

12-09-1999

ET

Docket No.:



.Y

101217659

attached original documents or copy thereof.

Tab settings → → → ▼
To the Honorable Commissioner of P.

1. Name of conveying party(ies):

Big B Food Systems, Ltd.

Name and address of receiving party(ies):

Jack's Family Restaurants, Inc.

11-30-1999

U.S. Patent & TMO/™ Mail Rcpt Dt. 31

Internal Address: Suite 215

Street Address: 133 West Oxmoor Road

City: Birmingham State: AL ZIP: 35209

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

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

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

3. Nature of conveyance:

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

Execution Date: September 26, 1994

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)

1,126,012

Additional numbers Yes No

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

Name: Kenneth M. Bush

Internal Address: VEAL & BUSH, LLC

Street Address: 200 Cahaba Park Circle, Suite 125

City: Birmingham State: AL ZIP: 35242

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

8. Deposit account number:

500376

12/09/1999 TTON11 00000011 1126012

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

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.

Kenneth M. Bush, Reg. No. 40,544

Name of Person Signing

Signature

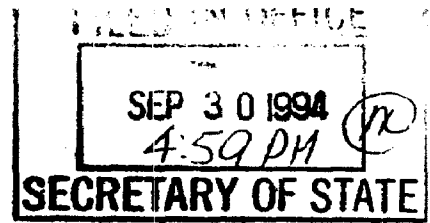
11/30/1999

Date

Total number of pages including cover sheet, attachments, and



TRADEMARK



STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT AND ARTICLES OF MERGER

THIS AGREEMENT AND ARTICLES OF MERGER, dated this 30th day of September, 1994, made by and between **BIG B FOOD SYSTEMS, LTD.**, a limited partnership organized and existing under the laws of the State of Alabama (hereinafter referred to as the "Merging Company"), and **JACK'S FAMILY RESTAURANTS, INC. (formerly Benny M. LaRussa, Inc.)**, a corporation organized and existing under the laws of the State of Alabama (hereinafter referred to as the "Surviving Corporation");

WITNESSETH:

WHEREAS, all of the partners of Merging Company and the sole member of the Board of Directors and sole Shareholder of the Surviving Corporation parties hereto, in consideration of the mutual agreements of each business entity as set forth herein, deem it advisable, and generally for the welfare of each of the business entities and their respective partners and shareholders, that the Merging Company merge itself into the Surviving Corporation, as authorized by the Alabama Limited Partnership Act, Section 10-9A-191, and the Alabama Business Corporation Act, Section 10-2A-143, pursuant to the terms and conditions hereafter set forth;

NOW, THEREFORE, the business entities, parties to this agreement, by and between their respective partners and shareholders, in consideration of the mutual covenants, agreements and provisions hereinafter contained, have agreed and do agree each with the other that the Merging Company merge itself into the Surviving Corporation pursuant to the applicable provisions of the Alabama Limited Partnership Act, and do hereby agree upon and prescribe the terms and conditions of the merger and of carrying the same into effect, as follows:

1. ORGANIZATION OF BUSINESS ENTITIES. The Limited Partnership of the Merging Company was formed in Jefferson County, Alabama on the 3rd day of December, 1979, and the Articles of Incorporation of the Surviving Corporation were filed in Jefferson County, Alabama on the 14th day of December, 1966.

2. APPROVAL OF MERGER. The Articles of Merger contained in this Agreement have been unanimously approved by the General Partner and all of the Limited Partners of the Merging Company as evidenced by their signatures hereto; and, after having been first duly approved unanimously by the Board of Directors of the Surviving Company, were submitted to and duly approved by the consent of the sole shareholder of the Surviving Corporation required to vote thereon.

3. PLAN OF MERGER. Effective upon issuance of the Certificate of Merger by the Secretary of State of Alabama, the Merging Company hereby merges itself into the Surviving Corporation, and the Surviving Corporation shall be the surviving business entity resulting from the merger and shall continue to operate under the name of Jack's Family Restaurants, Inc.

The principal office of the Surviving Corporation, 133 West Oxmoor Road, Suite 215, Birmingham, Alabama 35209, shall maintain a copy of this Agreement and Articles of Merger and on request and without cost, provide a copy to any person holding an interest in any business entity which is a party to the merger.

The Surviving Corporation shall pay all the expenses of carrying this Agreement and Articles of Merger into effect and of accomplishing the merger.

Upon the date when this Agreement and Articles of Merger shall become effective, the separate existence of the Merging Company shall cease, and the Merging Company shall be merged into the Surviving Corporation, which shall possess all the rights, privileges, powers and franchises, and be subject to all of the restrictions, liabilities and duties of each of the business entities to this Agreement, and all and singular, the rights, privileges, powers and franchises of each of the business entities, and all property, real, personal and mixed, and all debts due to each of the business entities shall be vested in the Surviving Corporation; and all property, rights and privileges, powers and franchises, and all and every other interest, shall thereafter be as effectively the property of the Surviving Corporation as they were of the respective constituent business entities and the title to any real estate, or the leasehold estate in any real estate, whether by deed, lease or otherwise, vested in any of the business entities hereto, shall not revert or be in any way impaired by reason of this merger, provided that all the rights of creditors and all liens upon the property of any of the business entities parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the Merging Company, including without limitation its obligation under any leases, shall attach to the Surviving Corporation and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

If, at any time, the Surviving Corporation shall consider or be advised that any further actions are necessary or desirable to vest in the Surviving Corporation according to the terms hereof, the title to any property or rights of the Merging Company the General Partner of the Merging Company shall and will execute and make all such proper assignments and assurances, and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement and Articles of Merger.

The Surviving Corporation shall be governed by the laws of the State of Alabama. Until altered, amended or repealed, as therein provided, the By-Laws of the Surviving Corporation in effect as of the date of this Agreement, shall continue to be the By-Laws of the Surviving Corporation, and the current officers and directors of the Surviving Corporation shall continue to serve in their capacities as such officers and directors until their successors are duly elected and qualified.

The manner of converting the partnership interests of the Merging Company into shares of the Surviving Corporation shall be as follows:

a. Prior to the filing and recording of this Agreement, the holders and owners of all the partnership interests of the Merging Company and the holder and owner of all the issued and outstanding common capital shares of the Surviving Corporation were as follows:

The Merging Company:

<u>PARTNERS' NAME</u>	<u>PERCENTAGE OF PARTNERSHIP</u>
General Partner: Jack's Family Restaurants, Inc.,	50.0 %
Limited Partners: Benny LaRussa, Jr. Investment Co., Inc.	8-1/3%
David LaRussa Investment Co., Inc., (formerly LFC, Inc.)	8-1/3%
John LaRussa Investment Co., Inc.	8-1/3%
Joseph LaRussa Investment Co., Inc.	8-1/3%
Karen LaRussa Investment Co., Inc.	8-1/3%
Marion LaRussa Investment Co., Inc.	8-1/3%

The Surviving Corporation:

<u>SHAREHOLDER'S NAME</u>	<u>NO. OF SHARES</u>
Benny M. LaRussa	250

b. Immediately prior to the filing and recording of this Agreement and as an integral part of the merger hereunder, all Limited Partners, being Alabama corporations, shall, by separate Agreement and Articles of Merger, merge with and into the Surviving Corporation (the "Corporate Merger").

c. Upon the effective date of this merger and the Corporate Merger, all of the partnership interests of the Merging Company shall be transferred, exchanged and converted into shares of common capital stock of the Surviving Corporation.

d. Upon the effective date of this merger and the Corporate Merger, all of the shares of the Surviving Corporation owned by the sole shareholder immediately prior to the merger shall be cancelled and re-issued as follows:

<u>SHAREHOLDER'S NAME</u>	<u>NO. OF SHARES</u>
Benny M. LaRussa	250
Benny LaRussa, Jr.	41-2/3
David LaRussa	41-2/3
John LaRussa	41-2/3
Joseph LaRussa	41-2/3
Karen LaRussa	41-2/3
Marian LaRussa	41-2/3

IN WITNESS WHEREOF, the parties to this Agreement and Articles of Merger, have caused these presents to be executed on this the 26th day of September, 1994.

BIG B FOOD SYSTEMS, LTD.
an Alabama limited partnership

By: JACK'S FAMILY RESTAURANTS, INC.,
General Partner

By: 
Benny M. LaRussa, President

By: BENNY LARUSSA, JR. INVESTMENT
COMPANY, INC., Limited Partner

By: 
Benny M. LaRussa, President

By: DAVID LARUSSA INVESTMENT CO., INC.,
Limited Partner

By: 
David LaRussa, President

By: JOHN LARUSSA INVESTMENT CO., INC.,
Limited Partner

By: 
John LaRussa, President

By: JOSEPH LARUSSA INVESTMENT CO., INC.,
Limited Partner

By: 
Joseph LaRussa, President

By: KAREN LARUSSA INVESTMENT CO., INC.,
Limited Partner

By: 
Karen LaRussa, President

By: MARION LARUSSA INVESTMENT CO., INC.,
Limited Partner

By: Marian LaRussa
Marian LaRussa, President

(THE "MERGING COMPANY")

JACK'S FAMILY RESTAURANTS, INC.
an Alabama corporation

By: Benny M. LaRussa
Benny M. LaRussa,
Its President

By: Anne B. LaRussa
Anne B. LaRussa,
Its Secretary, who by this
signature also attests

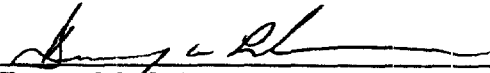
(CORPORATE SEAL)

(THE "SURVIVING CORPORATION")

VERIFICATION OF MERGING COMPANY

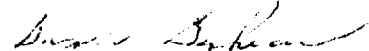
I, the undersigned, as President of Jack's Family Restaurants, Inc., the General Partner of Big B Food Systems, Ltd., an Alabama limited partnership (the "Merging Company"), do hereby verify that the above and foregoing instrument represents the Agreement and Articles of Merger between the Merging Company and Jack's Family Restaurants, Inc., an Alabama corporation, duly approved and adopted by the unanimous consent of the General Partner and the Limited Partners of the Merging Company.

This 21st day of September, 1994.



Benny M. LaRussa,
Its President

Sworn to and subscribed before me on this 21st day of September, 1994.



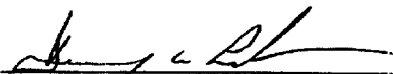
Notary Public

My commission expires:
3/7/96

VERIFICATION OF SURVIVING CORPORATION

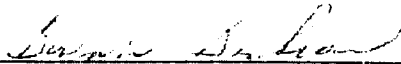
I, the undersigned, as President of Jack's Family Restaurants, Inc., an Alabama corporation (the "Surviving Corporation"), do hereby verify that the above and foregoing instrument represents the Agreement and Articles of Merger between the Surviving Company and Big B Food Systems, Ltd., an Alabama limited partnership, duly approved and adopted by the consent of the Directors and sole Shareholder of the Surviving Corporation.

This 26th day of September, 1994.



Benny M. LaRussa,
Its President

Sworn to and subscribed before me on this 26th day of September, 1994.



Notary Public

My commission expires:
7/2/96

