooperative Services ("AgSource Cooperative"). The name of the surviving association is AgSource Cooperative Services, a Minnesota cooperative association organized and existing under Minnesota Statutes Chapter 308B. On the Effective Time (as defined in Section 9), AgSource and AgSource Cooperative shall merge (the "Merger") in accordance with the applicable provisions of the Acts; and AgSource Cooperative, whose name shall remain "AgSource Cooperative Services" and whose Articles of Incorporation and Bylaws each shall remain unchanged as further provided herein, shall be the surviving association under the Acts, and shall exist by virtue of, and shall be governed by, the MN Act.

**Section 2. Articles of Merger.** On or before the Effective Time, AgSource and AgSource Cooperative shall execute articles of merger (the "Articles of Merger") setting forth the information required by and otherwise in compliance with the Acts. The Articles of Merger shall be filed with the Department of Financial Institutions of the State of Wisconsin and the Minnesota Secretary of State, and as otherwise required by the Acts, and shall provide that the Merger shall become effective on the Effective Time, subject to the provisions for abandonment set forth in Section 10 herein.

**Section 3. Effect of Merger.** From and after the Effective Time, without any further action by the Constituent Associations or their respective members: (a) AgSource Cooperative, as

the surviving association in the Merger, shall have all of the rights, privileges, immunities and powers, and shall be subject to all the duties and liabilities, of a cooperative association organized under the Acts; (b) AgSource Cooperative, as the surviving association in the Merger, shall possess all of the rights, privileges, immunities and franchises, of a public as well as a private nature, of each Constituent Association, and all property, real, personal and mixed, and all debts due on whatever account, including all choses in action, and each and every other interest of or belonging to or due to each Constituent Association, shall be deemed to be and hereby is vested in AgSource Cooperative, without further act or deed, and the title to any property, or any interest therein, vested in either Constituent Association, shall not revert or be in any way impaired by reason of the Merger; (c) AgSource Cooperative, as the surviving association, shall be responsible and liable for all of the liabilities and obligations of each Constituent Association, and any claim existing or action or proceeding pending by or against one of the Constituent Associations may be prosecuted as if the Merger had not taken place, with AgSource Cooperative taking each Constituent Association's place (d) neither the rights of creditors nor any liens upon the property of any of the Constituent Associations or the Constituent Associations' subsidiaries shall be impaired by the Merger; and (e) the Merger shall have any such other effect set forth in the Acts; all with the effect and to the extent provided in the applicable provisions of the Acts.

**Section 4. Articles of Incorporation; Bylaws.** From and after the Effective Time, pursuant to the Articles of Merger and without any further action by the Constituent Associations or their respective members, (a) the name of the surviving association in the Merger shall be "AgSource Cooperative Services" and (b) the Articles of Incorporation of AgSource Cooperative ("AgSource Cooperative Articles") and the Bylaws of AgSource Cooperative Services ("AgSource Cooperative Bylaws"), as the surviving association in the Merger, each shall continue and remain unchanged as a result of the Merger.

**Section 5. Board of Directors and Officers.** From and after the Effective Time, without any further action by the Constituent Associations or their respective members, if and as applicable, each member of the Board of Directors and each officer of AgSource Cooperative shall continue and be a director on the Board of Directors of AgSource Cooperative, as the surviving association in the Merger, or an officer of AgSource Cooperative, as the case may be, to serve in accordance with the Articles of Incorporation and Bylaws of AgSource Cooperative.

**Section 6. [Reserved].**

**Section 7. Exchange of Equity Interests.** At the Effective Time, without any further action by the Constituent Associations or any of their respective members, the manner and basis of exchanging and continuing all equity interests standing on the books of AgSource and AgSource Cooperative, respectively, immediately prior to the Effective Time, including the non-stock equity interests, patronage membership interests, patronage equity interests (including all entitlements to patronage refunds), any other allocated or unallocated equity interests, any residual equity interest, and unallocated reserves including capital reserves of AgSource and AgSource Cooperative (all such interests referred to herein as "AgSource Equity Interests" or "AgSource Cooperative Equity Interests," respectively), and the membership interests in AgSource and AgSource Cooperative, for equal equity interests and membership interests in AgSource Cooperative, as the surviving association in the Merger, shall be as follows:

(a) **CRI as Sole Patron Member of AgSource Cooperative; Cancellation of AgSource Voting Class and Patron Class Membership Interests.** As of the Effective Time, without any further action by the Constituent Associations or any of their respective members, CRI shall continue as and be the sole Patron Member of AgSource Cooperative, and shall continue to hold 100% of the patron membership interests in AgSource Cooperative, with such incidents of membership as are set forth in the AgSource Cooperative Articles and the AgSource Cooperative Bylaws, as the surviving association in the Merger, and the sole Voting Member and sole Patron Member class membership interests in AgSource held by CRI shall be cancelled.

(b) **Exchange of AgSource Equity Interests for AgSource Cooperative Equity Interests.** As of the Effective Time, without any further action by the Constituent Associations or any of their respective members, all AgSource Equity Interests standing on the books of AgSource immediately prior to the Effective Time shall be determined and exchanged for 100% of the AgSource Cooperative Equity Interests in AgSource Cooperative, at its stated dollar amount on a dollar-for-dollar basis, such that, immediately following the Effective Time, CRI shall be the holder of 100% of the patron membership interests of AgSource Cooperative, including 100% of all AgSource Cooperative Equity Interests in AgSource Cooperative, and shall be the sole Patron Member of AgSource Cooperative.

(c) **AgSource Cooperative Articles and AgSource Cooperative Bylaws to Govern AgSource Cooperative Equity Interests.** The patron membership interest in AgSource Cooperative, as the surviving association in the Merger, and all equity interests issued or credited in exchange for Equity Interests of each Constituent Association as described above, shall in all instances be governed by and subject to the provisions of the AgSource Cooperative Articles and the AgSource Cooperative Bylaws.

(d) **Further Assurances of Holders of Equity.** CRI as the holder of 100% of the AgSource equity interests shall take such action or cause to be taken such action as AgSource Cooperative may reasonably deem necessary or appropriate to effect the exchange and continuation of the equity interests hereunder, including without limitation the execution and delivery of any certificates or other evidences of equity being exchanged or continued hereunder.

**Section 9. Further Assurances.** From time to time and after the Effective Time, as and when requested by AgSource Cooperative, or its successors or assigns, the Constituent Associations shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further action or actions, as AgSource Cooperative, or its successors or assigns, may deem necessary or desirable in order to vest in and confirm to AgSource Cooperative, or its successors or assigns, title to and possession of all of the properties, rights, privileges, powers and franchises referred to in Section 3 of this Plan, and otherwise to carry out the intent and purposes of this Plan. If AgSource Cooperative shall at any

time deem that any further assignments or assurances or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of AgSource Cooperative vested in AgSource Cooperative, as the surviving association in the Merger, pursuant to this Plan, the officers of AgSource Cooperative or its successors or assigns, are hereby specifically authorized as attorneys-in-fact of each AgSource Cooperative and AgSource (which appointment is irrevocable and coupled with an interest), to execute and deliver and all such deeds, assignments and assurances and to do all such other acts in the name and on behalf of each of the Constituent Associations; or otherwise, as such officer shall deem necessary or appropriate to accomplish such purpose.

**Section 9. Effective Date.** The Merger shall become effective at 11:59 p.m. central time on October 1, 2018 (the "Effective Time"), subject to the provisions for abandonment set forth in Section 10 herein.

**Section 10. Abandonment Provisions.**

(a) **Certificate of Abandonment.** If, after approving this Plan but before the merger Effective Time, the Constituent Associations decide to abandon the Plan, then this Plan and the transactions provided for herein may be abandoned by filing a certificate of abandonment stating that the Merger is abandoned and the date of abandonment with the Department of Financial Institutions of the State of Wisconsin, and/or as otherwise required by the Acts, which certificate shall be signed by 2 principal officers of each Constituent Association. The certificate of abandonment must be filed and recorded as and if required by the Acts prior to the Effective Time. The Merger may not be abandoned in any other manner and may not be abandoned on or after the Effective Time.

(b) **Extension of Term.** In the event the Merger does not become effective at the Effective Time, the term of the directors of each Constituent Association shall be extended one (1) year, and the term of the electors and delegates representing the AgSource Class Members of AgSource under the CRI Articles and Bylaws shall be extended one (1) year.

**Section 11. Governing Law; Counterparts.** This Plan shall be governed by and construed in accordance with the laws of the State of Minnesota. This Plan may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Plan has been agreed to and executed by the duly authorized representatives of AgSource Cooperative and AgSource, as of the date first set forth above.

AGSOURCE COOPERATIVE SERVICES

AGSOURCE COOPERATIVE SERVICES

By: David E. Melby  
Its: Treasurer

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Plan of Merger 4]

IN WITNESS WHEREOF, this Plan has been agreed to and executed by the duly authorized representatives of AgSource Cooperative and AgSource, as of the date first set forth above.

AGSOURCE COOPERATIVE SERVICES

AGSOURCE COOPERATIVE SERVICES

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Julie Luettke  
Its: Treasurer

[Signature Page to Plan of Merger 4]





For Office



**State of Wisconsin**  
**Department of Financial Institutions**

**Endorsement**

**Articles of Merger Cooperative - Ch. 185**  
**AGSOURCE COOPERATIVE SERVICES**

**Received Date: 10/1/2018**

**Filed Date: 10/1/2018**

**Filing Fee: \$30.00**

**Expedited Fee: \$500.00**

**Total Fee: \$530.00**

**Entity ID#: 3A05585**

**Filing #4**

**Articles of Merger, merging AGSOURCE COOPERATIVE SERVICES (a WI domestic Co-op)(Chap 185)  
(Non-Survivor) into an unlicensed foreign cooperative (Survivor)**

**Effective Date: October 1, 2018**

**Dane County**