

09-23-1998

R SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

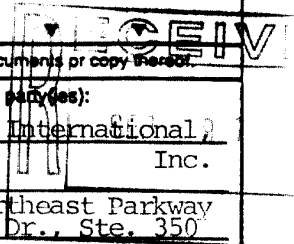
Tab settings $\rightarrow \rightarrow \rightarrow \nabla$

To the Honorable C:



100786526

the attached original documents or copy thereof



MPD
9-21-98

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: 8000 Northeast Parkway
Street Address: 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.

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

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: 1756 FRAME: 0409

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01 FC:481
02 FC:484

CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, PHIL KEISLING, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That the attached Document File for:
PAPA MURPHY'S INTERNATIONAL, INC.

is a true copy of the original documents
that have been filed with this office.

In Testimony Whereof, I have hereunto set
my hand and affixed hereto the Seal of the
State of Oregon.

PHIL KEISLING, Secretary of State



By Debra L. Virag

Debra L. Virag
August 20, 1998

214428-84

08179000234

89654

ARTICLES OF INCORPORATION
OF
COLLINS NEW CORP.

FILED
OFFICE OF THE SECRETARY
STATE OF ORE.

AUG 16 1990

CORPORATION DIVISION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Oregon Business Corporation Act, adopts the following Articles of Incorporation:

ARTICLE 1. NAME

The name of the corporation is Collins New Corp.

ARTICLE 2. DURATION

The period of the corporation's duration shall be perpetual.

ARTICLE 3. PURPOSES AND POWERS

The purpose for which the corporation is organized is to engage in any business, trade or activity which may lawfully be conducted by a corporation organized under the Oregon Business Corporation Act.

The corporation shall have the authority to engage in any and all such activities as are incidental or conducive to the attainment of the purposes of the corporation and to exercise any and all powers authorized or permitted under any laws that may be now or hereafter applicable or available to the corporation.

ARTICLE 4. SHARES

The corporation shall have authority to issue 100,000 shares of common stock, and each share shall have a par value of \$.01.

ARTICLE 5. REGISTERED OFFICE AND AGENT

The name of the initial registered agent of the corporation and the address of its registered office are as follows:

cu
8/16/90
PM

0303 000

Lawco of Oregon, Inc.
111 S.W. Fifth Avenue, Suite 2500
Portland, Oregon 97204

ARTICLE 6. INITIAL DIRECTORS

The number of Directors constituting the initial Board of Directors of the corporation is one (1). The name and address of the person who is elected to serve as Director until the first annual meeting of shareholders or until the election and qualification of his successor or successors are:

Terry Collins
385 Bel Marin Keys Boulevard
Suite C
Novato, California 94947

ARTICLE 7. LIMITATION OF DIRECTOR LIABILITY

To the fullest extent that the Oregon Business Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a director of the corporation shall not be liable to the corporation or its shareholders for any monetary damages for conduct as a director. Any amendment to or repeal of this Article 7 or amendment to the Oregon Business Corporation Act shall not adversely effect any right or protection of a director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE 8. INDEMNIFICATION

To the fullest extent not prohibited by law, the corporation: (i) shall indemnify any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the corporation), by reason of the fact that the person is or was a director of the corporation, and (ii) may indemnify any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the corporation), by reason of the fact that the person is or was an officer, employee or agent of the corporation, or a fiduciary (within the meaning of the Employee Retirement Income Security Act of 1974), with respect to any employee benefit plan of the corporation, or serves or served at the request of the corporation as a

director or officer of, or as a fiduciary (as defined above) of an employee benefit plan of, another corporation, partnership, joint venture, trust or other enterprise. This Article 8 shall not be deemed exclusive of any other provisions for the indemnification of directors, officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of shareholders or directors or otherwise, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of the corporation. For purposes of this Article 8, "corporation" shall mean the corporation incorporated hereunder and any successor corporation thereof.

ARTICLE 9. INCORPORATOR

The name and address of the incorporator are:

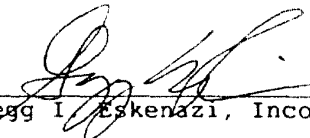
Gregg I. Eskenazi
111 S.W. Fifth Avenue, Suite 2500
Portland, Oregon 97204

ARTICLE 10. NOTICES

The address where the State of Oregon Corporation Division may mail notices to the corporation is:

111 S.W. Fifth Avenue, Suite 2500
Portland, Oregon 97204

The undersigned incorporator has executed these Articles of Incorporation this 15th day of August, 1990.



Gregg I. Eskenazi, Incorporator

The name and telephone number of the person to contact about this filing are:

Susan E. Kipper
(503) 295-4400

214428-84

10269000229

91754 split

SUBMIT THE ORIGINAL AND ONE TRUE COPY (831115) \$1000

SECRETARY OF STATE CORPORATION DIVISION 188 12th Street NE Salem, OR 97310-0210

THIS SPACE FOR OFFICE USE ONLY

FILED

IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF OREGON

OCT 25 1990

CORPORATION DIVISION

Registry Number:

214428-84 (If known)

ARTICLES OF AMENDMENT By Directors or Shareholders

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Name of the corporation prior to amendment:

Collins New Corp.

2. State the article number(s) and set forth the article(s) as it is amended to read. (Attach additional sheets, if necessary.)

See Attachment A

3. Each amendment was adopted on October 23, 1990. (If more than one amendment was adopted, identify the date of adoption of each amendment.)

4. Shareholder action was required to adopt the amendment(s). The shareholder vote was as follows:

Class or Series of Shares	Number of Shares Outstanding	Number of Votes Entitled to be Cast	Number of Votes Cast For	Number of Votes Cast Against
Common Stock	100,000	100,000	100,000	0

5. Shareholder action was not required to adopt the amendment(s). The amendment was adopted by the board of directors without shareholder action.

6. Other provisions, if applicable (Attach additional sheets, if necessary).

Execution: Terry A. Collins (Signature) Terry A. Collins (Printed Name) President and Secretary (Title)

Person to contact about this filing: Susan E. Kipper (Name) (503) 295-4400 (Daytime Phone Number)

Make checks payable to the Corporation Division. Submit the completed form and fee to: Corporation Division, 188 12th Street NE, Salem, Oregon 97310-0210. If you have any questions, please call (503) 295-4144.

TO 10/25/90 PM

ATTACHMENT A TO ARTICLES OF AMENDMENT

COLLINS NEW CORP.

Item 2. State the article number(s) and set forth the article(s) as it is amended to read.

ARTICLE 1. NAME

The name of the corporation is Papa Aldo's International, Inc.

ARTICLE 4. SHARES

The corporation shall have authority to issue 200,000 shares of common stock, and each share shall have a par value of \$.01.

Submit the original
and one true copy
\$10.00



Corporation Division - Business Registry
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 378-4381

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FILED

MAY - 9 1995

Secretary of State

Survivor's Registry Number:

214428-84

ARTICLES OF MERGER

Business and/or Nonprofit Corporations

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

- Names of the corporations proposing to merge:
 - COMURPHYCO FRANCHISE CORPORATION, a California corporation *n/a*
 - PAPA ALDO'S INTERNATIONAL, INC., an Oregon corporation
- Name of the surviving corporation: Papa Aldo's International, Inc.
- A copy of the plan of merger is attached.
- Corporation A - check the appropriate statement:
 - Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
 - Shareholder/membership approval was required. The vote was as follows:

If Corporation A is a business corporation	Class(es) entitled to vote	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against
	Common	102.1	102.1	102.1	0

If Corporation A is a nonprofit corporation	Class(es) or series of shares	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against

Corporation B - check the appropriate statement:

- Shareholder/membership approval was not required. The plan was approved by a sufficient vote of the board of directors.
- Shareholder/membership approval was required. The vote was as follows:

If Corporation B is a business corporation	Class(es) entitled to vote	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against
	Common	100,000	100,000	100,000	0

If Corporation B is a nonprofit corporation	Class(es) or series of shares	Number of members entitled to vote	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against

Execution for
Surviving
Corporation

Terry A. Collins Terry A. Collins CEO
Signature Printed name Title

Person to contact about this filing: Adam P. Siegman, Esq. (415) 957-1800
Name Daytime phone number

MAKE CHECKS PAYABLE TO THE CORPORATION DIVISION OR INCLUDE YOUR VISA OR MASTERCARD NUMBER AND EXPIRATION DATE. SUBMIT THE COMPLETED FORM AND FEE TO THE ABOVE ADDRESS OR FAX TO (503) 378-4381.

117 (11/93)

107500048 5.11.200 10.00

214428-84

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of 2-10, 1995, between COMURPHYCO FRANCHISE CORPORATION, a California corporation ("CFC"), and PAPA ALDO'S INTERNATIONAL, INC., an Oregon corporation ("PAI").

R E C I T A L S:

A. WHEREAS, CFC is a corporation duly organized and validly existing under the laws of the State of California, and all of which shares are owned by Terry A. Collins and F. Robert Graham;

B. WHEREAS, CFC has authorized capital stock consisting of 100,000 shares of common stock, no par value, of which 102.1 shares have been duly issued and are now outstanding; and

C. WHEREAS, PAI is a corporation duly organized and validly existing under the laws of the State of Oregon; and

D. WHEREAS, PAI has authorized capital stock consisting of 200,000 shares of common stock, \$0.01 par value per share, of which 100,000 shares have been duly issued and are now outstanding, all of which are owned by Terry A. Collins; and

E. WHEREAS, the respective Boards of Directors of CFC and PAI have determined it is advisable that CFC be merged into PAI under and pursuant to the Oregon Business Corporation Act, upon the terms and subject to the conditions set forth herein.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein and of the mutual benefits provided hereby, the parties agree as follows:

1. MERGER

CFC shall be merged with and into PAI (the "Merger"), effective as of the time the Articles of Merger, substantially in the form attached hereto as Exhibit "A", and any other required documents are filed and made effective in accordance with the Oregon Business Corporation Act (the "Effective Time"). It is anticipated that the Effective Time will be during the month of March, 1995.

2. SURVIVING CORPORATION

The separate corporate existence of CFC shall cease at the Effective Time of the Merger, and PAI shall survive and continue in existence following the Merger and shall continue to be governed by the laws of the State of Oregon.

214428-84

3. SUCCESSION

At the Effective Time, PAI shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of CFC, all debts due to CFC or whatever account shall be vested in PAI; all claims, demands, property, rights, privileges, powers, franchises and every other interest of CFC shall be as effectively the property of PAI as they were of CFC; the title to any real estate vested by deed or otherwise in CFC shall not revert or be in any way impaired by reason of the Merger, but shall be vested in PAI; all rights of creditors and all liens upon any property of CFC shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Time of the Merger; all debts, liabilities, and duties of CFC shall thenceforth attach to PAI and may be enforced against PAI to the same extent as if such debts, liabilities, and duties had been incurred or contracted by PAI, as more fully set forth in the Oregon Business Corporation Act.

4. CONVERSION OF SHARES

By virtue of the merger and without any action by any shareholder, upon the Effective Time each share of common stock of CFC outstanding immediately prior to the Effective Time shall be converted into 432.4636 fully paid and nonassessable shares of PAI's common stock. No fractional shares of PAI shall be issued. The shares of PAI outstanding immediately prior to the merger shall not be changed by reason of the merger. Immediately after the conversion of CFC shares into PAI shares, Terry A. Collins will hold eighty-five percent (85%) of the outstanding shares of PAI and F. Robert Graham will hold fifteen percent (15%) of the outstanding shares of PAI.

5. STOCK CERTIFICATES

On or after the Effective Time, all of CFC's outstanding share certificates shall be deemed to represent ownership of PAI's shares, into which CFC's shares have been converted (as provided above). The holders of such certificates must surrender them to PAI in whatever manner it may legally require. On receipt thereof, PAI shall issue and exchange certificates for shares of its common stock representing the number of shares to which the holder is entitled as provided above.

Pending the surrender and exchange of certificates, the registered owner on CFC's books of any outstanding share certificates shall be entitled to exercise all voting and other rights, and receive any dividends payable, with respect to the shares of PAI represented by certificates (as provided above).

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6. CANCELLATION OF CFC STOCK

Immediately upon the Effective Time, each share of CFC common stock presently issued and outstanding shall be retired and canceled, and no shares of common stock or other securities of PAI or other property shall be issued in respect thereof.

7. ARTICLES OF INCORPORATION AND BYLAWS

The Articles of Incorporation and Bylaws of PAI in effect at the Effective Time shall, at and after the Effective Time, continue to be the Articles of Incorporation and Bylaws respectively, of PAI.

8. BOARD OF DIRECTORS AND OFFICERS

The persons who are members of the Board of Directors and officers of PAI immediately prior to the Effective Time shall, at and after the Effective Time, continue to be the members of the Board of Directors and officers, respectively, of PAI.

9. REPRESENTATIONS AND WARRANTIES

Each of CFC and PAI represents and warrants that (i) the execution, delivery and performance of this Agreement and the consummation by it of the transactions contemplated hereby, have been duly and validly authorized by all necessary action on its part and (ii) no consent, approval, or authorization of any third party which has not been obtained is required for the consummation of the transactions contemplated by this Agreement.

10. FURTHER ASSURANCES

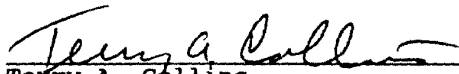
Prior to and from and after the Effective Time, the parties hereto shall take all such action as may be necessary or appropriate in order to effectuate the Merger. If PAI shall at any time consider or be advised that any acknowledgments, assignments, conveyances, assurances in law, or other similar actions are necessary or desirable to acknowledge or confirm in and to PAI any right, title, interest held by, or obligation or liability of, CFC immediately prior to the Effective Time or otherwise to carry out the provisions hereof, the proper officers and directors of CFC shall execute and deliver any and all proper acknowledgments, assignments, deeds and assurances in law and shall do all other things necessary or proper to acknowledge or confirm such right, title, interest, obligation or liability in PAI and to otherwise carry out the provisions hereof. PAI and the proper officers and directors thereof are fully authorized to take any and all such action in the name of CFC or otherwise.

214428-84

CERTIFICATE OF SECRETARY
OF
COMURPHYCO FRANCHISE CORPORATION

I, Terry A. Collins, the Secretary of COMURPHYCO FRANCHISE CORPORATION, a California corporation, hereby certify that the Agreement and Plan of Merger to which this certificate is attached, prior to having been duly signed on behalf of said corporation by the President, was duly approved and adopted by the board of directors of said corporation on 2-10, 1995.

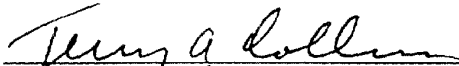
IN WITNESS WHEREOF I have hereunto set my hand this 10 day of February, 1995.


Terry A. Collins
Secretary

CERTIFICATE OF SECRETARY
OF
PAPA ALDO'S INTERNATIONAL, INC.

I, Terry A. Collins, the Secretary of PAPA ALDO'S INTERNATIONAL, INC., an Oregon corporation, hereby certify that the Agreement and Plan of Merger to which this certificate is attached, prior to having been duly signed on behalf of said corporation by the President and Secretary, was duly approved and adopted by the board of directors of said corporation on 2-10, 1995.

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of February, 1995.


Terry A. Collins
Secretary

25ups\cfc\certif.sec

214428-84

Submit the original and one true copy \$10.00



SECRETARY OF STATE Corporation Division Business Registry 158 12th Street NE Salem, OR 97310-0210 (503) 378-4166

THIS SPACE FOR OFFICE USE ONLY

FILED \$10.00

MAY 25 1995

Secretary of State

Registry Number:

214428-84

ARTICLES OF AMENDMENT By Incorporators, Directors or Shareholders

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Name of the corporation prior to amendment: PAPA ALDO'S INTERNATIONAL, INC.

2. State the article number(s) and set forth the article(s) as it is amended to read or attach a separate sheet.

See Attachment A

3. The amendment(s) was adopted on May 19, 1995. (If more than one amendment was adopted, identify the date of adoption of each amendment.)

4. Check the appropriate statement:

[X] Shareholder action was required to adopt the amendment(s). The vote was as follows:

Table with 5 columns: Class or series of shares, Number of shares outstanding, Number of votes entitled to be cast, Number of votes cast for, Number of votes cast against. Row 1: Common Stock, 144,154, 144,154, 144,154, 0

[] Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the board of directors without shareholder action.

[] The corporation has not issued any shares of stock. Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the incorporators or by the board of directors.

Execution: Terry A. Collins (Signature) Terry A. Collins (Printed name) CEO (Title)

Person to contact about this filing: Adam P. Siegman (Name) (415) 957-1800 (Daytime phone number)

Make checks payable to the Corporation Division. Submit the completed form and fee to: Corporation Division, Business Registry, 158 12th Street NE, Salem, Oregon 97310-0210.

BC-2 (9/91)

05269500755 031.219 10.00

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ATTACHMENT A TO ARTICLES OF AMENDMENT

PAPA ALDO'S INTERNATIONAL, INC.

Item 2. State the article number(s) and set for the article(s) as it is amended to read.

ARTICLE 1. NAME

The name of the corporation is Papa Murphy's International, Inc.

25\aps\pai\attach.a

214428-84

May 25 '95 10:11 No. 007 P. 02

P. 02/02

TEL:

Submit the original and one true copy \$10.00



SECRETARY OF STATE Corporation Division - Business Registry 255 Capitol Street NE, Suite 151 Salem, OR 97310-1327 (503) 966-2200 Facsimile (503) 378-4381

THIS SPACE FOR OFFICE USE ONLY

FILED JUL 24 1995 Secretary of State

Registry Number: 214428-84

ARTICLES OF CORRECTION

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

NOTE: This form may be used by business corporations, professional corporations, cooperative corporations, nonprofit corporations, water district improvement corporations, and business trusts.

1. Name of the entity: PAPA MURPHY'S INTERNATIONAL, INC.

2. Describe the document to be corrected, including the date on which it was filed (or attach a copy of the document to be corrected): Agreement and Plan of Merger, attached hereto. (Filed May 9, 1995)

3. Describe the incorrect statement and indicate the reason it is incorrect: Paragraph 6 is being corrected at the request of the California Secretary of State.

4. The incorrect statement is corrected to read (attach additional sheets, if necessary): "6. CANCELLATION OF CFC STOCK. Immediately upon the Effective Time, the CFC common stock certificates presently issued and outstanding shall be retired and cancelled."

Execution: Terry A. Collins Signature Printed name Terry A. Collins Title CEO

Person to contact about this filing: Adam P. Siegman, Esq. (415) 957-1800 Name Daytime phone number

MAKE CHECKS PAYABLE TO THE CORPORATION DIVISION OR INCLUDE YOUR VISA OR MASTERCARD NUMBER AND EXPIRATION DATE. SUBMIT THE COMPLETED FORM AND FEE TO THE ABOVE ADDRESS OR FAX TO (503) 378-4381.

143 (11/83)

07259501301 831.215 10.00

Submit the original
and one true copy
\$10.00



SECRETARY OF STATE
Corporation Division
Business Registry
158 12th Street NE
Salem, OR 97310-0210
(503) 378-4166

THIS SPACE FOR OFFICE USE ONLY

FILED
DEC - 7 1998
SECRETARY OF STATE

Non-Survivor Registry Number:

214428-84

ARTICLES OF MERGER By Shareholders

PLEASE TYPE OR PRINT CLEARLY IN BLACK INK

1. Names of the corporations proposing to merge:

A. Papa Murphy's International, Inc., Oregon registry # 214428-84
an Oregon corporation

B. Papa Murphy's International, Inc., Oregon registry # _____
a Washington corporation

2. Name of the surviving corporation: Papa Murphy's International, Inc., a Washington corporation

3. A copy of the plan of merger is attached.

4. Corporation A -- check the appropriate statement:

Shareholder approval was not required.

Shareholder approval was required. The shareholder vote was as follows:

Class or series of shares	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against
Common	144,154	144,154	144,154	∅

Corporation B -- check the appropriate statement:

Shareholder approval was not required.

Shareholder approval was required. The shareholder vote was as follows:

Class or series of shares	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against

Execution for Corporation A

Terry A. Collins Terry A. Collins President
Signature Printed name Title

Execution for Corporation B

Terry A. Collins Terry A. Collins President
Signature Printed name Title

Person to contact about this filing: Adam P. Siegman, Esq. (415) 957-1800
Name Daytime phone number

Make checks payable to the Corporation Division. Submit the completed form and fee to: Corporation Division, Business Registry, 158 12th Street NE, Salem, Oregon 97310-0210.

BC-7 (10/91)

12089582000 031.019 10.00

Gj

214428-84

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:

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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.

214425-57

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

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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

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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

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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.

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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

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

Ralph Munro, Secretary of State

FILED ^{CD}
STATE OF WASHINGTON

NOV 30 1995

RALPH MUNRO
SECRETARY OF STATE

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

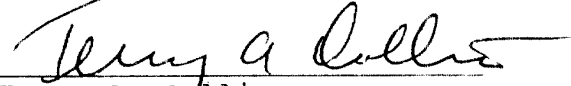
Pursuant to the Oregon Revised Statutes and RCW 23B.11.050 of the Washington Business Corporation Act, Papa Murphy's International, Inc., an Oregon corporation, ("PMI") and Papa Murphy's International, Inc., a Washington corporation ("New PMI") hereby execute the following Articles of Merger:

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

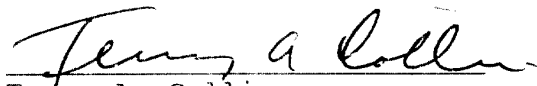
2. The Agreement was approved by the shareholders of PMI by unanimous written consent dated November 27, 1995, pursuant to Section 60.487 of the Oregon Revised Statutes; approval of the Agreement by the shareholders of New PMI was not required pursuant to RCW 23B.11.030(7) of the Washington Business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

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CONDITIONS

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

ARTICLE V
GENERAL

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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.

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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