

09-21-1999

Docket No.: 22168

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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TMC5/REV02



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies)
La Siesta Foods, Inc.



MD 9-13-99

09-13-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #30

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **2 January 1996**

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

Name: **Reser's Fine Foods, Inc.**

Internal Address:

Street Address: **15570 SW Jenkins Road**

City: **Beaverton** State: **OR** ZIP: **97006**

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,792,814
1,579,296

Additional numbers Yes No

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

Name: **Thomas H. Van Hoozer**

Internal Address: **Hovey, Williams, Timmons & Collins**

Street Address: **2405 Grand Boulevard, Suite 400**

City: **Kansas City** State: **MO** ZIP: **64108**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-0522

DO NOT USE THIS SPACE

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01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

Thomas H. Van Hoozer

Name of Person Signing

Thomas H. Van Hoozer

Signature

9/10/99

Date

TRADE MARK

REEL: 001960 FRAME: 0905

723-210-2(3)
80-607-7

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into the 2 day of January, 1996, by and among Reser's Fine Foods, Inc., an Oregon corporation, hereinafter referred to as either "Reser's" or "the Surviving Corporation", and La Siesta Foods, Inc., a Kansas corporation, hereinafter referred to as "La Siesta".

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WHEREAS, La Siesta is a corporation duly organized and lawfully existing under the laws of the State of Kansas; and

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WHEREAS, Reser's has authority to issue 2,000,000 shares of twenty-five cent (25¢) par value common stock, of which 250,341 shares are issued and outstanding; and

WHEREAS, the Board of Directors of each of La Siesta and Reser's has reviewed the management and operations of La Siesta and has determined the corporations to be engaged in compatible lines of business, and has further determined that a merger of the corporations would enhance the efficiency of their respective operations and improve the quality of management by allowing a consolidation of management, assets and expertise, all of which will, in the opinion of the respective Boards, enhance the profitability of the corporate operations of each through economies of scale. Accordingly, the Boards of La Siesta and Reser's deem it advisable and in the best interests of the corporation and its stockholders that La Siesta Foods, Inc. be merged with Reser's Fine Foods, Inc. on the terms and conditions provided herein, and in accordance with the laws of the State of Kansas; and

WHEREAS, the Board of La Siesta has adopted resolutions approving said merger, upon the terms and conditions hereinafter set forth, by unanimous consent of all directors; and

WHEREAS, La Siesta will present the question of the merger under this Agreement to the stockholders of the corporation for the purpose of obtaining stockholder approval of said merger.

ELVIS J. WENORS
SECRETARY OF STATE

JAN 03 2 17 PM '96

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NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions herein contained, La Siesta agrees as follows:

1. La Siesta, by and through its Board of Directors and officers, does hereby agree to merge La Siesta with Reser's Fine Foods, Inc., effective January 2, 1996 ("Effective Date"). If the merger herein contemplated and this Agreement and Plan of Merger are duly approved and adopted by the consent of the stockholders of La Siesta, then subject to the terms and conditions hereinafter set forth, the fact of such approval shall be certified on this Agreement by the Secretary of La Siesta. If this Agreement is so adopted and certified, the officers and directors of La Siesta will proceed to execute, acknowledge, and file with the Kansas Secretary of State such certified copies of resolutions and any and all other documents as may be required to effect the merger of La Siesta Foods, Inc. with Reser's Fine Foods, Inc.

2. Upon the completion of the foregoing action, the existence of La Siesta Foods, Inc. shall cease and shall be merged into Reser's Fine Foods, Inc., which corporation shall survive such merger and shall continue in existence under and be governed by the laws of the State of Oregon.

3. Upon and after the effectiveness of the merger of La Siesta in accordance with the terms of this Agreement, the name of the Surviving Corporation shall be:

RESER'S FINE FOODS, INC.

4. The Surviving Corporation shall, upon the Effective Date and thereafter, possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of La Siesta and all property, real, personal and mixed, and to all debts due on whatever account, including subscriptions to shares, and all other rights in action, and all and every other interest of, belonging to, or due to La Siesta shall be taken and deemed to be vested in

the Surviving Corporation without further act or deed, and the title to all real estate, or any interest therein, vested in La Siesta shall not revert or be in any way impaired by reason of this Agreement or the subsequent merger.

5. The Surviving Corporation shall, upon the Effective Date and thereafter, be subject to all restrictions, disabilities and duties of La Siesta and the Surviving Corporation shall be responsible and liable for all of the liabilities, obligations and debts of La Siesta.

6. From and after the Effective Date of the merger, any claim existing or action or proceeding pending by or against La Siesta may be prosecuted to judgment against the Surviving Corporation as if the merger has not taken place. The Surviving Corporation may be substituted in the place of La Siesta Foods, Inc. and neither the rights of creditors nor any liens upon the property of La Siesta shall be impaired by the merger.

7. There are, at the time of the execution of this Agreement, no options outstanding in Reser's or La Siesta under the terms of which any person has any right, interest or claim for the purchase of the common stock, debt obligations, or other securities of said corporations. Reser's and La Siesta further specifically represent, warrant and agree that La Siesta shall not, from the date of the execution hereof through the Effective Date of the merger, issue or cause to be issued any such option.

8. The aggregate amount of the net assets of La Siesta available for the payment of dividends immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital, shall continue to be available for the payment of dividends by the Surviving Corporation.

9. The manner of converting the shares of La Siesta into shares of the Surviving Corporation shall be as follows:

a. Upon the Effective Date of the merger, all of the issued and outstanding capital stock of La Siesta shall be surrendered to the Surviving Corporation by the holders thereof.

b. The common stock of La Siesta shall be canceled, and the assets of La Siesta shall be considered assets of the Surviving Corporation.

10. If at any time the Surviving Corporation shall deem or be advised that any further deeds, assignments, assurances in law or other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property of any of the Constituent Corporations in the Surviving Corporation, the proper officers and directors of La Siesta shall and will execute, make and deliver any and all such proper deeds, assignments and assurances in law and do all things necessary or proper so to vest, perfect or confirm title to such property in the Surviving Corporation and otherwise to carry out the purposes of the Agreement and effect the merger herein contemplated.

11. The Articles of Incorporation of Reser's as filed with the Oregon Secretary of State, shall be and constitute the Articles of Incorporation of the Surviving Corporation. Said Articles of Incorporation shall not be amended in any respect by reason of this Agreement or the effectiveness of the merger, and said Articles of Incorporation as filed in the office of the Oregon Secretary of State shall constitute the Certificate of Incorporation of the Surviving Corporation unless and until further amended by the Surviving Corporation after the Effective Date of the merger in the manner provided by law.

12. The Bylaws of Reser's as existing and constituted immediately prior to the Effective Date of merger shall be and constitute the Bylaws of the Surviving Corporation.

13. The Board of Directors and the officers of Reser's immediately prior to the Effective Date of the merger shall be and

constitute the Board of Directors and the officers of the Surviving Corporation.

14. Reser's as the Surviving Corporation, shall pay all expenses of carrying this Agreement into effect and accomplishing the merger herein contemplated.

15. This Agreement and the contemplated merger may be abandoned by La Siesta by an appropriate resolution of its Board of Directors at any time prior to or after its approval by the stockholders thereof as the case may be, or by the mutual consent of La Siesta evidenced by appropriate resolution of its Board of Directors, at any time prior to the Effective Date of the merger.

16. Reser's does hereby affirm and state that it has outstanding, as of the date of the execution of this Agreement, 250,341 shares of twenty-five cent (25¢) par value common stock, all of which stock is fully paid and nonassessable.

17. La Siesta does hereby affirm and state that it has outstanding, as of the date of the execution of this Agreement, 45,000 shares of One Dollar (\$1.00) par value common stock, all of which stock is fully paid and nonassessable.

18. The assets and liabilities of La Siesta as of the Effective Date of the merger, shall be taken on the books of the Surviving Corporation in the amounts at which they are carried at that time on the books of La Siesta. Differences in the accounting procedures of the corporations shall be reconciled as determined by the Surviving Corporation.

19. It is the intention of the parties to this Agreement and Plan of Merger that the merger set out in this Agreement shall, when effected, constitute a statutory merger within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, each of the parties hereto, 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 their respective President and Secretary, the day and year first above written

RESER'S FINE FOODS, INC.

Alvin A. Reser

President

ATTEST:

Daryn M. Will

Secretary

LA SIESTA FOODS, INC.

Mark B. Russell

Mark B. Russell
President

ATTEST:

JH

Secretary

ACKNOWLEDGMENTS

STATE OF Oregon)
COUNTY OF Washington) ss:

BE IT REMEMBERED, that on this 2ND day of ~~September~~ ^{January}, 1998, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alvin A. Reser, President of Reser's Fine Foods, Inc. and Daryn M. Will, Secretary of Reser's Fine Foods, Inc., who are personally known to me to be the same persons who executed the foregoing Agreement as President and Secretary, respectively, of said Corporation, and said President duly acknowledged the execution of the same as the act of said

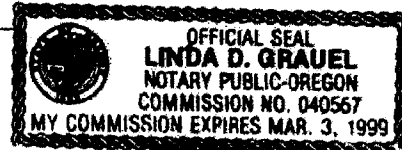
Corporation and said Secretary duly acknowledged the attestation of the same as such Secretary, for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Linda D. Grauel
Notary Public

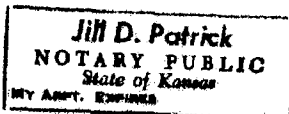
My Appointment Expires: Mar. 3, 1999

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)



BE IT REMEMBERED, that on this 2nd day of January, 1996 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mark B. Russell, President of La Siesta Foods, Inc. and Neil Russell, Secretary of La Siesta Foods, Inc., who are personally known to me to be the same persons who executed the foregoing Agreement as President and Secretary, respectively, of said Corporation, and said President duly acknowledged the execution of the same as the act of said Corporation and said Secretary duly acknowledged the attestation of the same as such Secretary, for and on behalf of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Jill D. Patrick
Notary Public

My Appointment Expires: 9-20-99