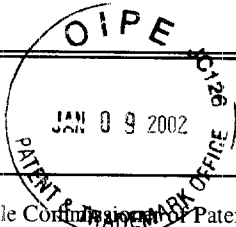


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Felknor International, Inc. d/b/a Wabash Valley Farms</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation <u>Tennessee</u>  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached?  <input type="checkbox"/> Yes                      <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:  <input type="checkbox"/> Assignment                      <input checked="" type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p>2. Name and address of receiving party(ies): Felknor International, Inc. d/b/a Wabash Valley Farms</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation <u>Indiana</u>  <input type="checkbox"/> Other _____</p> <p>Street Address: <u>Route 1, P.O. Box 715</u>  <u>6328 North 150 East</u></p> <p>City: <u>Monon</u>      State: <u>Indiana</u>      ZIP: <u>47959</u></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or Registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p>2,400,795 2,314,129 2,339,385 2,318,641 2,018,176 1,466,365 1,996,314</p>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Andrea W. Gregory, Esq.</u></p> <p>Internal Address: <u>Bose McKinney &amp; Evans</u></p> <p>Street Address: <u>135 North Pennsylvania Street</u>  <u>Suite 2700</u>  <u>Indianapolis, Indiana 46204</u></p> <p>Telephone: <u>(317) 684-5000</u></p>	<p>6. Total number of applications and trademarks involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41):.....\$190.00</p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>02-3223</u>. Commissioner hereby authorized to charge any defect in fees or credit any overpayment to said deposit account.  (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Andrea W. Gregory                      Andrea W. Gregory                      10/19/01  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 11

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01/15/2002 6TOM11 00000195 2400795

01 FC:481                      40.00 OP  
02 FC:482                      150.00 OP

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REEL: 002424 FRAME: 0874

1996101377

**ARTICLES OF MERGER**  
**OF**  
**FELKNOR INTERNATIONAL, INC.**  
(hereinafter the "Merging Corporation")  
**INTO**  
**FELKNOR INTERNATIONAL, INC.**  
(hereinafter the "Surviving Corporation")

APPROVED  
AND  
FILED  
SECRETARY OF STATE

1996101377

In accordance with the requirements of the Indiana Business Corporation Law (the "Act"), the undersigned corporations desiring to effect a merger, set forth the following facts:

PRELIMINARY APPROVAL

**ARTICLE I**  
**SURVIVING CORPORATION**

**SECTION 1:** The name of the corporation surviving the merger is **FELKNOR INTERNATIONAL, INC.**

**SECTION 2:** The surviving corporation is a domestic corporation existing pursuant to the provisions of the Act incorporated on October 23, 1996.

**ARTICLE II**  
**MERGING CORPORATION**

**SECTION 1:** The name of the merging corporation is **FELKNOR INTERNATIONAL, INC.**, and shall cease to exist as a result of the merger.

**SECTION 2:** The merging corporation is a Tennessee corporation incorporated on November 21, 1986.

**ARTICLE III**  
**PLAN OF MERGER**

The Agreement and Plan of Merger, containing such information as required by Indiana Code § 23-1-40-1(b), is set forth in "Exhibit A," attached hereto and made a part hereof.

**ARTICLE IV**  
**MANNER OF ADOPTION AND VOTE**

**SECTION 1: Manner of Adoption by Merging Corporation.** The unanimous Written Consent of the Board of Directors authorizing the merger was executed on October 23, 1996, and the unanimous Written Consent of the Shareholders approving the merger was executed on October 23, 1996.

RECEIVED  
OCT 23 1996  
SUE ANNE GILROY  
IND. SECRETARY OF STATE  
1996 OCT -8 AM 11:34  
RECEIVED  
OCT 23 1996  
SUE ANNE GILROY  
IND. SECRETARY OF STATE

**SECTION 2: Manner of Adoption by Surviving Corporation.** The unanimous Written Consent of the Board of Directors authorizing the merger was executed on October 23, 1996, and the unanimous Written Consent of the Shareholders approving the merger was executed on October 23, 1996.

**ARTICLE V  
EFFECTIVE DATE**

The effective date of this merger shall be at the close of business on October 31, 1996.

The undersigned, being the Chairman of the Board of the Surviving Corporation, executes these Articles of Merger this 25 day of October, 1996.

FELKNOR INTERNATIONAL, INC.,  
an Indiana corporation

By: Michael L. Williams  
Michael L. Williams, Chairman of the Board

PRELIMINARY APPROVAL

AGREEMENT AND PLAN OF MERGER

*See Anne [unclear]*  
IND. SECRETARY

This Agreement and Plan of Merger ("Agreement") is made and entered into on October 23, 1996, by and between FELKNOR INTERNATIONAL, INC., a Tennessee corporation ("Merging Corporation"), and FELKNOR INTERNATIONAL, INC., an Indiana corporation ("Surviving Corporation").

WHEREAS the following is true:

A. Merging Corporation and Surviving Corporation desire to effect a merger for the reason that Merging Corporation primarily conducts its business in Indiana and accordingly wishes to change its state of incorporation from Tennessee to Indiana.

B. Merging Corporation is a Tennessee corporation authorized to issue 1000 shares of common stock with no par value. Merging Corporation currently has 800 such shares issued and outstanding.

C. Surviving Corporation is an Indiana corporation authorized to issue 10,000 shares of common stock with no par value. Surviving Corporation has 8,000 such shares issued and outstanding.

D. The result of the merger will be that, commencing as of the Effective Date (as defined below): (i) Merging Corporation is to be merged into Surviving Corporation and (ii) all of the common stock of Merging Corporation shall be surrendered and canceled and the holder of the shares of common stock of the Surviving Corporation shall own 8,000 shares of common stock in the Surviving Corporation.

E. This Agreement is intended to constitute a tax-free reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set further herein, the parties hereto agree as follows:

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CORPORATIONS DIV.  
56 OCT - 8 AM 11:34  
SUE MAE GILROY

## ARTICLE I

### DEFINITIONS

Section 1.1. Time and Place of Closing. The closing of this Agreement and all deliveries hereunder shall take place at the offices of the Surviving Corporation in Monticello, Indiana on or before October ~~21~~, 1996 ("Closing"); provided, however, that the date and place fixed for the Closing may be changed from time to time by mutual agreement between the parties.

Section 1.2. Effective Date of Merger. The effective date of the merger, as that phrase is used in this Agreement, shall mean the close of business on October 31, 1996 ("Effective Date").

## ARTICLE II

### CONDITIONS

At the Closing, Merging Corporation and Surviving Corporation shall be obligated to consummate the merger in accordance with Article III hereof, provided the following conditions are satisfied:

A. No litigation is pending which has been brought for the purpose of enjoining this merger, and Surviving Corporation is not engaged in or threatened by litigation or proceedings which might result in any change in the business or properties of Surviving Corporation or in an interference with the transaction of its business, which change or interference would be substantially adverse, taking into account its entire business and properties.

B. No fire or other casualty has occurred on any properties of Surviving Corporation or Merging Corporation which substantially and adversely affects the conduct of the entire business of Surviving Corporation or Merging Corporation as presently being conducted.

C. The holders of the common stock of Merging Corporation and Surviving Corporation shall have approved this Agreement at duly called meetings, or by written consents in lieu of a meeting.

## ARTICLE III

### Consummation of Merger

At the Closing, the proper officers of Surviving Corporation and Merging Corporation shall execute on behalf of the corporations, Articles of Merger as required by the Secretary of State of Indiana and the Secretary of State of Tennessee in order to effectuate the merger herein contemplated; and the proper officers of Merging Corporation shall execute and deliver to Surviving Corporation such specific assignments and other documents for the transfer of assets as counsel for Surviving Corporation shall reasonably request. No later than the Effective Date, Surviving Corporation and Merging Corporation shall cause the Articles of Merger to be filed with the Secretary of State of Indiana and the Secretary of State of Tennessee.

## ARTICLE IV

### Effect of Merger upon the Surviving and Merging Corporations

Section 4.1. Surviving Corporation Entity. Upon the Effective Date, Merging Corporation shall merge into and become a part of Surviving Corporation, which shall survive the merger and the separate existence of Merging Corporation shall thereupon cease.

Section 4.2. Attributes and Property of Surviving Corporation. Upon and after the Effective Date, Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises, of a public, as well as a private nature, of each of the parties hereto; and all property (including, but not limited to, real, personal and mixed property, tangible and intangible property, choses in action, contracts, rights and credits, and all and every other interest of or belonging to or due to each of the parties hereto) shall be taken and deemed to be transferred to and vested in Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, shall not revert or be in any way impaired by reason of such merger.

Section 4.3. Liabilities of Surviving Corporation. Upon and after the Effective Date, Surviving Corporation shall be responsible and liable for all the liabilities and obligations of both of the parties hereto in the same manner and to the same extent as if Surviving Corporation had itself incurred the same or contracted therefor; and any claim existing or action or proceeding by or against either of the parties hereto may be prosecuted to judgment as if such merger had not taken place or Surviving Corporation may be substituted in its place.

Section 4.4. Code of By-Laws of Surviving Corporation. The Code of By-Laws of Surviving Corporation as they exist on the Effective Date shall continue to be the By-Laws of Surviving Corporation upon and after the Effective Date until changed or amended in accordance with the terms thereof.

Section 4.5. Articles of Incorporation of Surviving Corporation. Upon and after the Effective Date, the Articles of Incorporation of Surviving Corporation shall continue to be the Articles of Incorporation of Surviving Corporation upon and after the Effective Date until changed or amended in accordance with the terms thereof.

Section 4.6. Board of Directors and Officers of Surviving Corporation. All the members of the Board of Directors and all of the officers of Surviving Corporation on the Effective Date shall be and continue as directors and officers, respectively, of Surviving Corporation after such date, to hold office upon the same terms and the same conditions as theretofore existed between each of them, respectively, and Surviving Corporation.

## ARTICLE V

### Common Stock

Section 5.1. Merging Corporation. Upon the Effective Date, each share of common stock of Merging Corporation issued and outstanding immediately prior to the Effective Date shall be canceled and shall no longer be deemed to be issued or outstanding for any purpose.

Section 5.2. Evidence of Ownership. From and after the Effective Date, each holder of an outstanding certificate or certificates which theretofore represented shares of Merging Corporation shall surrender the same at the principal office of Surviving Corporation for cancellation.

Section 5.3. Surviving Corporation. Upon the Effective Date, the sole shareholder of the Surviving Corporation shall own 8,000 shares of common stock of the Surviving Corporation.

## ARTICLE VI

### Miscellaneous

Section 6.1. Further Assurances. The parties hereto agree that they will cause to be executed any such further and additional documents or instruments and will cause to be performed any and all such acts as may from time to time be reasonably required for

the purpose of consummating or carrying out the merger as contemplated by this Agreement.

Section 6.2. Successors and Assigns. This Agreement and each of its provisions shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that this Agreement cannot be assigned by either party without the written consent of the other party. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, firm or corporation other than the parties hereto and their respective assigns any rights or remedies under or by reason of this Agreement.

Section 6.3. Counterparts. This Agreement may be executed by the parties hereto in any number of separate counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

Section 6.4. Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not be deemed to be part of this Agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

FELKNOR INTERNATIONAL, INC.,  
a Tennessee corporation

By: Michael L. Williams  
Michael L. Williams, Chairman of the Board

"Merging Corporation"

FELKNOR INTERNATIONAL, INC.,  
an Indiana corporation

By: Michael L. Williams  
Michael L. Williams, Chairman of the Board

"Surviving Corporation"

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**CERTIFICATE OF ASSUMED BUSINESS NAME  
(All Corporations)**

State Form 30353 (R8 / 9-97)

State Board of Accounts Approved 1995

SUE ANNE GILROY  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington St., Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576

Indiana Code 23-15-1-1, et seq.

**INSTRUCTIONS:**

1. This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located.
2. FEES ARE PER ASSUMED NAME. Please make check or money order payable to: Indiana Secretary of State.

Please TYPE or PRINT.

(Secretary of State)

**FILING FEES PER CERTIFICATE:**

For-Profit Corporation, Limited Liability Company, Limited Partnership	\$30.00
Not-For-Profit Corporation	\$26.00
Certificate - Additional	\$15.00

1. Name of Corporation, LLC or LP <u>Felknor International, Inc.</u>		2. Date of incorporation / admission <u>October 23, 1996</u>	
3. Address at which the Corporation, LLC, LP will do business or have an office in Indiana. If no office in Indiana, then state current registered address (street address) <u>6323 N. 150 E.</u> City, state and ZIP code <u>Monon, Indiana 47959</u>			
4. Assumed business name(s) (\$30.00 per name) <u>Wabash Valley Farms</u>			
5. Principal office address of the Corporation, LLC, LP (street address) <u>6323 N. 150 E.</u> City, state and ZIP code <u>Monon, Indiana 47959</u>			
6. Signature 		7. Printed name <u>Larry R. Noe, Secretary</u>	

STATE OF Indiana

COUNTY OF White SS:

Subscribed and sworn or attested to before me, this 8th day of October, ~~19~~ 2001

Notary Public

My Notarial Commission Expires: 8/19/2007 My County of Residence is: White

This instrument was prepared by:  
Bose McKinney & Evans, LLP, 135 N. Pennsylvania Street, #2700, Indpls., IN 46204

Return to: Julie A. Martin  
Paralegal

RECORDERS OFFICE  
WHITE COUNTY RECORDER  
RECORDED ON

10-12-2001 9:52 AM

DONNA J. SALOMON  
RECORDER

FEE: 9.00  
PAGES: 1



**CERTIFICATE OF ASSUMED BUSINESS NAME  
(All Corporations)**

State Form 30353 (R8 / 9-97)

State Board of Accounts Approved 1995

SUE ANNE GILROY  
SECRETARY OF STATE  
CORPORATIONS DIVISION  
302 W. Washington St., Rm. E018  
Indianapolis, IN 46204  
Telephone: (317) 232-6576

Indiana Code 23-15-1-1, et seq.

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1. This certificate must also be recorded in the office of County Recorder of each county in which a place of business or office is located.
2. FEES ARE PER ASSUMED NAME. Please make check or money order payable to: Indiana Secretary of State.  
Please TYPE or PRINT.

**FILING FEES PER CERTIFICATE:**

For-Profit Corporation, Limited Liability Company, Limited Partnership	\$30.00
Not-For-Profit Corporation	\$26.00
Certificate - Additional	\$15.00

(Recorder of White County)

1. Name of Corporation, LLC or LP <b>Felknor International, Inc.</b>	2. Date of incorporation / admission <b>October 23, 1996</b>
3. Address at which the Corporation, LLC, LP will do business or have an office in Indiana. If no office in Indiana, then state current registered address (street address) <b>6323 N. 150 E.</b> City, state and ZIP code <b>Monon, Indiana 47959</b>	
4. Assumed business name(s) (\$30.00 per name) <b>Wabash Valley Farms</b>	
5. Principal office address of the Corporation, LLC, LP (street address) <b>6323 N. 150 E.</b> City, state and ZIP code <b>Monon, Indiana 47959</b>	
6. Signature <i>Larry R. Noe</i>	7. Printed name <b>Larry R. Noe, Secretary</b>

STATE OF Indiana

COUNTY OF White SS:

Subscribed and sworn or attested to before me, this 8th day of October, ~~19~~ 2001

Notary Public  
*Christy Bush*

My Notarial Commission Expires: 8/19/2007

My County of Residence is: White

This instrument was prepared by:  
**Bose McKinney & Evans, LLP, 135 N. Pennsylvania Street, Indpls., IN 46204**

Return to: Julie A. Martin  
Paralegal