

10-25-2001



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he attached original documents or copy

To the Honorable Commissioner of F  
thereof.

<p>1. Name of conveying party(ies): <b>Johnny's Enterprises, Inc.</b> <i>10/15/01</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <hr/> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p>Execution Date: <b>December 2, 1997</b></p> <hr/> <p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <hr/> <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <b>Hollie A. Smith, Butler, Snow, et al</b> Internal Address: <b>PMB # 173</b> Street Address: <b>Suite 900, 2020 Fieldstone Pkwy</b> City: <b>Franklin</b> State: <b>TN</b> Zip: <b>37069</b></p>	<p>2. Name and address of receiving party(ies) Name: <b>Johnny's Fine Foods, Inc.</b> Internal Address: _____ Street Address: <b>319 East 25<sup>th</sup> Street</b> City: <b>Tacoma</b> State: <b>Washington</b> Zip: <b>98421</b></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <b>Washington</b> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <hr/> <p>B. Trademark Registration No.(s) <b>0964757 *and seven others - see attached list</b></p> <hr/> <p>6. Total number of applications and registrations involved: ..... <b>8</b></p> <hr/> <p>7. Total fee (37 CFR 3.41).....\$ <b>215.00</b></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number: <b>50-0858</b></p>
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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.*

**Hollie A. Smith** \_\_\_\_\_ *Hollie A. Smith* \_\_\_\_\_ *10/07/2001* \_\_\_\_\_  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: **14**

**Trademark Registration Nos. for Recordation of Merger**  
(Johnny's Fine Foods, Inc., a Washington Corporation)

	<b>REG. NO.</b>	<b>MARK</b>
1	0964757	JOHNNY'S (and design)
2	1329926	JOHNNY'S LIGHT (and design)
3	2233712	LAZY J RANCH
4	2289825	GREAT CAESAR!
5	2159022	JAMAICA ME BLEU
6	2117543	SALAD ELEGANCE
7	2057029	JAMAICA ME CRAZY
8	1534501	JAMAICA MISTAKE

# STATE of WASHINGTON



## SECRETARY of STATE

*I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this*

### ARTICLES OF MERGER

to

### JOHNNY'S FINE FOODS, INC.

a Washington Profit Corporation. Articles of Merger were filed for record in this office on the date indicated below.

**Merging JOHNNY'S ENTERPRISES, INC. (A Nevada corporation qualified in Washington) into JOHNNY'S FINE FOODS, INC.**

UBI Number: 601 837 313

Date: December 10, 1997

Effective Date: January 1, 1998



*Given under my hand and the Seal of the State of Washington at Olympia, the State Capital*

*RALPH MUNRO*

*Ralph Munro, Secretary of State*

2 569083 5

**Receipt No.**

**FY9800035082**

**BRANFELD & ACCOSITES P.S.**

**12/22/1997**

**125.00**

**ARTICLES OF MERGER REC'D BY SH**

**of  
JOHNNY'S FINE FOODS, INC., a Washington corporation  
and  
JOHNNY'S ENTERPRISES, INC., a Nevada Corporation**

**KNOW ALL MEN BY THESE PRESENTS:**

That JOHNNY'S FINE FOODS, INC., a Washington corporation and JOHNNY'S ENTERPRISES, INC., a Nevada Corporation have adopted the following Articles of Merger:

1. **Plan of Merger:** Attached to these Articles of Merger, and incorporated herein by this reference, is a true and correct copy of the Merger Agreement adopted by the directors and shareholders of each of the merging corporations.

2. **Adoption by JOHNNY'S FINE FOODS, INC., a Washington corporation:** Pursuant to the requirements of RCW 23B.11.030 the Board of Directors and the Shareholders of JOHNNY'S ENTERPRISES, INC., a Washington corporation duly approved the Merger Agreement, on the 29th day of November, 1997.

A. The Board of Directors unanimously approved the Merger Agreement and recommended adoption thereof by the Shareholders on November 29, 1997.

B. The Shareholders of the Corporation adopted the Merger Agreement with a unanimous vote of the outstanding shares of the corporation being voted for the adoption of the Merger Agreement. Said vote took place on November 29, 1997.

3. **Adoption by JOHNNY'S ENTERPRISES, INC., a Nevada Corporation:** Pursuant to the requirements of NRS 92A. 190 et. seq. the Board of Directors and the Shareholders of JOHNNY'S ENTERPRISES, INC., a Nevada Corporation duly approved the Merger Agreement, on the 29th day of November, 1997.

A. The Board of Directors unanimously approved the Merger Agreement and

recommended adoption thereof by the Shareholders on November 29, 1997.

B. The Shareholders of the Corporation adopted the Merger Agreement with a unanimous vote of all of the issued and outstanding shares of the corporation being voted for the adoption of the Merger Agreement. Said vote took place on November 29, 1997.

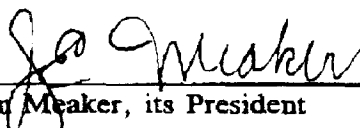
4. **Effective Date:** The effective date of the Merger shall be January 1, 1998, unless the Board of Directors of each of the Merging Corporations shall select a different effective date, by resolution.

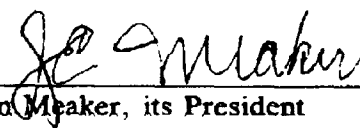
5. **Address For Service of Process:** JOHNNY'S FINE FOODS, INC., a Washington corporation appoints and designates Gary H. Branfeld of Branfeld & Associates, P.S., 2102 N. 30th Street, Suite A, Tacoma, Wa. 98403 to act as the agent for the service of process by the Secretary of State, of the State of Nevada, for any claims which may be asserted against JOHNNY'S ENTERPRISES, INC., a Nevada corporation, in accordance with NRS 92A.190 (1)(c).

IN WITNESS WHEREOF, these Articles of Merger are adopted by each of the merging corporations, on this 29th day of November, 1997.

**JOHNNY'S FINE FOODS, INC.,**  
a Washington corporation

**JOHNNY'S ENTERPRISES, INC.,**  
a Nevada Corporation

By:   
John Meaker, its President

By:   
John Meaker, its President

Attest:  
JOHNNY'S FINE FOODS, INC.,  
a Washington corporation

Attest:  
JOHNNY'S ENTERPRISES, INC.,  
a Nevada Corporation

BY: [Signature]  
John Crabill  
Its Secretary

BY: [Signature]  
John Crabill  
Its Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this 2nd day of December, 1997, before me personally appeared John Meaker and John Crabill, to me known to be the President and Secretary, respectively, of the Johnny's Enterprises, Inc., a Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

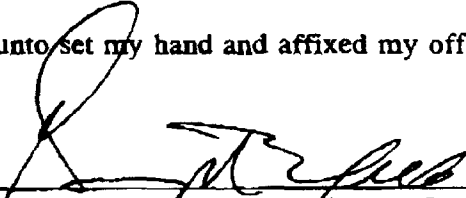
[Signature]  
NOTARY PUBLIC in and for the State  
of Washington, residing at LAKWOOD  
My commission expires: 1-12-2000  
Print Name: GAY H BRANFELD

**(R) Receipt No. FY9800035082**  
BRANFELD & ASSOCIATES, P.S.  
12/22/1997 Current Balance 125.00  
Printed By SH

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this 2nd day of December, 1997, before me personally appeared John Meaker and John Crabill, to me known to be the President and Secretary, respectively, of the Johnny's Enterprises, Inc., a Nevada corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at LAKEMORE  
My commission expires: 1-12-2001  
Print Name: GARY H. BRANFELD

## MERGER AGREEMENT

This Merger Agreement (hereinafter referred to as "Agreement") is made and entered into by and between JOHNNY'S FINE FOODS, INC., a Washington corporation, and JOHNNY'S ENTERPRISES, INC., a Nevada corporation. The two corporations are hereafter collectively referred to as the "Merging Corporations."

### RECITALS

- A. JOHNNY'S FINE FOODS, INC. is a Washington corporation in good standing doing business in the State of Washington.
- B. JOHNNY'S ENTERPRISES, INC., is a Nevada corporation in good standing doing business in the States of Washington and Nevada.
- C. Each corporation believes that it would be in their best interest to merge the business operations of the two entities so as to create one surviving corporation. The principal purpose of such merger is to change the state of organization from the State of Nevada to the State of Washington.

Now, therefore, each corporation respectively adopts the following Plan of Merger:

### PLAN OF MERGER

1. Merger: JOHNNY'S ENTERPRISES, INC., a Nevada Corporation and JOHNNY'S FINE FOODS, INC. a Washington corporation shall be merged into a single corporation by merging JOHNNY'S ENTERPRISES, INC., a Nevada corporation into and with JOHNNY'S FINE FOODS, INC., a Washington corporation. JOHNNY'S FINE FOODS, INC. a Washington corporation shall be the surviving corporation. Upon the effective date of such merger, the separate corporate existence of JOHNNY'S ENTERPRISES, INC., a Nevada Corporation shall cease and JOHNNY'S FINE FOODS, INC., a Washington corporation shall



become the owner, without other transfer, of all of the rights and property of the Merging Corporations. JOHNNY'S FINE FOODS, INC., a Washington corporation shall become subject to and liable for all of the proper and legally collectible debts and liabilities of both of the Merging Corporations in the same manner as if JOHNNY'S FINE FOODS, INC., a Washington corporation had itself incurred them.

2. **Method of Converting Shares:** The method of converting the shares of JOHNNY'S ENTERPRISES, INC., a Nevada corporation Inc. into the shares of JOHNNY'S FINE FOODS, INC., a Washington corporation shall be as follows:

A. Each share of the common stock of JOHNNY'S ENTERPRISES, INC., a Nevada corporation, which has been issued and is outstanding as of the effective date of the merger, shall be surrendered for cancellation to JOHNNY'S FINE FOODS, INC., a Washington corporation.

B. The current holders of the issued and outstanding shares of JOHNNY'S ENTERPRISES, INC., a Nevada corporation shall then receive from JOHNNY'S FINE FOODS, INC., a Washington corporation one (1) share of the common stock of JOHNNY'S FINE FOODS, INC., a Washington corporation, for each one (1) share of the issued and outstanding stock of JOHNNY'S ENTERPRISES, INC., a Nevada corporation.

C. Any and all shares of the common stock of JOHNNY'S ENTERPRISES, INC., a Nevada corporation, held by JOHNNY'S ENTERPRISES, INC., a Nevada corporation, in its treasury, on the effective date of the merger, shall forthwith be surrendered to JOHNNY'S ENTERPRISES, INC., a Washington corporation for cancellation. No shares of JOHNNY'S FINE FOODS, INC., a Washington corporation shall be issued or shall be issuable with respect to the treasury stock of JOHNNY'S ENTERPRISES, INC., a Nevada corporation.

D. The existing outstanding shares of JOHNNY'S FINE FOODS, INC., a

Washington corporation shall not be affected by the merger. No additional or substituted shares shall be issued with regard to such shares.

3. **Continued Business Operations:** Except as provided for herein, neither JOHNNY'S ENTERPRISES, INC., a Nevada corporation nor JOHNNY'S FINE FOODS, INC., a Washington corporation shall, prior to the effective date of the merger, engage in any activity or transact any business other than in the ordinary course of business.

4. **Adoption of Merger Agreement:** This Merger Agreement shall be submitted to the Board of Directors and Shareholders of each of the Merging Corporations at meetings to be called on November 29, 1997, or at such other time as the members of the Board of Directors, of each respective corporation, shall determine. Upon the approval of the Board of Directors of each of the Merging Corporations, the Merger Agreement shall be submitted to the shareholders of each merging corporation for their approval in the manner provided by the applicable laws of the State of organization of each of the Merging Corporations, at a meeting to be held at such time as the Board of Directors of each of the Merging Corporations shall designate. Upon the affirmative vote of not less than two-thirds (2/3) of the shareholders of each of the Merging Corporations, JOHNNY'S FINE FOODS, INC., a Washington Corporation shall file Articles of Merger with the offices of the Secretary of State, of the State of Nevada and with the offices of the Secretary of State of the State of Washington. The merger shall be effective as of January 1, 1998.

5. **Right to Abandon:** The directors of either merging corporation may, in their discretion, abandon this merger, subject to the rights of third parties under any contracts relating thereto, without further action or approval by the shareholders of the Merging Corporations, at any time before the merger has been completed.

6. **Closing:** The merger shall be closed in the offices of Branfeld & Associates, P.S. on

or before December 31, 1997, unless the closing shall be delayed with the mutual consent of both of the Merging Corporations.

7. **Bylaws:** The Bylaws of JOHNNY'S FINE FOODS, INC., a Washington corporation as in effect on the effective date, shall be the Bylaws of the surviving corporation until the same shall be altered, amended, or repealed, or until new bylaws are adopted as provided therein.

8. **Attorneys' Fees and Accounting Fees:** All fees and expenses of attorneys and certified public accountants relative to the merger of the two corporations shall be borne by JOHNNY'S FINE FOODS, INC., a Washington corporation.

9. **Authorization of Agreement:** This Merger Agreement shall not be effective until ratified by the Board of Directors and shareholders of each respective corporation. Upon such ratification this Merger Agreement will constitute the legal, valid, and binding obligation of each respective corporation and will be fully enforceable in accordance with its terms, and subject to termination or cancellation only as provided for herein.

10. **ADDRESS OF EACH CORPORATION:**

JOHNNY'S FINE FOODS, INC., a Washington corporation: 319 East 25th Street, Tacoma, Washington 98421.

JOHNNY'S ENTERPRISES, INC. a Nevada corporation: 319 East 25th Street, Tacoma, Washington 98421.

11. **Construction:**

A. **Binding Agreement:** This Agreement shall be binding upon the parties hereto, as well as their respective successors and assigns. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

B. Construction Against Parties: This Agreement is not to be construed more favorably to one party than to another.

C. Modification: No change, modification or amendment to this Agreement shall be valid or binding unless such change or modification is in writing signed by the persons against whom it is sought to be enforced. Neither party has entered into this Agreement based on any representation or consideration not stated in this Agreement.

D. Governing Law: This Agreement shall be governed by the internal laws of the States of organization of the individual Merging Corporations as to matters of corporate law. As to matters of contract law the laws of the State of Washington shall govern this Agreement.

E. Pronouns: As required by the context, all pronouns shall be deemed to refer to and include the masculine, feminine, neuter, singular and plural.

F. Paragraph Headings: Paragraph headings have been inserted solely for the convenience of the parties and shall not be considered part of this Agreement for interpretation or construction.

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be executed by their respective officers as of the 2nd day of December, 1997.

JOHNNY'S ENTERPRISES, INC.,  
a Nevada Corporation

JOHNNY'S FINE FOODS, INC.,  
a Washington Corporation

BY: John Meaker  
John Meaker  
Its President

BY: John Meaker  
John Meaker  
Its President

Attest:  
JOHNNY'S ENTERPRISES, INC.,  
a Nevada Corporation

Attest:  
JOHNNY'S FINE FOODS, INC.,  
a Washington Corporation

BY: John Crabill  
John Crabill  
Its Secretary

BY: John Crabill  
John Crabill  
Its Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this 21 day of December, 1997, before me personally appeared John Meaker and John Crabill, to me known to be the President and Secretary, respectively, of the JOHNNY'S FINE FOODS, INC., a Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

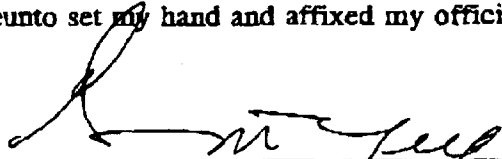
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Robert J. Pees  
NOTARY PUBLIC in and for the State  
of Washington, residing at Garwood  
My commission expires: 1/14/2001  
Print Name: Robert J. Pees

STATE OF WASHINGTON        )  
   ) ss.  
 COUNTY OF PIERCE         )

On this 2nd day of December, 1997, before me personally appeared John Meaker and John Crabill, to me known to be the President and Secretary, respectively, of the Johnny's Enterprises, Inc., a Nevada corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



\_\_\_\_\_  
 NOTARY PUBLIC in and for the State  
 of Washington, residing at Caldwell  
 My commission expires: 1/12/2002  
 Print Name: Cary H Branfield