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05-17-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101720196

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

1. Name of conveying party(ies):

Papetti Foods, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Papetti's Hygrade Egg Products, Inc.

Internal Address: 324 Park National Bank Building Street Address: 5353 Wayzata Boulevard City: Minneapolis State: MN 11 Zip: 55416

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New Jersey 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 20, 1997

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(1859818, 2070096)

Additional number(s) attached Yes No

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

Name: Peter Spingola, Esq.

Internal Address: Kirkland & Ellis

Street Address: 200 East Randolph Dr.,

Suite 5300

City: Chicago State: IL Zip: 60601

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:

(Attach duplicate copy of this page if paying by deposit account)

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.

Peter M. Spingola Name of Person Signing

Peter Spingola Signature

May 10, 2001 Date

10

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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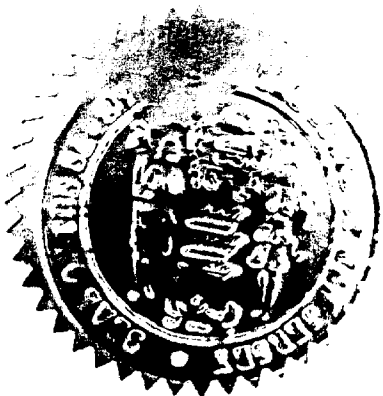
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STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

PAPETTI'S HYGRADE EGG PRODUCTS, INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate Of Merger
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
9th day of April, 2001



A handwritten signature in black ink, reading "Peter R. Lawrance". The signature is written in a cursive style with a prominent initial "P".

Peter R Lawrance
Acting State Treasurer

MGF
FILED

FEB 26 1997

CERTIFICATE OF MERGER

OF

PAPETTI FOODS, INC.

INTO

PAPETTI'S ACQUISITION, INC.

LONNA R. HOOKS
Secretary of State

(Under Section 14A:10-4.1 of the New Jersey Business Corporation Act)

1157256

Papetti Foods, Inc. and Papetti's Acquisition, Inc. hereby certify that:

1. The name and state of incorporation of each of the surviving and merging corporations are:
 - a. Survivor: Papetti's Acquisition, Inc. ("Papetti's"), a Minnesota corporation; and
 - b. Acquired Company: Papetti Foods, Inc. ("Papetti Foods"), a New Jersey corporation.
2. The Plan and Merger ("Plan") is attached as Exhibit A.
3. The Plan has been approved by the Board of Directors of Papetti Foods and by the shareholders of Papetti Foods on the 20th day of FEBRUARY, 1997, with 300 shares of common stock entitled to vote and all voted in favor of the Plan.
4. The Plan has been approved by the Board of Directors of Papetti's as no vote of the shareholders of Papetti's was required pursuant to Section 302A.613 of the Minnesota Business Corporation Act ("Minnesota Act"), and Papetti's has complied with the applicable provision of the Minnesota Act with respect to the merger.
5. If Papetti's transacts business in New Jersey, it will comply with the provision of the New Jersey Business Corporation Act with respect to foreign corporations.
6. Papetti's hereby agrees that it may be served with process in New Jersey in any proceeding for enforcement of any obligation of Papetti Foods as well as for enforcement of any obligation of Papetti's arising from the merger, including any suit or other proceeding to enforce the right of any dissenting shareholders as determined pursuant to the New Jersey Business Corporation Act and Papetti's hereby irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service of process in any such suit or other proceedings and a copy of such process shall be mailed by the Secretary of State to Papetti's at the following address: 324 Park National Bank Building, 5353 Wayzata Boulevard, Minneapolis, Minnesota 55416.

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7. Papetti's agrees that it will promptly pay to any dissenting shareholder of Papetti Foods, the amount, if any which they shall be entitled under the provisions of the New Jersey Business Corporation Act with respect to the rights of dissenting shareholders.

8. The Merger shall become effective upon the filing of the Plan with the Secretary of State of Minnesota.

PAPETTI'S ACQUISITION, INC.

By 
GREG A. OSTRANDER, Its President

PAPETTI FOODS, INC.

By 
Stephen Papetti, Its President

2/13/97, LAS, 60402_2H

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER made this 26th day of FEBRUARY, 1997, between Papetti's Acquisition, Inc., a Minnesota corporation (hereinafter called "Papetti's"), and Papetti Foods, Inc., a New Jersey corporation (hereinafter called "Papetti Foods").

WHEREAS, the Board of Directors of Papetti's and Papetti Foods have approved the merger of Papetti Foods into Papetti's (the "Merger") upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Merger was adopted by the Board of Directors of Papetti's without a vote by its shareholders pursuant to Section 302A.613 of the Minnesota Business Corporation Act (the "Minnesota Act"), and the Minnesota Act permits the Merger contemplated herein; and

WHEREAS, the Merger has also been approved by the shareholders of Papetti Foods pursuant to Section 14A:10-7 of the New Jersey Business Corporation Act (the "New Jersey Act"), which New Jersey Act permits the merger contemplated herein; and

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

ARTICLE I

At the Effective Time and subject to the terms and conditions of this Plan, Papetti Foods shall be merged into Papetti's and the separate existence of Papetti Foods shall thereupon cease in accordance with the applicable provisions of the New Jersey Act. Papetti's shall be and is herein sometimes referred to as "Surviving Corporation."

The separate corporate existence of Papetti's and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the Minnesota Act will continue unaffected by the Merger.

ARTICLE II

The Merger shall become effective upon the filing of this Plan with the Secretary of State of Minnesota. The date on which the Merger becomes effective is hereinafter referred to as the "Effective Date." The time on such date at which the Merger becomes effective is hereinafter called the "Effective Time."

ARTICLE III

The Articles and Bylaws of Papetti's in effect at the Effective Date of the Merger shall be the Articles and Bylaws of Papetti's following the Effective Date of the Merger

unless and until the same shall be amended or repealed, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles, or such Bylaws, or herein upon any shareholder or director or officer of Papetti's or upon any other persons whomsoever are subject to the reserved power. Such Articles shall constitute the Articles of Papetti's separate and apart from this Plan may be separately certified as the Articles of Papetti's.

The members of the Board of Directors and the officers of Papetti's immediately after the Effective Date of the Merger shall be those persons who were the members of the Board of Directors and the officers, respectively, of Papetti's immediately prior to the Effective Date of the Merger and such persons shall serve in such offices, respectively, for the term provided for by law or in the Bylaws, or until their respective successors are elected and qualified.

If at any time Papetti's shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to Papetti's any right, title, or interest of Papetti Foods held immediately prior to the Effective Date of the Merger, Papetti Foods and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in Papetti's as shall be necessary to carry out the purposes of this Plan, and Papetti's and the proper officers and directors thereof are fully authorized to take any and all such action in the name of Papetti's or otherwise.

ARTICLE IV

Pursuant to this Plan, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of Papetti Foods, the holders of all of the common stock of Papetti Foods shall receive an agreed upon amount of cash to be distributed ratably to such shareholders.

As soon as practicable after the Effective Date, each holder of a certificate for shares of Papetti Foods common stock outstanding immediately prior to the Effective Time, shall be entitled, upon surrender of such certificate for cancellation to the Surviving Corporation, to receive such shareholder's rateable amount of consideration and until so surrendered, each certificate which, immediately prior to the Effective Time, represented shares of Papetti Foods common stock shall not be transferable on the books of the Surviving Corporation.

ARTICLE V

Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of Papetti's shall continue unaffected and unimpaired by the Merger and the corporation franchises, existence and rights of

Papetti Foods shall be merged into Papetti's and Papetti's shall, as the Surviving Corporation, be fully vested therewith. At the Effective Time, the separate existence of Papetti Foods shall cease and, in accordance with the terms of this Plan, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of Papetti's and Papetti Foods; and all the rights, privileges, powers and franchises of Papetti's and Papetti Foods, and all property, real, personal and mixed and all debts due to either Papetti's or Papetti Foods on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due to each of the corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of Papetti's and Papetti Foods, and the title to any real estate or interest therein, vested by deed or otherwise in either of such corporations, shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of Papetti's and Papetti Foods, and any claim existing or action or proceeding pending by or against either Papetti's or Papetti Foods may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of Papetti's or Papetti Foods shall be impaired by the Merger, and all debts, liabilities and duties of each of Papetti's or Papetti Foods shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

If, upon or after the Effective Date of the Merger, the Surviving Corporation shall determine that any returns or reports, or any filings of any kind, are required to be made by Papetti Foods to the Internal Revenue Service or to any other state or federal administrative or regulatory agency, or if any assignments, deeds or assurances are necessary or desirable to vest in the Surviving Corporation any property of Papetti Foods, the President of the Surviving Corporation, or such other officers thereof as may be designated by the Board of Directors thereof, shall be empowered to make and execute on behalf of Papetti Foods all necessary returns or reports, or filings of any kind, and all proper assignments, deeds or assurances, and to do all other things necessary and proper to effectuate the Merger and to vest title to all of the property of Papetti Foods in the Surviving Corporation.

ARTICLE VI

In the event of the termination and abandonment of this Plan and the Merger, this Plan shall be void and have no effect, and no liability shall be incurred hereunder on the part of Papetti's or Papetti Foods or the shareholders, directors, or officers thereof.

ARTICLE VII

Any of the terms or conditions of this Plan may be waived at any time by any of the parties hereto, or the shareholders hereof which are, entitled to the benefit hereof, by action taken by the Board of Directors of any of the parties hereto, or may be amended or modified in whole or in part at any time by any agreement in writing authorized by the respective Boards of Directors of the parties hereto; provided, however, that no such amendment or modification or waiver after adoption by the shareholders of Papetti Foods shall be made which changes the manner in which the Papetti Foods common stock is to be exchanged as provided in Article IV without the approval of such shareholders.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by their respective Boards of Directors, has caused this Plan to be executed as of the date hereof.

PAPETTI'S ACQUISITION, INC.
a Minnesota corporation

By: 
President

PAPETTI FOODS, INC.
a New Jersey corporation

By: 
Stephen Papetti, President

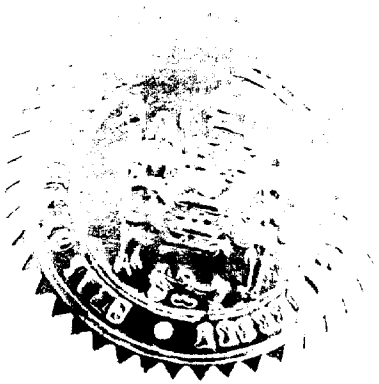
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STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

PAPETTI FOODS, INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate Of Name Change
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
6th day of April, 2001*



A handwritten signature in black ink, reading "Peter R. Lawrance". The signature is written in a cursive style with a prominent initial "P".

*Peter R Lawrance
Acting State Treasurer*

0347131

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FILED

NOV 30 1994

LONNA R. HOOKS
Secretary of State

CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION
OF
PAPETTI FOODS ACQUISITION CORP.

0971449

To: The Secretary of State
State of New Jersey

The undersigned, being the sole incorporator of the corporation, does hereby execute the following Certificate of Amendment, pursuant to the provision of Section 14A:9-2 (1) and Section 14:9-4(1), Corporations, General of the New Jersey Statutes:

(1) The name of the corporation is

PAPETTI FOODS ACQUISITION CORP.

(2) Article (1) of the Certificate of Incorporation is hereby amended to read as follows:

(1) The name of the corporation is

PAPETTI FOODS, INC. *JK*

IN WITNESS WHEREOF, the undersigned has hereunto consented and signed this Certificate of Amendment before the organization meeting of the directors this November 30, 1994.

Kelly L. Burrows
Kelly L. Burrows
Incorporator

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