

03/07/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-21-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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OPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

04/21/2000 DNGUYEN 00000115 070900 75279378

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 375.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20331

TRADEMARK
REEL: 002056 FRAME: 0320

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" value="75279378"/>	<input type="text" value="74239321"/>	<input type="text"/>	<input type="text" value="2206068"/>	<input type="text" value="2046381"/>	<input type="text" value="2165936"/>
<input type="text" value="75274947"/>	<input type="text" value="74122198"/>	<input type="text"/>	<input type="text" value="2027625"/>	<input type="text" value="1654983"/>	<input type="text" value="1791800"/>
<input type="text" value="74290930"/>	<input type="text" value="75895331"/>	<input type="text"/>	<input type="text" value="2014352"/>	<input type="text" value="1471543"/>	<input type="text" value="1703540"/>

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.

Doreen E. Hummel

Doreen E. Hummel

3-7-00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

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DBA/AKA/TA

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City

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Office of the Secretary of State

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 MERGER, WHICH MERGES:

"MUIR GLEN, L.L.C.", A DELAWARE LIMITED LIABILITY COMPANY,

"SMALL PLANET FOODS, L.L.C.", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CASCADIAN FARM, INCORPORATED" UNDER THE NAME OF "SMALL PLANET FOODS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF FEBRUARY, A.D. 2000, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-NINTH DAY OF FEBRUARY, A.D. 2000.



Edward J. Freel

Edward J. Freel, Secretary of State

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001057338

AUTHENTICATION: 0242099

DATE: 02-07-00

TRADEMARK
REEL: 002056 FRAME: 0323

CERTIFICATE OF AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 28th day of January, 2000, pursuant to Section 18.209 of the General Corporation Law of the State of Delaware and Section 23B.11.110 of the Business Corporation Act of the State of Washington, between Small Planet Foods, L.L.C., a Delaware limited liability company, Muir Glen, L.L.C., a Delaware limited liability company and Cascadian Farm, Incorporated, a Washington corporation.

WITNESSETH that:

WHEREAS, the constituent companies desire to merge into a single company; and

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

FIRST: Cascadian Farm, Incorporated hereby merges into itself, Small Planet Foods, L.L.C. and Muir Glen, L.L.C., and said Small Planet Foods, L.L.C. and Muir Glen, L.L.C. shall be and hereby are merged into Cascadian Farm, Incorporated which shall be the surviving corporation.

SECOND: The Articles of Incorporation of Cascadian Farm, Incorporated as heretofore amended are further amended as follows: Article FIRST is amended to read: "The name of the corporation is Small Planet Foods, Inc."

THIRD: Giving effect to the position of General Mills, Inc., the owner of all of the issued and outstanding shares of stock of Cascadian Farm, Incorporated, the manner of converting the membership interests of Small Planet Foods, L.L.C. and Muir Glen, L.L.C. into the shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) The membership interests of Small Planet Foods, L.L.C. and Muir Glen, L.L.C. on the effective date of this Agreement shall be cancelled, and all of the rights and interests of General Mills, Inc. in respect thereto shall thereafter be reflected in its ownership of the common stock of the surviving corporation.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of these Articles of Merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective on February 29, 2000.

(d) 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 companies 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 companies shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged companies respectively. The merged companies hereby agree from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged companies acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged companies and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged companies or otherwise to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the board of directors of any constituent company at any time prior to the date of filing this Agreement with the Secretary of State.

SIXTH: This plan of merger was approved by the board of directors and the sole shareholder of Cascadian Farm, Incorporated and by the managers and members of Small Planet Foods, L.L.C. and Muir Glen, L.L.C. in accordance with Section 23B.11.110 of the Washington Business Corporation Act and Sections 258 and 257 of the Delaware General Corporation Law.

SEVENTH: The surviving corporation may hereafter will process in the State of Delaware, in any process for enforcement of any obligation of Small Planet Foods, L.L.C. and Muir Glen, L.L.C. as well as for enforcement of any obligations of the surviving corporation arising from the merger, including any suit or other proceedings to enforce the right of any creditor to determine the appraisal proceedings pursuant to the provisions of Section 204 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 proceedings. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is Number One General Mills Boulevard, Minneapolis, Minnesota 55426, Attention: General Counsel, 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 Cascadian Farm, Incorporated at the above address.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by the Board of directors and shareholder of Cascadian Farm, Incorporated and by the managers and members of Small Planet Foods, L.L.C. and Muir Glen, L.L.C. have caused these presents to be executed by the vice president of each party hereto as the respective act, deed and agreement of said company on this 28th day of January, 2000.

CASCADIAN FARM, INCORPORATED

By: Ivy S. Bernhardson
 Ivy S. Bernhardson
 Title: Vice President

SMALL PLANET FOODS, L.L.C.

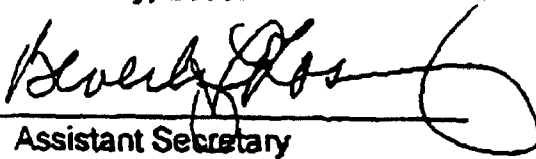
By: Ernest M. Harper
 Ernest M. Harper
 Title: Vice President

MUIR GLEN, L.L.C.

By: Ernest M. Harper
 Ernest M. Harper
 Title: Vice President

I, Beverly L. Rosenberg, Assistant Secretary of Cascadian Farm, Incorporated, a corporation organized and existing under the laws of the State of Washington, hereby certify as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation, was duly adopted pursuant to Section 23B.11.110 of the Washington Business Corporation Act by written consent of the sole stockholder of Cascadian Farm, Incorporated holding all of the issued and outstanding shares of capital stock of the corporation having voting power, which Agreement of Merger was thereby adopted as the act of the sole stockholder of Cascadian Farm, Incorporated.

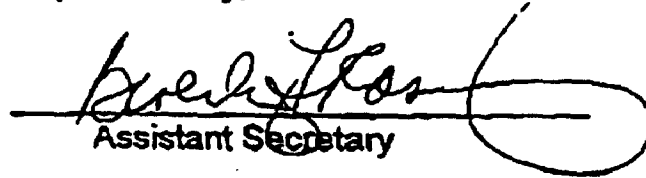
WITNESS my hand on this 28th day of January, 2000.


Assistant Secretary

Beverly/Merger(SmallPlan/MuirGlen-Cascadian2)

I, Beverly L. Rosenberg, Assistant Secretary of Small Planet Foods, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, hereby certify as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said company, was duly adopted pursuant to Section 18.209 of the Delaware General Corporation Law by unanimous written consent of the members of Small Planet Foods, L.L.C. holding all of the membership interests of the company, which Agreement of Merger was thereby adopted as the act of the members of Small Planet Foods, L.L.C.


WITNESS my hand on this 28th day of January, 2000.


Assistant Secretary

Beverly/Merger(SmallPlan/MuirGlen-Cascadian2)

I, Beverly L. Rosenberg, Assistant Secretary of Muir Glen, L.L.C., a limited liability company organized and existing under the laws of the State of Delaware, hereby certify as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said company, was duly adopted pursuant to Section 18.209 of the Delaware General Corporation Law by written consent of the sole member of Muir Glen, L.L.C. holding all of the membership interest of the company, which Agreement of Merger was thereby adopted as the act of the sole member of Muir Glen, L.L.C.

WITNESS my hand on this 28th day of January, 2000.


Assistant Secretary

Beverly/Merger(SmallPlan/MuirGlen-Cascadian2)