

07-24-1998

TRADEMARKS ONLY

Documents and Trademarks:
document or copy thereof.

TRADEMARKS ONLY

MRD 7-7-98

1. Name of Party(ies) conveying

BROCK CANDY COMPANY



Name and Address of Party(ies) receiving an interest:

BROCK CANDY COMPANY
4120 Jersey Pike
Chattanooga, Tennessee 37421

Entity:

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Tennessee
- Other

Entity:

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other

Additional name(s) of conveying party(ies) attached?

Yes No

Citizenship: U.S.A.

If 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) and address(es) attached?

Yes No

3. Interest Conveyed:

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

Execution Date: October 10, 1990

Citizenship: U.S.A.

If 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) and address(es) attached?

Yes No

4. Application number(s) or registration number(s). Additional numbers attached?

A. Trademark Application No(s).

B. Trademark Registration No(s).
See Attached

Yes No

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

Pattishall, McAuliffe, Newbury,
Hilliard & Geraldson
320 Watergate Six Hundred
Washington, D.C. 20037

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0650

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

07/24/1998 DCDATES 00000028 160650 1916674

01 FC:481 40.00 CH
02 FC:482 300.00 CH

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.

Colette A. Durst-Barkey
Name of Person Signing

Colette A. Durst-Barkey
Signature

July 7, 1998
Date

TRADEMARK
Total number of pages comprising cover sheet:
REEL: 1757 FRAME: 0775

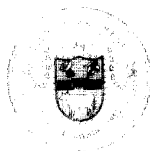
BROCK CANDY COMPANY U.S. FEDERAL REGISTRATIONS

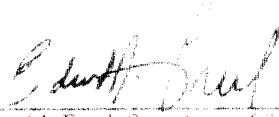
MARK	REGISTRATION NO.
FRUTIOS	1,916,674
SMOOTHERS	2,053,796
JUICY BEANS	1,922,288
BROCK	1, 952,373
HIDE A PAK	1,458,602
GUMMY SQUIRMS	1,400,575
HIDE-A-WAY EGGS	1,121,979
MEMORY	908,175
BUTTERLETS	694,329
SPEARMINTLETS	694,328
MR. CANDY DANDY	657,212
TASTE TREATS	670,674
CORDIALLY YOURS	653,833

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"BROCK CANDY COMPANY", A TENNESSEE CORPORATION,

WITH AND INTO "BROCK CANDY COMPANY" UNDER THE NAME OF "BROCK CANDY COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TENTH DAY OF OCTOBER, A.D. 1990, AT 10 O'CLOCK A.M.




Edward J. Freel, Secretary of State

2240201 8100M

981252352

FILED FOR RECORD 9169371

06-29-98
TRADEMARK

REEL: 1757 FRAME: 0777

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:00 AM 10/10/1990
720283036 - 2240201

720283036

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (hereinafter sometimes referred to as the "Agreement"), made and entered into as of this 14th day of September, 1990, by and between BROCK CANDY COMPANY, a Tennessee corporation ("Brock") and BROCK CANDY COMPANY, a Delaware corporation ("New Brock"), under the following circumstances:

The respective Boards of Directors of Brock and New Brock have determined that it is in the best interests of Brock and New Brock to merge into a single entity governed by the laws of the State of Delaware (the "Merger") in order to take advantage of the greater flexibility and certainty in corporate decision making afforded thereby.

In furtherance of the foregoing, Brock and New Brock have agreed that Brock shall merge into New Brock upon the terms and conditions and in the manner set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, provisions and covenants herein contained and the mutual benefits to be derived therefrom, the parties hereby covenant and agree as follows:

ARTICLE I

CORPORATE EXISTENCE, POWERS, AND LIABILITIES
OF SURVIVING CORPORATION

A. Brock shall be merged with and into New Brock on the terms and subject to the conditions expressed in this Agreement and Plan of Merger, and except insofar as it may be continued by statute, the separate existence of Brock shall cease upon the Effective Date of the Merger, and thereupon Brock and New Brock

(which are sometimes referred to collectively herein as the "Constituent Corporations") shall become a single corporation. The single corporate entity which shall survive the Merger, to wit New Brock, is sometimes hereinafter referred to as the "Surviving Corporation".

B. Upon the Effective Date of the Merger, as hereinafter defined, all of the rights, privileges, powers, immunities and franchises of each of the Constituent Corporations, both of a public and private nature, and all property, real, personal and mixed and all debts due on whatever account, as well for stock subscriptions as all other choses or things in action, and every other interest belonging to either of the Constituent Corporations, shall be taken and deemed to be transferred to and shall be vested in the Surviving Corporation without further act or deed, and all such rights, privileges, powers, immunities and franchises, property, debts, choses or things in action, and all and every interest of the Constituent Corporations shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and all debts, liabilities, restrictions and duties of the respective Constituent Corporations shall henceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, restrictions and duties had been incurred or contracted by it, provided, however, that any such lien shall continue in effect only as to the property of the respective Constituent Corporation as to which the same is in effect on the Effective Date of the Merger. The Surviving Corporation shall

take steps as necessary to qualify as a foreign corporation in the State of Tennessee as of the Effective Date of the Merger as set forth in Article II.

C. The parties hereby agree, respectively, that they will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest or perfect in or confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, immunities, franchises and interest referred to in this Article I of this Agreement and Plan and otherwise to carry out the intent and purpose of this Agreement and Plan.

ARTICLE II

EFFECTIVE DATE OF MERGER

The "Effective Date of the Merger" shall be the time at which this Agreement is filed in the offices of the Secretary of State of Delaware and the Secretary of State of Tennessee. Such filings shall be made as soon as practicable after the requisite approvals of the Constituent Corporations at meetings to be called and held as required by statute, and upon satisfaction or waiver of the conditions set forth in this Agreement and Plan of Merger to the obligations of the Constituent Corporations.

ARTICLE III

CERTIFICATE OF INCORPORATION AND BY-LAWS OF SURVIVING CORPORATION

From and after the Effective Date of the Merger and until thereafter amended as provided by law, the Certificate of

Incorporation and by-laws of New Brock shall be the Certificate of Incorporation and by-laws of the Surviving Corporation.

ARTICLE IV

DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

Upon the Effective Date of the Merger, the officers and directors of the Surviving Corporation shall be the same as immediately before the Effective Date of the Merger.

ARTICLE V

CANCELLATION OF ORGANIZATION STOCK

Forthwith upon the Effective Date, each of the shares of common stock of the Surviving Corporation previously issued and outstanding shall be cancelled, and no shares of such common stock or other securities of the Surviving Corporation shall be issued in respect thereof.

ARTICLE VI

MANNER OF CONVERTING SHARES OF BROCK
INTO SHARES OF SURVIVING CORPORATION

Upon the Effective Date, the authorized shares of Stock of the Surviving Corporation shall be One Million Two Hundred Fifty Thousand (1,250,000) shares of Common Stock, Class A, One Million Five Hundred Thousand (1,500,000) shares of Common Stock, Class B, each with par value of \$.01 per share, and Two Hundred Fifty Thousand (250,000) shares of Preferred Stock, with a par value of \$1.00 per share. The rights of the holders of Class A and Class B shares shall be identical, except that Class A shareholders shall have one (1) vote per share whereas Class B shareholders shall have forty (40) votes per share. Upon the Effective Date, all of the shares of common stock of Brock shall be can-

celled and, upon surrender of the Certificate(s) therefor, the shareholders of Brock shall receive a certificate representing one (1) share of Common Stock, Class B, of the Surviving Corporation for each share of Brock held by them as of the Effective Date.

ARTICLE VII

TERMINATION OF THE AGREEMENT

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned prior to the Effective Date of the Merger only as follows:

A. By the mutual consent of the boards of directors of the Constituent Corporations.

B. By Brock if the holders of the outstanding Brock common stock shall not have approved this Agreement and Plan of Merger.

C. By Brock if dissenter's rights have been properly exercised by any holder of Brock common stock, unless Brock and New Brock shall have agreed to waive this provision.

D. By Brock or New Brock if any suit, action, proceeding, arbitration, or other litigation shall have been commenced or threatened to be commenced which, in the opinion of counsel to Brock or New Brock, would pose a material restriction on or impair consummation of the Merger or create a risk of subjecting Brock or New Brock or their shareholders, officers, directors or employees to material damages, costs, liability or other relief in connection with this Agreement and Plan of Merger.

E. By either party if the Merger has not become effective for any reason by October 15, 1990.

ARTICLE VIII

AMENDMENTS

The Board of Directors of Brock, prior to the Effective Date of the Merger, may amend, modify and supplement this Agreement and Plan of Merger in such manner as it may determine at any time before or after approval by the shareholders of Brock; provided, however, that no such amendment, modification or supplement shall alter or change the terms and conditions if such alteration or change would in the judgement of the Board of Directors of Brock adversely affect the shareholders of Brock.

ARTICLE IX

EXECUTION

In order to facilitate the filing and recording of this Agreement, it has been executed in several counterparts, each of which, when so executed, shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Constituent Corporations, pursuant to and in conformity with the duly adopted resolutions of their respective boards of directors, have caused this Agreement and Plan of Merger to be executed in their respective corporate names and by their respective Chief Executive Officers.

BROCK CANDY COMPANY
(a Delaware corporation)

By: Paul K. Brock
President

ATTEST:

Robert Fleming
Secretary

BROCK CANDY COMPANY
(a Tennessee corporation)

By: Paul K Brock
President

ATTEST:

[Signature]
Secretary

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

Personally appeared before me, a Notary Public,
Kerwin C. Hetzler with whom I am personally acquainted, and who
acknowledged that he/she executed the within instrument for the
purposes therein contained.

WITNESS my hand, and seal of office, this 4th day of
October, 1990.

Kerwin C. Hetzler
Notary Public

My Commission Expires: 11-21-90

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

Personally appeared before me, a Notary Public,
Kerwin C. Hetzler with whom I am personally acquainted, and who
acknowledged that he/she executed the within instrument for the
purposes therein contained.

WITNESS my hand, and seal of office, this 4th day of
October, 1990.

Kerwin C. Hetzler
Notary Public

My Commission Expires: 11-21-90

K2H2B482/HFS

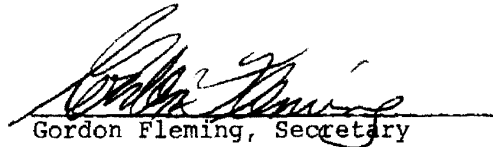
CERTIFICATE OF THE SECRETARY

OF

BROCK CANDY COMPANY

I, Gordon Fleming, the Secretary of Brock Candy Company, a Delaware corporation, hereby certify that the Agreement and Plan of Merger to which this Certificate is attached, after having been duly signed on behalf of the corporation by the President and Secretary under the corporate seal of said corporation, was duly approved and adopted by written consent of the sole stockholder on September 14, 1990.

WITNESS my hand and the seal of said Brock Candy Company, this ~~14th~~ day of September, 1990.


Gordon Fleming, Secretary

(SEAL)

K2H2B507/HFS