

01-16-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/12/2001 MTHAI1 00000209 1585003

40.00 DP

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

713-758-2732

Name

Peter E. Mims

Address (line 1)

Vinson & Elkins L.L.P.

Address (line 2)

2300 First City Tower

Address (line 3)

1001 Fannin Street

Address (line 4)

Houston, Texas 77002

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1585003	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

22-0365

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Peter E. Mims

Name of Person Signing

*Peter E. Mims* 12/22/00

Signature

Date Signed

State of Minnesota

3536

**SECRETARY OF STATE**

*Certificate of Merger*

I, Joan Anderson Grove, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

*Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A*

*State of Formation and Names of Merging Entities:*

*MN: WINDY HILL PET FOOD COMPANY, INC.*

*TX: DOANE MERGECO NO. 1, INC.*

*State of Formation and Name of Surviving Entity:*

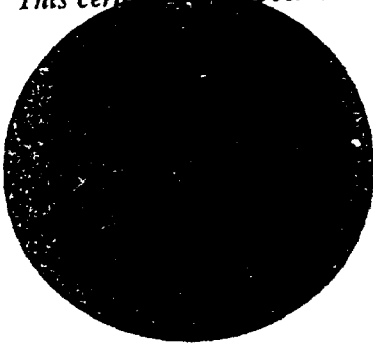
*TX: DOANE MERGECO NO. 1, INC.*

*Effective Date of Merger: 11/12/98--11:05 A.M. EASTERN STANDARD TIME*

*Name of Surviving Entity After Effective Date of Merger:*

*DOANE MERGECO NO. 1, INC.*

*This certificate has been issued on: 11/10/98*



*Joan Anderson Grove*  
Secretary of State.

75-AA

ARTICLES OF MERGER  
MERCING  
WINDY HILL PET FOOD COMPANY, INC.  
(a Minnesota corporation)  
INTO  
DOANE MERGECO NO. 1, INC.  
(a Texas corporation)

Pursuant to the provisions of Minnesota Statutes, Section 302A.621, the undersigned officer of Doane MergeCo No. 1, Inc., a Texas corporation (the "Surviving Parent Corporation") and parent corporation of Windy Hill Pet Food Company, Inc., a Minnesota corporation (the "Merged Subsidiary Corporation"), hereby certifies that:

(a) attached hereto as Exhibit A is a true and correct copy of the Plan of Merger (the "Plan of Merger") merging the Merged Subsidiary Corporation into the Surviving Parent Corporation;

(b) the Surviving Parent Corporation owns 4,500 shares of common stock, par value \$0.05 per share, of the Merged Subsidiary Corporation, constituting all of the issued and outstanding shares of the Merged Subsidiary Corporation;

(c) there are no shareholders of the Merged Subsidiary Corporation other than the Surviving Parent Corporation, so there is no notice requirement as set forth in Minnesota Statutes, Section 302A.621, Subd. 2;

(d) the Plan of Merger has been approved by the Sole Director of the Surviving Parent Corporation, the parent corporation of the Merged Subsidiary Corporation, pursuant to the provisions of Minnesota Statutes, Section 302A.621;

(e) the merger is permitted by the Minnesota Business Corporation Act and the Texas Business Corporation Act; and

(f) the merger shall be effective as of <sup>11:05</sup>~~7:05~~ a.m., Eastern Standard Time, on November 12, 1998.

IN WITNESS WHEREOF, the undersigned has subscribed his name this 10<sup>th</sup> day of November, 1998.

DOANE MERGECO NO. 1, INC.

By: 

Thomas R. Heidenthal  
President

095676

## Exhibit A

**PLAN OF MERGER**  
**MERGING**  
**WINDY HILL PET FOOD COMPANY, INC.**  
 (a Minnesota corporation)  
**INTO**  
**DOANE MERGECO NO. 1, INC.**  
 (a Texas corporation)

This Plan of Merger, is made and executed as of November 10, 1998, and constitutes the Plan of Merger merging Windy Hill Pet Food Company, Inc., a Minnesota corporation (the "Merged Subsidiary Corporation") with and into Doane MergeCo No. 1, Inc., a Texas corporation (the "Surviving Parent Corporation") and parent corporation of the Merged Subsidiary Corporation, each of which are hereinafter referred to as a "Constituent Corporation".

**WITNESSETH:**

WHEREAS, the Sole Director of the Surviving Parent Corporation and parent corporation of the Merged Subsidiary Corporation deems it advisable for the Constituent Corporations to merge pursuant to this Plan of Merger;

NOW, THEREFORE, it is hereby determined that effective as of <sup>11:05</sup>~~5:05~~ a.m. Eastern Standard Time on November 12, 1998 (the "Effective Time") the Merged Subsidiary Corporation shall be merged into the Surviving Parent Corporation according to the following terms and conditions:

1. Effective as of the Effective Time, the Merged Subsidiary Corporation is hereby merged into the Surviving Parent Corporation, and the name of the Surviving Parent Corporation shall remain Doane MergeCo No. 1, Inc..
2. Upon the Effective Time, each share of the issued and outstanding stock of the Merged Subsidiary Corporation shall be canceled.
3. Upon the Effective Time, the separate existence of the Merged Subsidiary Corporation shall cease and the Surviving Parent Corporation shall thereupon continue its corporate existence and possess all the rights, privileges, powers and franchises and shall be subject to all the restrictions, disabilities and duties of the Merged Subsidiary Corporation, and all the property, real, personal and mixed, all debts due to the Merged Subsidiary Corporation in whatever account, all choses in action, and all other property and interest belonging to the Merged Subsidiary Corporation shall be and become the property of the Surviving Parent Corporation; all rights of creditors and all liens upon the property of the Merged Subsidiary Corporation shall be preserved and unimpaired, and all debts, liabilities and duties of the Merged Subsidiary

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Corporation shall thereafter attach to the Surviving Parent Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

4. The Articles of Incorporation and Bylaws of the Surviving Parent Corporation, as in effect immediately prior to the Effective Time, shall continue and remain in full force and effect as the Articles of Incorporation and Bylaws of the Surviving Parent Corporation immediately after the merger.

5. The officers and Sole Director of the Surviving Parent Corporation immediately prior to the Effective Time shall be the officers and Sole Director of the Surviving Parent Corporation immediately after the merger, and until the next election of the Board of Directors and officers of the Surviving Parent Corporation, as required by the Surviving Parent Corporation's Articles of Incorporation and Bylaws.

6. The Surviving Parent Corporation agrees that it may be served with process in the State of Minnesota in any proceeding for enforcement of any obligation of a Constituent Corporation, as well as for enforcement of the rights of a dissenting shareholder of a Constituent Corporation against the Surviving Parent Corporation. The Surviving Parent Corporation hereby irrevocably appoints the Secretary of State of the State of Minnesota as its agent to accept service of process in any such suit or proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of the State of Minnesota is:

P.O. Box 2487  
Brentwood, Tennessee 37024-2487

The Surviving Parent Corporation agrees that it will promptly pay to the dissenting shareholders of the Merged Subsidiary Corporation, the Minnesota domiciled Constituent Corporation, the amount, if any, to which they are entitled under Minnesota Statutes, Section 302A.473.

7. Anything herein contained to the contrary notwithstanding, this Plan of Merger may be terminated or abandoned, before the Effective Time, by the Board of Directors of the Surviving Parent Corporation, the parent corporation of the Merged Subsidiary Corporation.

IN WITNESS WHEREOF, the undersigned director has executed the foregoing instrument as of the date first written above.

DOANE MERGECO NO.1, INC.

By: George B. Kelly  
George B. Kelly

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

NOV 10 1998

*Jan Anderson Howe*

Secretary of State

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