

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/28/1996

CONVEYING PARTY DATA

Name	Execution Date
Coleman Environmental Systems, Inc.	06/28/1996

RECEIVING PARTY DATA

Name:	Coleman Natural Products, Inc.
Street Address:	5140 Race Court
Internal Address:	Unit No. 4
City:	Denver
State/Country:	COLORADO
Postal Code:	80216

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5478990

CORRESPONDENCE DATA

Fax Number: (801)521-9639
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 801-521-5800
 Email: craig.buschmann@hro.com
 Correspondent Name: Craig Buschmann
 Address Line 1: 299 South Main Street
 Address Line 2: Suite 1800
 Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	50043-00000
NAME OF SUBMITTER:	Craig Buschmann

Total Attachments: 6

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**PATENT
 REEL: 023355 FRAME: 0169**

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ARTICLES OF MERGER OF
COLEMAN ENVIRONMENTAL SYSTEMS, INC.
a Colorado corporation

with and into
COLEMAN NATURAL PRODUCTS, INC., 761086338 C \$60.00
a Delaware corporation 14:14
SECRETARY OF STATE
DP931114382

ARTICLES OF MERGER executed by Coleman Natural Products, Inc., a Delaware corporation, as the surviving corporation, pursuant to Section 7-111-105 and Section 7-111-107 of the Colorado Business Corporation Act (the "Act"):

FIRST: Attached hereto as Exhibit A is an Agreement and Plan of Merger dated as of June 28, 1996 (the "Plan"), between Coleman Natural Products, Inc., a Delaware corporation ("Parent"), and each of its wholly-owned subsidiaries, including Coleman Environmental Systems, Inc., a Colorado corporation ("Subsidiary"), pursuant to which each Subsidiary shall be merged with and into Parent as the surviving corporation and each share of issued and outstanding capital stock of Subsidiary shall be cancelled.

SECOND: Pursuant to the provisions of Section 7-111-104(3) of the Act, the approval of the shareholders of Parent is not required.

THIRD: Because the Merger is being effected pursuant to Section 7-111-104 of the Act:

- a. Immediately prior to the Merger, Parent owned at least 90% of the issued and outstanding shares of each class of Subsidiary.
- b. The effective date of the Merger shall be June 28, 1996, and such effective date complies with Section 7-111-104(5) of the Act.

IN WITNESS WHEREOF, Parent, as the surviving corporation, has caused these Articles of a Merger to be executed on its behalf by its President as of the 28th day of June 1996.

COLEMAN NATURAL PRODUCTS, INC., a
Delaware corporation

By: Lee N. Arst
Lee N. Arst, President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 28, 1996 (this "Plan"), is between Coleman Natural Products, Inc., a Delaware corporation ("Parent") and each of its wholly-owned subsidiaries: Coleman Natural Meats, Inc., a Colorado corporation; Coleman Packing Company, a Colorado corporation; Coleman Environmental Systems, Inc., a Colorado corporation; Coleman Originals, Inc., a Colorado corporation; and Rocky Mountain Pure Cattle Company, a Colorado corporation (each a "Subsidiary").

WHEREAS, each Subsidiary is a corporation duly organized and existing under the laws of the State of Colorado; and

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of Delaware and owns all the issued and outstanding shares of common stock of each Subsidiary; and

WHEREAS, the respective Boards of Directors of each Subsidiary and of Parent have determined that it is advisable and in the best interests of each such corporation that each respective Subsidiary merge with and into Parent as authorized by the statutes of the States of Colorado and Delaware and upon the terms and subject to the conditions of this Plan;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Parent and each Subsidiary hereby agree as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Plan, each Subsidiary shall be merged with and into Parent (the "Merger"), and Parent shall be the surviving entity. The Merger shall become effective (the "Effective Time") upon the time and date of filing the respective Articles of Merger with the Colorado Secretary of State for each Subsidiary and the Certificate of Ownership and Merger with the Delaware Secretary of State (whichever occurs later).

2. **Governing Documents.** The Certificate of Incorporation, as amended, of Parent, as in effect immediately prior to the Merger, shall remain the Certificate of Incorporation of Parent without change or amendment until thereafter amended in accordance with applicable law, and the Bylaws of Parent, as in effect immediately prior to the Merger, shall be the Bylaws of Parent without change or amendment until thereafter amended in accordance with applicable law.

3. **Consummation of the Merger.** At the Effective Time, the separate corporate existence of each Subsidiary shall cease and Parent as the surviving entity shall possess all the rights, privileges, powers and franchises of a public and private nature and be

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subject to all restrictions, disabilities and duties of each Subsidiary; and all, and singular, the rights, privileges, powers and franchises of each Subsidiary, and all property, real, personal and mixed, and all debts due to each Subsidiary on whatever account, as well as for all other things in action or belonging to each Subsidiary shall be vested in Parent; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of Parent as they were of each respective Subsidiary, and that title to any real estate vested by deed or otherwise in each respective Subsidiary shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of each Subsidiary shall be preserved unimpaired, and all debts, liabilities and duties of each Subsidiary shall thenceforth attach to Parent and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by Parent. All corporate acts, plans, policies, including agreements, arrangements, approvals and authorizations of each Subsidiary, their respective Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of Parent and shall be effective and binding thereon as the same were made with respect to each Subsidiary.

4. **Employees.** All employees of each Subsidiary shall become employees of Parent and shall continue to be employed by Parent on the same terms as they were employed by each such Subsidiary, except for such changes as the Board of Directors of Parent may adopt from time to time concerning such employment.

5. **Board of Directors.** The Board of Directors, and the members thereof, of Parent immediately prior to the Merger shall be and constitute the Board of Directors, and members thereof, of Parent until their respective successors shall have been duly elected and qualified in accordance with the Bylaws of Parent.

6. **Further Assurances.** From time to time, as and when required by Parent, or by its successors and assigns, there shall be executed and delivered on behalf of each Subsidiary or any of them such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise in Parent the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of each Subsidiary, and otherwise to carry out the purposes of this Plan, and the officers and directors of Parent are fully authorized, in the name and on behalf of each Subsidiary or otherwise, to take any and all such action and to execute and deliver any and all such deeds or other instruments.

7. **Securities of Subsidiary.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, all outstanding shares of common stock of each Subsidiary shall be deemed cancelled and retired and no shares of common stock of Parent or other securities of Parent shall be issued in respect thereof.

8. Amendment. Subject to applicable law, this Plan may be amended, qualified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time.

9. Counterparts. This Plan may be executed in two or more counterparts, each of which shall be deemed to be an original and the same agreement.

10. Agreement for Service of Process. Parent, from and after the Effective Time, agrees that it may be sued and served with process in the State of Colorado at 5140 Race Court, Unit 4, Denver, Colorado 80216, in any proceeding for the enforcement of any obligation of each Subsidiary or any of them. Parent, as the sole shareholder of each Subsidiary, hereby waives the mailing to it of a copy of this Plan.

11. Governing Law. This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, Parent and each Subsidiary have caused this Plan to be signed by their duly authorized officers as of the date first above written.

COLEMAN NATURAL PRODUCTS, INC., a Delaware corporation

By: Lee N. Arst
Lee N. Arst, President

COLEMAN NATURAL MEATS, INC., a Colorado corporation

By: Lee N. Arst
Lee N. Arst, President

COLEMAN PACKING COMPANY, a Colorado corporation

By: Lee N. Arst
Lee N. Arst, President

COLEMAN ENVIRONMENTAL SYSTEMS, INC., a Colorado corporation

By: Lee N. Arst
Lee N. Arst, President

COLEMAN ORIGINALS, INC., a Colorado corporation

By: Lee N. Arst
Lee N. Arst, President

ROCKY MOUNTAIN PURE CATTLE COMPANY, a Colorado corporation

By: Lee N. Arst
Lee N. Arst, President

MERGER _____ CONSOLIDATION _____
CANCELLATION OF LIMITED PARTNERSHIP DUE TO MERGER _____
DOMESTIC _____ FOREIGN _____ PROFIT _____ NONPROFIT _____

MERGER #961086338

COLEMAN ENVIRONMENTAL SYSTEMS, INC. (DP931114382)
(COLORADO CORPORATION)

INTO

COLEMAN NATURAL PRODUCTS, INC. (DP931114378)
~~(COLORADO CORPORATION)~~
Delaware
THE SURVIVOR