

05-25-1999

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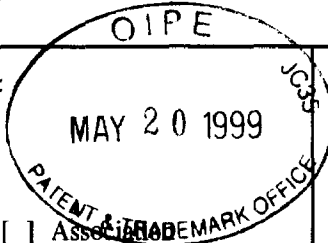


MLD 5-20-99

101044879

Attorney's Docket No. 030768-271

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):

Lykes Pasco Packing Co.

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

Other: Florida Corporation

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: _____

Execution Date: October 10, 1986

2. Name and address of receiving party(ies):

Name: Lykes Pasco, Inc.

Address: 15000 Highway 301 North
Dade City, Florida 33525

- Individual(s) Citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Florida Corporation

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)

1,125,955

Additional numbers attached? Yes No

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

Name: Bassam N. Ibrahim, Esq.

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

05/25/1999 DNGUYEN 00000224 1125955

01 FC:481

40.00 DP

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.

Bassam N. Ibrahim, Esq.
Name of Person Signing

Signature

May 20, 1999
Date

Total number of pages including cover sheet, attachments, and document: 15

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

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 001900 FRAME: 0243

State of Florida



Department of State

I certify the attached is a true and correct copy of Articles of Merger, filed on October 10, 1986, merging LYKES PASCO PACKING CO., a Florida corporation into LYKES PASCO, INC., the surviving Florida corporation, as shown by the records of this office.

The document number for the surviving corporation is J34292.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
10th day of October, 1986.



CER-101

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

ARTICLES OF MERGER

Pursuant to Section 607.214 and Section 607.224 of the Florida General Corporation Act, Lykes Pasco Packing Co., a Florida corporation ("Packing Co.") and Lykes Pasco, Inc., a Florida corporation ("Lykes") adopt the following Articles of Merger for the purpose of merging (the "Merger") Packing Co. into Lykes, the latter of which is to survive the Merger.

ARTICLE I

That certain Agreement and Plan of Merger (the "Agreement") dated September 22, 1986, by and between Packing Co. and Lykes was duly approved by the shareholders of Packing Co. on October 7, 1986 and was approved by unanimous consent of the shareholders of Lykes on October 7, 1986.

ARTICLE II

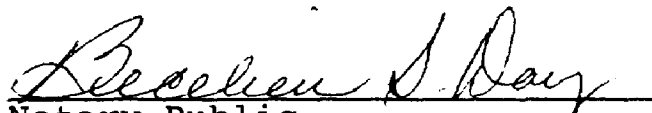
The Agreement states and the Merger is to be effective upon the date of filing of these Articles of Merger with the Department of State of Florida.

ARTICLE III

Pursuant to the Agreement, each issued and outstanding common share of Packing Co. not owned by Lykes Bros. Inc. shall be converted into a right to receive the sum of Nine Hundred Dollars (\$900.00). Such sum will be paid upon surrender of the certificate of such shares. All issued and outstanding common shares of Packing Co. owned by Lykes Bros. Inc. shall be converted into an aggregate number of common shares of Lykes totalling 900 shares. All treasury shares of Packing Co. shall cease to exist in the Merger.

STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 7th day of October, 1986, by Tom L. Rankin, President of LYKES PASCO, INC., on behalf of the corporation.


Notary Public
State of Florida at Large
My commission expires:
July 12, 1988

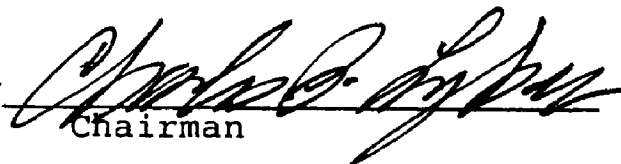
CONSENT OF SHAREHOLDER IN LIEU OF MEETING

The undersigned, the sole shareholder of Lykes Pasco, Inc., does hereby adopt by unanimous consent pursuant to Florida Statutes Section 607.394, the following resolution:

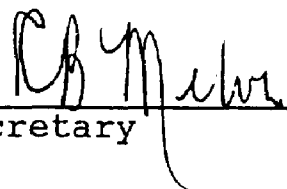
RESOLVED: the shareholder of Lykes Pasco, Inc. approves the Agreement and Plan of Merger by and between Lykes Pasco, Inc. and Lykes Pasco Packing Co., both Florida corporations, whereby Lykes Pasco Packing Co. will be merged with and into Lykes Pasco, Inc.

In witness whereof, the sole shareholder of Lykes Pasco, Inc. has executed this consent this 7th day of October, 1986

LYKES BROS. INC.

BY 
Chairman

ATTEST:


Secretary

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, effective as of Sept 22, 1986, by and between LYKES PASCO PACKING CO., a Florida corporation ("Packing Co.") and LYKES PASCO, INC., a Florida corporation ("LYKES"), said corporations sometimes herein referred to collectively as "Constituent Corporations."

The Board of Directors of Packing Co. and the Board of Directors of Lykes deem it to the benefit and advantage of each of said corporations and their respective stockholders that said corporations merge under and pursuant to the provisions of Section 607.214 of the General Corporation Act of the State of Florida, and the Board of Directors of each corporation of the Constituent Corporations, by resolution duly adopted, have approved this Agreement and Plan of Merger (sometimes herein called the "Agreement") and a majority of the directors of each corporation has duly authorized the execution of the same and each of said Board of Directors has directed that the Agreement be submitted to a vote of the respective stockholders of Packing Co. and Lykes at stockholder meetings called separately for the purpose of considering approval of the Agreement.

In consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereto agree that in accordance with the provisions of Section 607.214 of the General Corporation Act of the State of Florida, Packing Co. shall be merged with and into Lykes (the "Merger"), and that the terms and conditions of such Merger and the mode of carrying it into effect are, and shall be, as herein set forth.

ARTICLE I

Except as otherwise provided herein, the corporate existence of Lykes, with all its purposes, powers and objects, shall continue in effect and unimpaired by the Merger, and the corporate identity and existence, with all the purposes, powers, and objects of Packing Co., shall be merged into Lykes and Lykes, as the corporation surviving the Merger, shall be fully vested therewith. The separate existence and corporate organization of

Packing Co. shall cease as soon as the Merger shall become effective as herein provided, and thereupon Packing Co. and Lykes shall be a single corporation, to wit, Lykes (hereinafter sometimes referred to as "Surviving Corporation"). This Agreement shall continue in effect and the Merger shall become effective only if the Agreement is adopted by the stockholders of the Constituent Corporations as provided in Article IX hereof.

The Merger shall become effective upon the filing of the Articles of Merger with the Department of State of Florida. The date when the Merger becomes effective is sometimes herein referred to as the "Effective Date of the Merger."

ARTICLE II

Upon the Effective Date of the Merger, the Articles of Incorporation of Lykes shall be the Articles of Incorporation of the Surviving Corporation. Said Articles of Incorporation are made a part of the Agreement with the same force and effect as if set forth in full.

ARTICLE III

Upon the Effective Date of the Merger, the By-Laws of Lykes shall be the By-Laws of the Surviving Corporation until the same shall thereafter be altered, amended, or repealed in accordance with law, the Articles of Incorporation, and said By-Laws.

ARTICLE IV

On the Effective Date of the Merger, the Surviving Corporation shall continue in existence and, without further transfer, succeed to and possess all of the rights, privileges and purposes of each of the Constituent Corporations; and all of the property, real and personal, including subscriptions to shares, causes of action and every other asset of the Constituent Corporations, shall vest in the Surviving Corporation without further acts or deeds; and the Surviving Corporation shall be liable for all of the liabilities, allegations and penalties of each of the Constituent Corporations. No liability or obligations due or to become due, claim or demand for any cause existing

against either corporation, or any stockholder, officer, director or employee thereof, shall be released or impaired by such Merger. No action or proceeding, whether civil or criminal, and pending by or against either Constituent Corporation or any stockholder, officer or director or employee thereof shall abate or be discontinued by such Merger, but may be enforced, prosecuted, defended, settled or compromised as if such Merger had not occurred or the Surviving Corporation may be substituted in any action or proceeding in place of either Constituent Corporation.

If at any time the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to vest, perfect, or confirm of record in the Surviving Corporation the title to any property or rights of the Constituent Corporations or otherwise to carry out the provisions hereof, the proper officers and directors of the Constituent Corporations, as of the Effective Date of the Merger, shall execute and deliver any and all properties, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the provisions hereof.

ARTICLE V

The number of shares of stock which the Surviving Corporation shall have authority to issue shall be 7,500 shares of capital stock all of which shares shall be common shares of the par value of \$1.00 per share.

ARTICLE VI

Upon the Effective Date of the Merger, each issued and outstanding share of common stock of Packing Co. not owned by Lykes Bros. Inc. shall be and become converted into a right to receive the sum of Nine Hundred Dollars (\$900.00). Upon the surrender by a shareholder other than Lykes Bros. Inc. of any such certificate to the Surviving Corporation at 215 Madison Street, Tampa, Florida 33602, the transferee or other holder of

the certificate surrendered shall receive in exchange thereof such sum. Upon the Effective Date of the Merger, all issued and outstanding shares of common stock of Packing Co. owned by Lykes Bros. Inc. shall be and become converted into an aggregate number of common shares of Lykes totalling 900 shares. There are no options or rights outstanding to acquire shares of Packing Co. Notwithstanding the above, all treasury shares of Packing Co. shall be cancelled and cease to exist in the Merger.

ARTICLE VII

No amendments or changes are to be made in the Articles of Incorporation of Lykes by the Merger. No changes are to be made in the Merger to the shares of common stock of Lykes, all of which are owned by Lykes Bros. Inc., outstanding prior to the Merger.

ARTICLE VIII

All corporate acts, plans, policies, approvals and authorizations of Packing Co., its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as they were on Packing Co. The employees of Packing Co. shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits being enjoyed as employees of Packing Co.

ARTICLE IX

The Agreement shall be submitted to the stockholders of each of the Constituent Corporations as provided by the applicable laws of the State of Florida. There shall be required for the adoption of this Agreement by Packing Co., the affirmative vote of the holders of at least a majority of the common shares entitled to vote; and by Lykes, the affirmative vote of the holders of at least a majority of the common shares entitled to vote.

ARTICLE X

This Agreement may be terminated and abandoned by a resolution of the Board of Directors of Packing Co. or a resolution of the Board of Directors of Lykes, prior to the Merger becoming effective. In the event of the termination or the abandonment of this Agreement pursuant to the foregoing provisions of this Article X, this Agreement shall become void and of no further effect without any liability on the part of either of the Constituent Corporations or their stockholders or the directors or officers in respect thereof.

ARTICLE XI

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute the one and the same instrument.

IN WITNESS WHEREOF, each party to this Agreement has executed this Agreement effective as of the date first above written.

LYKES PASCO PACKING CO.

ATTEST:

G. W. Piersall
G. W. Piersall, Secretary

By: Tom L. Rankin
Tom L. Rankin, President

LYKES PASCO, INC.

ATTEST:

G. W. Piersall
G. W. Piersall, Secretary

By: Tom L. Rankin
Tom L. Rankin, President

STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)

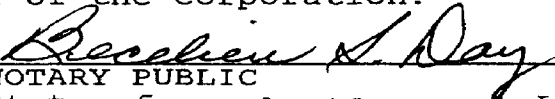
The foregoing instrument was acknowledged before me this 22nd day of September, 1986, by Tom L. Rankin, President of LYKES PASCO PACKING CO., on behalf of the corporation.

Rebecca J. Day
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:
July 12, 1988

STATE OF FLORIDA)
) SS
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 22nd day of September, 1986, by Tom L. Rankin, President of LYKES PASCO, INC., on behalf of the corporation.


NOTARY PUBLIC
State of Florida at Large

My Commission Expires:
July 12, 1988