

08-29-2002



Form PTO-1594

102205518
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies): Consolidated Nutrition, L.C.

- Individual(s)
- General Partnership
- Corporation-State
- Association
- Limited Partnership
- Other - Iowa Limited Liability Company

18-23-02

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

Name: ADM Alliance Nutrition, Inc.

Internal Address:

Street Address: 4666 Faries Parkway

City: Decatur State: IL Zip Code: 62526

Country: U.S.A.

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date(s): December 14, 2001

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Illinois
- Other

If assignee is not domiciled in the United States, a domestic representation is attached: Yes No.

(Designations must be a separate document from Assignment.)

Additional name(s) & address(es) attached? Yes No.

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

(Please see attached Schedule B)

B. Trademark Registration No(s).

(Please see attached Schedule B)

Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Attn: Tracy-Gene G. Durkin

Internal Address: c/o

Street Address: 1100 New York Ave., N.W.

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and registrations involved
52

7. Total fee (37 C.F.R. § 3.41).....\$ 1,315.00

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

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.

Kimberly N. Reddick
Name of Person Signing

Signature

8/23/02
Date

Total number of pages including cover sheet, attachments and document 6

OMB NO. 0651-0011 (exp.4/94)

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE B

<u>MARK</u>	<u>SERIAL NUMBER</u>
COMMITTED TO EXCELLENCE IN ANIMAL NUTRITION	76/141,071
ECO-NUTRITION	78/042,300
HEART'S DELIGHT	75/736,389
WEATHERMASTER	76/109,458

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
COMPETITION (Stylized)	1,176,425
5-STAR DEALER PLANNING. TRAINING.SERVICE.PROMOTION. SALES (and Design)	1,225,263
BACK FORTY	1,358,327
BASE BLEND	1,180,408
BLACKHAWK	178,804
BUSY BIRD	1,509,475
CAL-O-RATED	1,321,128
CALFLAC	950,668
CRATE-MATE	1,430,839
DEFINITE FEEDS FOR DEFINITE NEEDS	569,778
FARMIX	750,255
FORECASTER	1,500,149
GILT EDGE	719,010
GILT EDGE	851,315
GOAL MAKER	1,552,461
GOLDEN CALF	1,373,369
GOLDEN GLUTEN DAIRY BALANCER	1,366,246
GOLDEN GLUTEN	1,370,440
GRO-GETTER	773,255
HI PEAK	1,994,262
HI ENERGY CATTLE BLOCK	1,433,157
LIPSCOMB'S (and Design)	568,781
MARKET MIX	1,354,905
MARVEL	779,539
MISCELLANEOUS DESIGN	863,615
MOCAMO	589,720
MOMENTUM	1,791,242
MONARCH	1,349,817
MORNING GLORY	1,455,650
OPREMA	1,509,476
PASTURE BOOSTER	949,920

SCHEDULE B, Cont.

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
PIG PRO	1,196,970
PIG SAVER	595,258
PREMACONCENTRATE	1,322,452
PREMAGEST	1,693,422
PREMAGRO	1,317,227
PREMAPIG	1,346,629
PREMAPLUS	1,346,630
PREMAWEAN	1,293,834
PRO BLOCK	765,607
PRO'S CHOICE	1,341,318
RBC	1,346,628
SHOW BABY	1,286,294
SHOW AND GO	1,286,293
SUPERSWEET	728,612
TDI (and Design)	1,861,105
TOTAL BALANCE	1,986,236
UGF-PAK	984,079

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (the "Agreement") is entered into as of December 14, 2001, by and between ADM Alliance Nutrition, Inc., an Illinois corporation ("ADM Alliance") with a place of business at 4666 Farley Parkway, Decatur, Illinois 62526, and Consolidated Nutrition, L.C., an Iowa limited liability company ("Consolidated") with a place of business at 4666 Farley Parkway, Decatur, Illinois 62526.

WITNESSETH:

WHEREAS, ADM Alliance and Consolidated desire to merge into a single entity;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, ADM Alliance and Consolidated hereby agree to the terms and conditions of the merger and mode of carrying the same into effect as follows:

1. Consolidated hereby merges into ADM Alliance, which shall be the surviving entity.
2. As a result of the merger of Consolidated into ADM Alliance, all membership interests of Consolidated are hereby extinguished.
3. The Articles of Incorporation of ADM Alliance as heretofore amended and as in effect on the date of the merger provided for in this Agreement shall continue in full force and effect as the Articles of Incorporation of the entity surviving this merger.
4. All of the outstanding membership interests of Consolidated are owned by the surviving entity, ADM Alliance. The manner of converting the outstanding shares of the capital stock of the surviving corporation and the membership interests of the merged company shall be as follows:
 - (a) Each share of the capital stock of the surviving corporation, which shall be issued and outstanding on the effective date of this merger, shall remain issued and outstanding.
 - (b) Each membership interest of the merged company which shall be outstanding on the effective date of this merger, shall, by virtue of the merger and without any action by the holder thereof, be cancelled.
5. Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Consolidated shall be transferred to, vested in and devolve upon ADM.

6. Alliance as the surviving entity without further act or deed. All debts, liabilities and duties of Consolidated shall attach to and be assumed by ADM Alliance as the surviving entity.

7. The Bylaws of ADM Alliance as they shall exist on the effective date of this merger shall be and remain the Bylaws of ADM Alliance until the same shall be altered, amended or repealed as therein provided.

8. The directors and officers of ADM Alliance shall continue in office until the next annual meeting of shareholders and directors and their successors shall have been elected and qualified.

9. This merger shall become effective January 1, 2002.

10. The officers and managers of Consolidated hereby agree to execute all deeds, assignments and other documents, from time to time, as requested by ADM Alliance and to take or cause to be taken such further actions as ADM Alliance may deem necessary or desirable in order to vest in and confirm to ADM Alliance title to and possession of any property of Consolidated acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of ADM Alliance are fully authorized in the name of Consolidated or otherwise to take any and all such action. The officers and managers of Consolidated shall continue in office and to be authorized to act on behalf of Consolidated for so long as any of the foregoing actions may need to be taken.

11. This Agreement was approved and adopted by the board of managers of Consolidated and the board of directors of ADM Alliance and by unanimous consent of the members of Consolidated. Pursuant to Section 11.20(c) of the Illinois Business Corporation Act, no vote of the shareholders of ADM Alliance is necessary in that the Agreement does not amend in any respect ADM Alliance's Articles of Incorporation; each share of ADM Alliance outstanding immediately prior to the effective date of the merger has the identical designations, preferences, qualification, limitations, restrictions, and special relative rights immediately after the date thereof; and no common share of ADM Alliance, no shares or securities or obligations convertible into such shares are to be issued or delivered under the plan of merger.

12. This Agreement shall be maintained on file at the offices of ADM Alliance and a copy hereof will be furnished by ADM Alliance on request without cause, to any shareholder of ADM Alliance.


IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by the board of directors of ADM Alliance and board of managers of Consolidated, respectively, have caused this Agreement to be executed by the authorized representatives of each party on the date first

above written, and each authorized representative hereby affirms and acknowledges under the penalties of perjury that the execution of this Agreement is the act and deed of ADM Alliance and Consolidated, respectively, and the facts stated herein are true.

ADM ALLIANCE NUTRITION, INC.

CONSOLIDATED NUTRITION, L.C.

By: 
Its: Vice President

By: 
Its: President

#16502