

09-23-1998

R SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MPD  
9-21-98



Tab settings

To the Honorable Court

100784184

the attached original documents or copy thereof

1. Name of conveying party(ies):  
Papa Aldo's International, Inc.

and address of receiving party(ies):

Name: Papa Murphy's International, Inc.

Internal Address:  
Street Address: 8000 Northeast Parkway Dr., Ste. 350

City: Vancouver State: WA ZIP: 98662

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: May 25, 1995;  
November 30, 1995

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

If assignee is not domiciled in the United States, a domestic representative designation 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)

B. Trademark registration No.(s)

1,447,787

Additional numbers attached?  Yes  No

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

Name: Neil E. Taxy, Esq.

Internal Address: Leland, Parachini

Street Address: 333 Market St., #2700

City: San Francisco State: CA ZIP: 94105

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00 (recording)  
\$ 30.00 (expedite)  
 Enclosed \$ 70.00 (TOTAL)

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

*Neil E. Taxy*  
Name of Person Signing

Neil E. Taxy, Esq.

Signature

Sept. 2, 1998  
Date

Total number of pages comprising cover sheet: 33

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

09/25/1998 TTON 1 00000009 1447787

01 FC:481  
02 FC:484

Public burden for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 1755 FRAME: 0377

LAW OFFICES OF  
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NEIL E. TAXY

September 2, 1998

**EXPEDITED RECORDING REQUESTED**

Commissioner of Patents and Trademarks  
Box Assignments  
2800 North Tower Building  
Jefferson Davis Highway  
Arlington, VA 22202

Re: Federal Trademark Conveyance; Registration No. 1,447,787

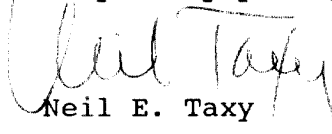
Dear Commissioner:

Attached hereto is the Recordation Form Cover Sheet and certified copies of documents in support thereof. Trademark Registration No. 1,447,787 (the "Mark") currently stands in the name of Papa Aldo's International, Inc., an Oregon corporation (the "Registrant"). On May 25, 1995, the Registrant changed its name to Papa Murphy's International, Inc. Subsequently, on November 30, 1995, the Registrant reincorporated in the State of Washington, becoming a Washington corporation. Certified copies of those documents accomplishing the above-mentioned changes are enclosed herewith.

Accordingly, we have enclosed a check made payable to Commissioner of Patents and Trademarks in the amount of \$70.00, consisting of the \$40 recording fee and \$30 expedition fee.

I am enclosing a duplicate copy of the Cover Sheet. Please return a filed, stamped copy of the Cover Sheet and return it to me in the envelope provided. Please contact me by telephone if there are any questions regarding this matter.

Very truly yours,

  
Neil E. Taxy

NET/emc  
Enclosures

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TRADEMARK  
REEL: 1755 FRAME: 0378

# STATE of WASHINGTON



## SECRETARY of STATE

I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal,

hereby certify this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

**PAPA MURPHY'S INTERNATIONAL, INC.**

Merging PAPA MURPHY'S INTERNATIONAL, INC. (An Oregon corp. not qualified in WA) into PAPA MURPHY'S INTERNATIONAL, INC.

as filed in this office on November 30, 1995.



Date: August 20, 1998

*Given under my hand and the Seal of the State of Washington at Olympia, the State Capital*

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State



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**STATE of WASHINGTON SECRETARY of STATE**

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I, **Ralph Munro**, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

ARTICLES OF MERGER

of

PAPA MURPHY'S INTERNATIONAL, INC

a Washington Profit corporation,

was/were filed for record in this office on the date indicated below.

Merging PAPA MURPHY'S INTERNATIONAL, INC. (An Oregon corp. not qualified in Washington) into PAPA MURPHY'S INTERNATIONAL, INC.

Corporation Number: 601 672 349

Date: November 30, 1995

Given under my hand and the seal of the State of Washington, at Olympia, the State Capitol.

Ralph Munro, Secretary of State

FILED (D)  
STATE OF WASHINGTON

NOV 30 1995

RALPH MURPHY  
SECRETARY OF STATE

ARTICLES OF MERGER  
OF  
PAPA MURPHY'S INTERNATIONAL, INC.,  
An Oregon Corporation  
INTO  
PAPA MURPHY'S INTERNATIONAL, INC.,  
A Washington Corporation

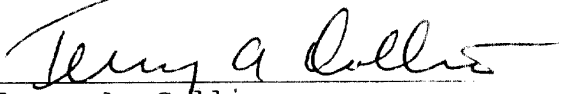
Pursuant to the Oregon Revised Statutes and RCW 23B.11.050 of the Washington Business Corporation Act, Papa Murphy's International, Inc., an Oregon corporation, ("PMI") and Papa Murphy's International, Inc., a Washington corporation ("New PMI") hereby execute the following Articles of Merger:

1. The Agreement and Plan of Merger (the "Agreement") is attached hereto as Exhibit A.

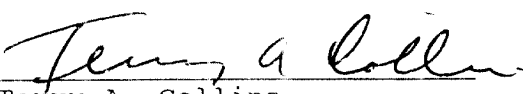
2. The Agreement was approved by the shareholders of PMI by unanimous written consent dated November 27, 1995, pursuant to Section 60.487 of the Oregon Revised Statutes; approval of the Agreement by the shareholders of New PMI was not required pursuant to RCW 23B.11.030(7) of the Washington Business Corporations Act.

Dated this 27 day of November, 1995

PAPA MURPHY'S INTERNATIONAL,  
INC., an Oregon corporation

  
Terry A. Collins,  
President and Secretary

PAPA MURPHY'S INTERNATIONAL,  
INC., a Washington corporation

  
Terry A. Collins,  
President and Secretary

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of November 27, 1995, between PAPA MURPHY'S INTERNATIONAL, INC., an Oregon corporation ("PMI"), and PAPA MURPHY'S INTERNATIONAL, INC., a Washington corporation ("New PMI").

WHEREAS, PMI has authorized capital stock consisting of 200,000 shares of \$0.01 par Common Stock ("PMI Common Stock"), of which 144,154 shares were issued and outstanding and entitled to one vote per share as of November 27, 1995;

WHEREAS, New PMI has authorized capital stock consisting of 200,000 shares of Common Stock, par value \$0.01 per share ("New PMI Common Stock"), of which no shares are issued and outstanding; and

WHEREAS, PMI and New PMI desire that PMI merge with and into New PMI and that New PMI shall continue as the surviving corporation in such merger, upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Washington and the laws of the State of Oregon.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I  
MERGER

1.1 MERGER. Subject to the terms and conditions of this Agreement, PMI shall be merged (the "Merger") with and into New PMI in accordance with the General Corporation Law of the State of Oregon and the Washington Business Corporation Act, the separate existence of PMI shall cease and New PMI shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation") and continue its corporate existence under the laws of the State of Washington. The Surviving Corporation shall succeed, insofar as permitted by law, to all the rights, assets, liabilities and obligations of PMI.

1.2 EFFECTIVE TIME OF THE MERGER. The Merger shall become effective as of the date and time (the "Effective Time of the Merger") an appropriate agreement of merger is filed in accordance with the laws of the State of Oregon and the laws of the State of Washington.

ARTICLE II  
NAME, CERTIFICATE OF INCORPORATION,  
BY-LAWS, DIRECTORS AND  
OFFICERS OF THE SURVIVING CORPORATION

2.1 NAME OF SURVIVING CORPORATION. The name of the Surviving Corporation shall be "Papa Murphy's International, Inc."

2.2 CERTIFICATE OF INCORPORATION. The Articles of Incorporation of New PMI shall be the Articles of Incorporation of the Surviving Corporation after the Effective Time of the Merger until further amended thereafter as provided therein or by law.

2.3 BY-LAWS. The By-laws of New PMI shall be the By-laws of the Surviving Corporation after the Effective Time of the Merger until amended thereafter as provided therein or by law.

2.4 DIRECTORS AND OFFICERS. The directors and officers of PMI at the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving corporation after the Effective Time of the Merger until expiration of their current terms as such, or prior resignation, removal or death, subject to the Articles of Incorporation and By-laws of the Surviving Corporation.

ARTICLE III  
CONVERSION AND EXCHANGE OF STOCK

3.1 CONVERSION. At the Effective Time of the Merger, each of the following transactions shall be deemed to occur simultaneously:

(a) Each share of PMI Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one validly issued, fully paid and non-assessable share of New PMI Common Stock.

(b) Any and all dividends declared by the directors of PMI with respect to PMI Common Stock prior to the Effective Time of the Merger but unpaid at that time shall be paid by New PMI.

(c) Each stock option to purchase shares of PMI Common Stock granted by PMI and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and



become a stock option or warrant to purchase, upon the same terms and conditions, the number of shares of New PMI Common Stock which is equal to the number of shares of PMI Common Stock which the optionee would have received had he exercised his option or right in full immediately prior to the Effective Time of the Merger (whether or not such option was then exercisable). The exercise price per share under each of said options or warrants shall be equal to the exercise price per share thereunder immediately prior to the Effective Time of the Merger.

All PMI stock option plans, and stock options and warrants granted thereunder, outstanding immediately prior to the Effective Time of the Merger are automatically amended to permit plan continuance and stock option and warrant continuance and conversion into those of New PMI following the Merger provided for under this Agreement, notwithstanding any provisions heretofore contained in such PMI plan or outstanding options and warrants providing for termination in the event of a merger in which PMI is not the surviving corporation.

### 3.2 EXCHANGE.

(a) After the Effective Time of the Merger, each certificate theretofore representing issued and outstanding shares of PMI Common Stock shall represent the same number of shares of New PMI Common Stock.

(b) At any time on or after the Effective Time of the Merger, any holder of certificates theretofore evidencing ownership of shares of PMI Common Stock will be entitled, upon surrender of such certificates to the Surviving Corporation or its transfer agent, to

receive in exchange therefor one or more new stock certificates evidencing ownership of the number of shares of New PMI Common Stock into which such PMI stock shall have been converted in the Merger. If any certificate representing shares of New PMI Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange shall pay to the Surviving Corporation or its transfer agent any transfer or other taxes required by reason of the issuance of a certificate representing shares of New PMI Common Stock in any name other than that of the registered holder of the certificate surrendered, or otherwise required, or shall establish to the satisfaction of the Surviving Corporation or its transfer agent that such tax has been paid or it not payable.

#### ARTICLE IV CONDITIONS

Consummation of the Merger is subject to the satisfaction at or prior to the Effective Time of the Merger of the following condition:

4.1 SHAREHOLDER AND BOARD APPROVAL. This Agreement and the Merger shall have been adopted and approved by the vote of a majority of the shares of PMI Common Stock outstanding on the record date fixed for determining shareholders of PMI entitled to vote thereon. This Agreement and the Merger shall also have been

adopted and approved by the vote of a majority of the Board of Directors of New PMI.

ARTICLE V  
GENERAL

5.1 TERMINATION AND ABANDONMENT. At any time prior to the consummation of the Merger, this Agreement may be terminated and the Merger abandoned by the Board of Directors of PMI.

5.2 AMENDMENT. This Agreement may be amended at any time prior to the Effective Time of the Merger with the mutual consent of the Boards of Directors of PMI and New PMI; provided, however, that this Agreement may not be amended after it has been adopted by the shareholders of PMI in any manner which, in the judgment of the Board of Directors of PMI, would have a material adverse effect on the rights of such shareholders or in any manner not permitted under applicable law.

5.3 HEADINGS. The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

5.4 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

5.5 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, except to the extent the laws of the State of Washington shall mandatorily apply to the Merger.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, all as of the day and year first above written.

Papa Murphy's International,  
Inc., an Oregon Corporation

Papa Murphy's International,  
Inc., a Washington Corporation

By: Terry A. Collins  
Terry A. Collins  
President

By: Terry A. Collins  
Terry A. Collins  
President

Attest: Terry A. Collins  
Secretary of  
Papa Murphy's International, Inc.,  
an Oregon Corporation,  
and Secretary of  
Papa Murphy's International, Inc.,  
a Washington Corporation

I, Terry A. Collins, Secretary of New PMI, hereby certify that this Agreement and Plan of Merger has been adopted pursuant to Section 23B.11.030(7) of the Revised Code of Washington and certify that no shares of stock of New PMI were issued prior to the adoption by the Board of Directors of the resolution approving this Agreement and Plan of Merger.

Terry A. Collins  
Secretary