

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383423

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	01/01/2016

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marel Meat Processing, Inc.		01/01/2016	Corporation: IOWA

## RECEIVING PARTY DATA

<b>Name:</b>	Marel, Inc.
<b>Street Address:</b>	8145 Flint Street
<b>City:</b>	Lenexa
<b>State/Country:</b>	KANSAS
<b>Postal Code:</b>	66214
<b>Entity Type:</b>	Corporation: KANSAS

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3224885	AUTOTRIMMER
Registration Number:	3235232	COOK-IN-PACK
Registration Number:	2432822	FLEXLINKER
Registration Number:	0805090	FRANK-A-MATIC
Registration Number:	2341065	NO LOAD BLADE
Registration Number:	2880433	QX
Registration Number:	2802331	SMARTLINKER
Registration Number:	0810995	TECO
Registration Number:	1723276	TECO
Registration Number:	0934906	TOWNSEND

## CORRESPONDENCE DATA

Fax Number: 7705326822

*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: 770-532-6312

Email: jev@homlaw.com

Correspondent Name: Jason E. Voyles

Address Line 1: P.O. Box 1457

Address Line 4: Gainesville, GEORGIA 30503

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Jason E. Voyles
<b>SIGNATURE:</b>	/Jason E. Voyles/
<b>DATE SIGNED:</b>	05/06/2016
<b>Total Attachments: 14</b> source=Marel Trademark Assignment#page1.tif source=Marel Trademark Assignment#page2.tif source=Marel Trademark Assignment#page3.tif source=Marel Trademark Assignment#page4.tif source=Marel Trademark Assignment#page5.tif source=Marel Trademark Assignment#page6.tif source=Marel Trademark Assignment#page7.tif source=Marel Trademark Assignment#page8.tif source=Marel Trademark Assignment#page9.tif source=Marel Trademark Assignment#page10.tif source=Marel Trademark Assignment#page11.tif source=Marel Trademark Assignment#page12.tif source=Marel Trademark Assignment#page13.tif source=Marel Trademark Assignment#page14.tif	

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (hereinafter "Assignment") is entered into effective the 1<sup>st</sup> day of January, 2016 by and between **Marel Meat Processing, Inc.** (hereinafter "Assignor") and **Marel, Inc.** (hereinafter "Assignee").

**WHEREAS**, Assignor is the owner of all rights, title, and interest in certain trademarks listed on Exhibit "A" to this Assignment (hereinafter collectively the "Marks"), which is incorporated herein and made a part hereof and all of the goodwill associated with the Marks; and

**WHEREAS**, Assignor, an Iowa corporation, has merged with and into Assignee, a Kansas corporation as of the effective date of this Assignment wherein Assignee is the surviving corporation pursuant to the terms and conditions of that certain Plan of Merger, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter the "Plan of Merger"); and

**WHEREAS**, due to the merger of Assignor with and into Assignee, Assignee is now the owner of all rights, title, and interest in the Marks and all goodwill associated with the Marks;


**NOW THEREFORE**, for the consideration recited in the Plan of Merger and other good and valuable consideration, Assignor hereby assigns, transfers, grants and delivers, exclusively unto Assignee all rights, title, and interest to the Marks and all goodwill associated with the Marks, together with all right and privileges appurtenant thereto, and together with all claims arising out of any past, present, or future infringement thereof.

**(Signatures appear on the following page.)**


(Signature page for Assignment of Trademarks.)

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks.

**ASSIGNOR:**  
**Marel Stork Poultry Processing, Inc.**

By:   
Einar Einarsson, Executive Vice President

**ASSIGNEE:**  
**Marel, Inc.**

By:   
Einar Einarsson, President

JEV: 4635/W182467

**EXHIBIT "A"**  
**TO ASSIGNMENT OF TRADEMARKS**

<b>Mark</b>	<b>Federal Registration Number</b>
Autotrimmer	3,224,885
Cook-in-Pack	3,235,232
Flexlinker	2,432,822
Frank-a-matic	805,090
No Load Blade & design	2,341,065
QX	2,880,433
Smartlinker	2,802,331
Teco	810,995
Teco	1,723,276
Townsend	934,906

**ARTICLES OF MERGER OF MAREL STORK POULTRY PROCESSING, INC. (A DELAWARE CORPORATION) AND MAREL MEAT PROCESSING, INC. (AN IOWA CORPORATION) WITH AND INTO MAREL, INC. (A KANSAS CORPORATION)**

**ARTICLE I**

This Agreement and Plan of Merger attached hereto as Exhibit "A" and incorporated herein by reference was duly approved by the Shareholders and Board of Directors of Marel Stork Poultry Processing, Inc. ("Marel Stork"), a Delaware Corporation, the Shareholders and Board of Directors of Marel Meat Processing, Inc. ("MMP"), an Iowa Corporation, and the Shareholders and Board of Directors of Marel, Inc., a Kansas Corporation.

**ARTICLE II**

The name of the surviving corporation is Marel, Inc., a Kansas Corporation.

**ARTICLE III**


Pursuant to the Agreement and Plan of Merger, the merger of Marel Stork, MMP, and Marel, Inc. shall be effective as of January 1, 2016.

**ARTICLE IV**

The Agreement and Plan of Merger and these Articles have been duly authorized under the laws of the State of Delaware, the State of Iowa, and the State of Kansas.


**IN WITNESS WHEREOF**, Marel Stork, MMP, and Marel, Inc. have caused the Articles to be executed and attested this 14 day of December, 2015 in two or more originals, all by the respective duly authorized officers of the Corporations.

**Marel Stork Poultry Processing, Inc. (Marel Stork)**

By:   
Einar Einarsson, Executive Vice President

Attest: \_\_\_\_\_  
Michael Sales, Vice President, Finance

**Marel Meat Processing, Inc. (MMP)**

By:   
Einar Einarsson, Vice President

**ARTICLES OF MERGER OF MAREL STORK POULTRY PROCESSING, INC. (A DELAWARE CORPORATION) AND MAREL MEAT PROCESSING, INC. (AN IOWA CORPORATION) WITH AND INTO MAREL, INC. (A KANSAS CORPORATION)**

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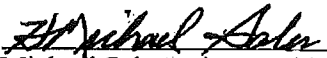
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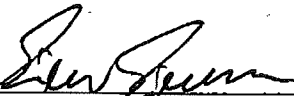
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By:   
Einar Einarsson, Executive Vice President

Attest:   
Michael Sales, Vice President, Finance

**Marel Meat Processing, Inc. (MMP)**

By:   
Einar Einarsson, Vice President

Attest: Bob Damstetter  
Bob Damstetter, Vice President

**Marel, Inc.**

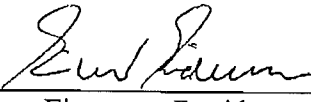
By: \_\_\_\_\_  
Einar Einarsson, President

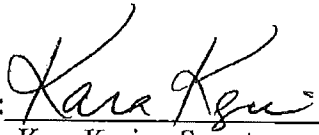
Attest: \_\_\_\_\_  
Kara Kezios, Secretary



Attest: \_\_\_\_\_  
Bob Damstetter, Vice President

**Marel, Inc.**

By:   
Einar Einarsson, President

Attest:   
Kara Kezios, Secretary

**AGREEMENT AND PLAN OF MERGER OF MAREL STORK POULTRY  
PROCESSING, INC. (A DELAWARE CORPORATION) AND MAREL MEAT  
PROCESSING, INC. (AN IOWA CORPORATION) WITH AND INTO MAREL, INC. (A  
KANSAS CORPORATION)**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 14<sup>th</sup> day of December, 2015, by and between Marel Stork Poultry Processing, Inc., a Delaware Corporation ("Marel Stork"), Marel Meat Processing Inc., an Iowa Corporation ("MMP") and Marel, Inc., a Kansas Corporation, Marel Stork, MMP and Marel, Inc. being hereinafter sometimes collectively referred to as the "Constituent Corporations".

**WITNESSETH**

**WHEREAS**, Marel Stork is a Corporation organized under the laws of the State of Delaware, with its principal offices located at 1024 Airport Parkway, Gainesville, GA 30501; and

**WHEREAS**, Marel Stork has 10,000 authorized shares, of which 4,750 are issued shares, \$1.00 nominal or par value ("Marel Stork Common Stock"), and zero shares are held in treasury; and

**WHEREAS**, MMP is a Corporation organized under the laws of the State of Iowa with its principal offices located at 2425 Hubbell Avenue, Des Moines, Iowa 50317; and

**WHEREAS**, MMP has 100,000 authorized shares, of which 1,001 are issued shares, \$1.00 par value ("MMP Common Stock"), and zero shares are held in treasury; and

**WHEREAS**, Marel, Inc. is a corporation organized under the laws of the State of Kansas with its principal offices located at 8145 Flint Street, Lenexa, KS 66214; and

**WHEREAS**, Marel, Inc. has 100 authorized shares, of which 100 are issued shares, \$0.10 par value, and zero shares are held in treasury; and

**WHEREAS**, the laws of the State of Delaware, the State of Iowa and the State of Kansas permit a merger of the Constituent Corporations; and

**WHEREAS**, the Board of Directors of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations and their respective shareholders that Marel Stork and MMP be merged with and into Marel, Inc. on the terms and conditions hereinafter set forth, and by resolution have adopted the same under the conditions of this Agreement; and directed that the proposed merger be submitted to the shareholders of Marel Stork, MMP and Marel, Inc. and recommended to such shareholders approval of the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, for and in consideration of the mutual premises and mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Delaware Code, the

**EXHIBIT A**

**TRADEMARK  
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Iowa Code, and the Kansas Code that Marel Stork and MMP shall be and hereby are, at the Effective Date (as hereinafter defined), merged into and with Marel, Inc. (subsequent to said merger, being hereinafter sometimes referred to as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name Marel, Inc., and the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, the manner of converting shares are and shall be as follows:

**Section 1. Merger.**

1.1. On January 1, 2016 (the "Effective Date"), Marel Stork and MMP shall be merged with and into Marel, Inc. and Marel, Inc. shall continue in existence and the merger shall in all respects have the effect provided for in Title 8, Chapter 1, Section 259 of the Delaware Code; Chapter 490, Section 490.1107 of the Iowa Code; and Section Chapter 17, Section 17-6709 of the Kansas Code.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of Marel Stork and MMP shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations and any proceeding pending against any Constituent Corporations may be continued as if the merger did not occur or the Surviving Corporation may be substituted in place of Marel Stork and/or MMP.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take such actions as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other action are necessary, appropriate, or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of Marel Stork and MMP, the last acting officers of Marel Stork and MMP, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all actions necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise carry out the purposes of this Agreement.

**Section 2. Terms of Transaction.**

**2.1. Upon the Effective Date:**

(a) All shares of Marel Stork and MMP common stock issued and outstanding immediately prior to the Effective Date (other than dissenting shares, as defined in Section 2.3 hereof) shall, by virtue of the merger and without any action on the part of the holder thereof, thereupon be converted into one share of the Surviving Corporation, subject to the provisions of Section 2.2 below, the shares of common stock of the Surviving Corporation required for such purposes being drawn from authorized but unissued shares of the Surviving Corporation. (There are no authorized but unissued shares according to the opening statements.)

(b) Each share of Marel Stork Common Stock held in the treasury of Marel Stork immediately prior to the Effective Date of the merger and each share of MMP Common Stock held in the treasury of MMP immediately prior to the Effective Date shall by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired and cease to exist without any conversion thereof.

(c) Each share of Marel, Inc. common stock outstanding and owned of record by a shareholder immediately prior to the Effective Date shall continue to represent one issued share of common stock of the Surviving Corporation.

2.2. After the Effective Date, the sole Shareholder, holding an outstanding certificate which immediately prior thereto represented shares of Marel Stork Common Stock (other than holders of dissenting shares) will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of Surviving Corporation into which the aggregate number of shares of Marel Stork Common Stock shall have been converted pursuant to Section 2.1 of this Agreement. After the Effective Date, the sole Shareholder, holding an outstanding certificate which immediately prior thereto represented shares of MMP Common Stock (other than holders of dissenting shares) will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the number of shares of Surviving Corporation into which the aggregate number of shares of MMP Common Stock shall have been converted pursuant to Section 2.1 of this Agreement.

2.3. Notwithstanding any provision of this Agreement to the contrary, the shares of Marel Stork Common Stock which are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have timely filed with Marel Stork Common Stock a written objection to the merger ("Dissenting Shares") shall not be converted into or represent a right to receive an equal number of Shares of Surviving Corporation, pursuant to Section 2.1 hereof, but the holder thereof shall be entitled only to such rights as are granted by applicable provisions of the Kansas Code dealing with dissenting shareholder rights. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to said code shall receive payment thereof from the Surviving Corporation in accordance with the code. If such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his right to appraisal and payment for his shares under the foregoing code, each such share shall be converted into and represent the right to receive a single share of the Surviving Corporation, upon surrendering of the certificate representing such share to the Surviving Corporation.

Notwithstanding any provision of this Agreement to the contrary, the shares of MMP Common Stock which are issued and outstanding immediately prior to the Effective Date and which are held by shareholders who have timely filed with MMP Common Stock a written objection to the merger ("Dissenting Shares") shall not be converted into or represent a right to receive an equal number of Shares of Surviving Corporation, pursuant to Section 2.1 hereof, but the holder thereof shall be entitled only to such rights as are granted by applicable provisions of the Kansas Code dealing with dissenting shareholder rights. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to said code shall receive payment thereof from the Surviving Corporation in accordance with the code. If such holder shall have failed to perfect, or shall have effectively withdrawn or lost, his right to appraisal and payment for his shares under the foregoing code, each such share shall be converted into and represent the right to receive a

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single share of the Surviving Corporation, upon surrendering of the certificate representing such share to the Surviving Corporation.

**Section 3. Directors and Officers.**

The persons who are directors and officers of Marel, Inc. immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the By-Laws of the Surviving Corporation.

**Section 4. Articles of Incorporation and By-Laws.**

4.1. From the Effective Date, the Articles of Incorporation of Marel, Inc., as in effect of such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended, or repealed as therein provided or as provided by law.

4.2. From and after the Effective Date, the By-Laws of Marel, Inc., in effect at such date, shall be the By-Laws of the Surviving Corporation and shall continue in effect until the same have been altered, amended, or repealed as therein provided or as provided by law.

**Section 5. Shareholder Approval, Effectiveness of Merger.**

This Agreement shall be submitted for approval to the Shareholders of Marel Stork, MMP, and Marel, Inc. as provided by the applicable provisions of the Delaware Code, the Iowa Code, and the Kansas Code, respectively. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall be executed, and this Agreement, and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the States of Delaware, Iowa, and Kansas as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered, and directed to do any all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or to put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective on the date on which the Articles of Merger incorporating this Agreement are filed by the Secretary of State of Iowa (said date is herein referred to as the "Effective Date").

**Section 6. Termination.**

At any time prior to the filing of the Articles or Certificate of Merger by the Secretary of State of Kansas, the Board of Directors of Marel Stork, MMP, or Marel, Inc. may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either corporation or earlier approval by the Board of Directors of such corporations.

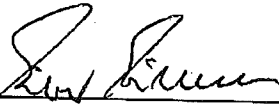
**Section 7. Miscellaneous.**

7.1. This Agreement may be executed in counter parts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one in the same agreement.

7.2. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia, Kansas and Iowa.

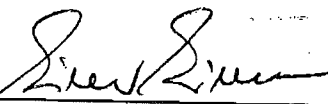
**IN WITNESS WHEREOF**, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by the respective duly authorized officers, as of the date hereinabove first written.

**Marel Stork Poultry Processing, Inc. (Marel Stork)**

By:   
Einar Einarsson, Executive Vice President

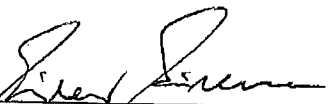
Attest: \_\_\_\_\_  
Michael Sales, Vice President, Finance

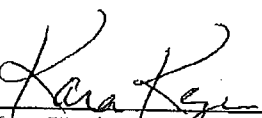
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Attest: \_\_\_\_\_  
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**Marel, Inc.**

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Einar Einarsson, President

Attest:   
Kara Kezios, Secretary

JEV: 4635/W175543

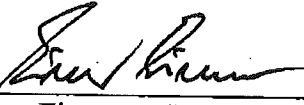
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