

04-20-2001



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CORDATION FORM COVER SHEET  
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

## 1. Name of conveying party(ies):

**Holden Foods, Inc.**

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State - Minnesota  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment                      ☒ Merger  
☐ Security Agreement              ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: February 5, 2001

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

Name: **U.S. Mills, Inc.**  
 Internal Address: 200 Reservoir Street  
 Street Address: **Needham, Massachusetts 02494-3146**

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Massachusetts  
☐ Other \_\_\_\_\_

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)  
 1,898,243 and 1,926,613

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence  
Concerning document should be mailed:

Name: Douglas R. Wolf  
 Address: WOLF, GREENFIELD & SACKS, P.C.  
 Federal Reserve Plaza  
 600 Atlantic Avenue  
 Boston, MA 02210

6. Total number of applications and registrations  
involved: [ 2 ]

7. Total fee (37 CFR 3.41).....\$ \$65  
☒ Enclosed

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.

Douglas R. Wolf  
 Name

Signature

April 7, 2001  
 Date

Total number of pages including cover sheet, attachments, and document: [ 4 ]

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

Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

04/20/2001 FDIAZ1 00000006 1898243

01 FD:481  
 02 FD:482

40.00 DP  
 25.00 DP

## AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 5<sup>th</sup> day of February, 2001 (the "Agreement"), pursuant to Section 253 of the General Corporation Law of the State of Delaware, between U.S. Mills, Inc. ("Mills"), a Delaware corporation and Holden Foods, Inc. ("Holden"), a Minnesota corporation.

WITNESSETH that:

WHEREAS, Mills and Holden desire to merge into a single corporation (the "Merger");

WHEREAS, Mills and Holden desire that Mills be the surviving corporation, and

WHEREAS, Mills owns 100% of the issued and outstanding shares of Holden;

NOW, THEREFORE, Mills and Holden, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Merger and mode of carrying the Merger into effect as follows:

FIRST: Mills hereby merges into itself Holden and Holden shall be and hereby is merged into Mills, which shall be the surviving corporation. The separate existence and the corporate organization of Holden shall cease at the Effective Time (as defined herein) except insofar as it may be continued by law, and thereupon Mills and Holden shall be a single corporation.

SECOND, the Amended and Restated Certificate of Incorporation of Mills as heretofore amended and as in effect on the date of the Merger provided in this Agreement, shall continue in full force and effect as the Amended and Restated Certificate of Incorporation of Mills.

THIRD, the effect of the Merger on the capital stock of each of Mills and Holden is as follows:

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

(b) Each share of common stock of Holden which shall be issued and outstanding on the effective date of this Agreement, shall be cancelled as of such date.

(c) Any shares of preferred stock and any shares of common stock of Holden held in the treasury of Holden shall be cancelled as of the effective date of this Agreement.

FOURTH, the terms and conditions of the Merger are as follows:

(a) The by-laws of Mills as they exist on the effective date of this Agreement shall be and remain the bylaws of Mills until such bylaws shall be altered, amended and repealed as therein provided.

(b) The directors and officers of Mills 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 upon filing with the Secretary of State of Delaware and when the following actions shall have in all respects been completed:

- (1) This Agreement of Merger shall have been approved by the directors and stockholders of Mills and Holden in accordance with the requirements of the laws of the states under which each party is organized; and
- (2) Articles or Certificates of Merger or certified copies of this Agreement of Merger shall have been executed and filed in the respective offices of the Secretary of State of the State of Minnesota.

The date and time when the Merger shall become effective as aforesaid is herein referred to as the "Effective Time".

(d) Upon the Merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, service marks, trade names, registrations, good will, and any other assets of every kind and description of Holden, including without limitation all rights, title, and interests to U.S. Trademark Registration Nos. 1,898,243 and 1,926,613 and U.S. Trademark Application No. 75/805792 and all of Holden's other trademark, service mark and trade name registrations, together with the good will of the business associated with or symbolized by Holden's trademarks, service marks and trade names and registrations thereof, shall be transferred to, vested in and devolve upon Mills without further act or deed and all property, rights, and every other interest of Mills and Holden shall be as effectively the property of Mills as they were of Mills and Holden, respectively. Holden hereby agrees from time to time, as and when requested by Mills or by its successor 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 Mills may deem to be necessary or desirable in order to vest in and confirm to Mills title to and possession of any property of Holden 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 Holden and the proper officers and directors of Mills are fully authorized in the name of Holden or otherwise to take any and all such action. All rights of creditors and all liens upon any property of Holden shall be preserved unimpaired, and all debts, liabilities, and duties of Holden shall attach to Mills and may be enforced against it to the same extent as of those debts, liabilities and duties had been incurred or contracted by it.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Shareholders and Directors have caused this Agreement of Merger to be executed by an authorized officer of each party hereto as the respective act, deed and agreement of said corporations on the 5<sup>th</sup> day of February, 2001.

U.S. MILLS, INC.

By: 

Charles T. Verde

President and Chief Executive Officer

HOLDEN FOODS, INC.

By: 

Charles T. Verde

President