

04-22-1999



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RECORDATION COVER SHEET
TRADEMARKS ONLY

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MRD 4-6-99

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
10 30 95

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Edwards Acquisition Corp. Execution Date
Month Day Year
10 30 95

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Edwards Baking Company

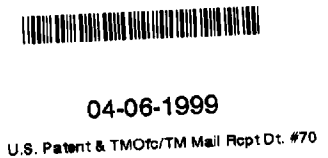
DBA/AKATA _____

Composed of _____

Address (line 1) 6875 Jimmy Carter Boulevard

Address (line 2) _____

Address (line 3) Norcross GA 30093
City State/Country Zip Code



Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Georgia

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.)

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FOR OFFICE USE ONLY

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40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 1886 FRAME: 0783

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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" value="1,100,923"/>	<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"/>	<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.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Robert H. G. Lockwood

Name of Person Signing

Signature

4/6/99

Date Signed

State of Delaware
Office of the Secretary of State

PAGE 1

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:

"EDWARDS ACQUISITION CORP.", A DELAWARE CORPORATION,
WITH AND INTO "EDWARDS BAKING COMPANY" UNDER THE NAME OF
"EDWARDS BAKING COMPANY", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF GEORGIA, AS RECEIVED AND FILED IN
THIS OFFICE THE THIRTIETH DAY OF OCTOBER, A.D. 1995, AT 2:01
O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO
THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.




Edward J. Freel, Secretary of State

2557291 8100M

950251668

AUTHENTICATION: 7694707

DATE: 10-31-95

TRADEMARK
REEL: 1886 FRAME: 0785

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of October 30, 1995, between Edwards Acquisition Corp., a Delaware corporation ("Acquisition"), and Edwards Baking Company, a Georgia corporation ("Baking").

WHEREAS, Acquisition is the holder of 9180.31078 shares of the Common Stock, par value \$1.00 per share (the "Baking Common Stock"), of Baking, such shares representing a 91.8% interest in the issued and outstanding shares of Baking Common Stock;

WHEREAS, the Board of Directors of each of Acquisition and Baking (each, a "Constituent Corporation" and collectively, the "Constituent Corporations") has adopted resolutions duly authorizing the merger of Acquisition with and into Baking (the "Merger"), with Baking the surviving corporation, pursuant to Section 252 of the General Corporation Law of the State of Delaware (the "GCL") and Section 14-2-1104 of the Business Corporation Code of the State of Georgia (the "BCC"), upon the terms and conditions contained in this Agreement;

WHEREAS, the Board of Directors of each of the Constituent Corporations has directed that this Agreement be submitted to the stockholders of such Constituent Corporations for adoption to the extent required by law; and

WHEREAS, the undersigned officer, being the Vice President and Secretary of each of the Constituent Corporations, hereby certifies, pursuant to Section 252(c) of the GCL, that this Agreement has been unanimously adopted and approved by the stockholders of each of the Constituent Corporations;

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions contained herein do hereby prescribe the terms and conditions of the Merger and mode of carrying the same into effect as follows:

ARTICLE I
THE MERGER

1.1 Surviving Corporation. Upon the filing of (i) this Agreement with the Secretary of State of the State

of Delaware, in accordance with Sections 252 and 103 of the GCL, and (ii) Articles of Merger with the Secretary of State of the State of Georgia, in accordance with Section 14-2-1105 of the BCC (the time when both such filings have occurred being referred to herein as the "Effective Time"), Acquisition (the "Merged Corporation") shall be merged with and into Baking and Baking shall be the surviving corporation (the "Surviving Corporation"), and Baking's name shall thereafter continue to be Edwards Baking Company.

1.2 Articles of Incorporation; By-Laws. The Articles of Incorporation and By-Laws of Baking, as heretofore amended and in effect immediately prior to the Effective Time, shall continue in full force and effect as the Articles of Incorporation and By-Laws, respectively, of the Surviving Corporation until further amended as provided therein or by law.

1.3 Directors; Officers. (a) At the Effective Time, each director of Acquisition shall cease to hold such office and each director of Baking shall continue as a director of the Surviving Corporation for the remainder of his term of office and until his successor shall be elected or appointed and qualified, as provided in the Articles of Incorporation or By-Laws of the Surviving Corporation or by law, as the case may be.

(b) At the Effective Time, each officer of Acquisition shall cease to hold such office and each officer of Baking shall continue as an officer of the Surviving Corporation and shall thereupon hold such office until his resignation or removal therefrom.

1.4 Common Stock of the Constituent Corporations.

(a) Each share of common stock of Baking (the "Baking Common Stock") that is issued and outstanding and not held by Acquisition immediately prior to the Effective Time of the Merger shall remain issued and outstanding. Each share of Baking Common Stock that is issued and outstanding and held by Acquisition immediately prior to the Effective Time shall be cancelled, and no consideration shall be paid to Acquisition for such stock.

(b) At and after the Effective Time, the shares of common stock of Acquisition ("Acquisition Common Stock"), issued and outstanding immediately prior to the Effective Time, shall be cancelled and converted in the aggregate, by virtue of the Merger and without any action on the part of

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the holders thereof, to 9180.31078 shares of the Baking Common Stock.

(c) Acquisition Certificates. At and after the Effective Time, each certificate representing one or more shares of Acquisition Common Stock issued and outstanding immediately prior to the Effective Time shall, as promptly as practicable thereafter, be surrendered to Baking and cancelled, whereupon Baking shall issue new certificates representing the shares of Baking Common Stock to which such shares of Acquisition Common Stock have been converted.

1.5 Closing of Transfer Books. At the Effective Time, the transfer books for the Acquisition Common Stock shall be closed and no transfer of shares of Acquisition Common Stock shall thereafter be made on such books.

ARTICLE II MISCELLANEOUS

2.1 Transfer of Acquisition Rights. Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporation shall be transferred to, vested in and devolve upon the Surviving Corporation without further act or deed and all property, rights and every other interest of the Surviving Corporation and the Merged Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merged Corporation, respectively.

2.2 Further Assurances. From time to time on and after the Effective Time, each party hereto agrees that it will execute and deliver or cause to be executed and delivered all such further assignments, assurances or other instruments, and shall take or cause to be taken all such further actions, as may be necessary or desirable to consummate the Merger and the other transactions contemplated by this Agreement.

2.3 Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by mutual consent of the Boards of Directors of the Constituent Corporations, whether before or after approval of this Agreement by the stockholders of the Constituent Corporations. In the event of such termination, this Agreement shall become void and have no effect, without

any liability on the part of any party hereto or its directors, officers or stockholders in respect of this Agreement.

2.4 Amendment. At any time prior to the Effective Time, the parties hereto may by written agreement amend, modify or supplement any provision of this Agreement, provided that any such amendment, modification or supplement made subsequent to the adoption of this Agreement by the stockholders of any Constituent Corporation shall not without the approval of the holders of the requisite number of shares of capital stock of such Constituent Corporation (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received for or on conversion of all or any of the shares of any class of capital stock of such Constituent Corporation in respect of the Merger, (b) alter or change any term or provision of the Articles of Incorporation or By-laws of the Surviving Corporation, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporation.

2.5 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Delaware.

2.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

2.7 Miscellaneous. The headings set forth herein are for convenience only and shall not be used in interpreting the text of the section in which they appear. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original, and all such counterparts when taken together shall constitute but one and the same instrument.

2.8 Service of Process. The Surviving Corporation may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Acquisition, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings

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pursuant to the provisions of section 262 of Title 8 of the Delaware Code and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is Edwards Baking Company, One Lemon Lane, Atlanta, Georgia 30307, Attention: Thomas M. Garvin, until the Surviving Corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to, and leaving with, the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to said Edwards Baking Company at the above address.

IN WITNESS WHEREOF, each of Acquisition and Baking, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors, has caused this Agreement and Plan of Merger to be executed by a duly authorized officer thereof as of the date first above written.

EDWARDS ACQUISITION CORP.

By [Signature]
Name: Kevin M. Kelley
Title: Vice President and Secretary

EDWARDS-BAKING COMPANY

By [Signature]
Name: Kevin M. Kelley
Title: Vice President and Secretary

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