

05-20-2002



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COVER SHEET AM 11: 57

TRADEMARKS ONLY

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New **5-13-02**

Resubmission Document ID # **(Non-Recordation)**

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

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

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).

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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. 20231

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="75552806"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="926726"/>	<input type="text" value="726725"/>	<input type="text" value="1,875,705"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,875,704"/>	<input type="text" value="T95000001013"/>	<input type="text" value="T93000001331"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Eden N. Pimentel
Name of Person Signing

Signature

05/13/2002
Date Signed

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03-11-2002

RECORDATION FORM COVER
TRADEMARKS ON



102006943

TO: The Commissioner of Patents and Trademarks: Please record the attached original (or copies) (ies).

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Corporation Association

Other

Citizenship/State of Incorporation/Organization

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03/08/2002 JJALLAH2 00000022 7555806

Repln. Ref: 03/08/2002 JJALLAH2 0009312000
DA#: 500639 Name/Number: 7555806
FC: 704 \$25.00 CR

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

926726	726725	1,875,705
1,875,704	T95000001013	T93000001331
<input type="text"/>	<input type="text"/>	<input type="text"/>

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:

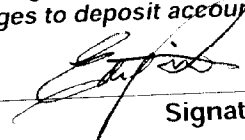
Yes

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.

Eden N. Pimentel
Name of Person Signing


Signature

02/05/2002
Date Signed



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 28, 2000

LIL' CHAMP FOOD STORES, INC.
9143 PHILLIPS HIGHWAY, STE. 200
P.O. BOX 23180 (32241-3180)
JACKSONVILLE, FL 32256

Re: Document Number 302305

The Articles of Merger were filed April 27, 2000, for LIL' CHAMP FOOD STORES, INC., the surviving Florida entity.

This document was electronically received and filed under FAX audit number H00000020498.

Should you have any further questions concerning this matter, please feel free to call (850) 487-6880, the Amendment Section.

Karen Gibson
Corporate Specialist
Division of Corporations

Letter Number: 600A00023324

Division of Corporations - P.O. Box 6327 - Tallahassee, Florida 32314

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

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ARTICLES OF MERGER
of
MILLER ENTERPRISES, INC.
(a Florida corporation)
with and into
LIL' CHAMP FOOD STORES, INC.
(a Florida corporation)

Pursuant to the Florida Business Corporation Act (the "Act"), Section 607.1104, Miller Enterprises, Inc., a Florida corporation ("Miller"), and Lil' Champ Food Stores, a Florida corporation ("Lil' Champ"), hereby submit these Articles of Merger:

- I. A copy of the Plan of Merger (the "Plan") with respect to the merger of Miller with and into Lil' Champ is attached to these Articles of Merger as Exhibit "A" and is incorporated herein.
2. The effective date of the Merger shall be the date the Articles of Merger are filed with the Secretary of State of Florida.
3. The Plan was approved by the Board of Directors of Miller on April 26, 2000. Shareholder approval was not required pursuant to Section 607.1104, Florida Statutes.
4. The Plan was approved by the Board of Directors of Lil' Champ on April 26, 2000. Shareholder approval was not required pursuant to Section 607.1104, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in their respective names by their duly authorized officers this 26th day of April, 2000.

MILLER ENTERPRISES, INC.

LIL' CHAMP FOOD STORES, INC.

By: 
Steven J. Ferreira, Secretary

By: 
Steven J. Ferreira, Vice-President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER
of
MILLER ENTERPRISES, INC.
(a Florida corporation)
with and into
LIL' CHAMP FOOD STORES, INC.
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 26th day of April, 2000, by and between **MILLER ENTERPRISES, INC.**, a Florida corporation ("Miller"), and **LIL' CHAMP FOOD STORES, INC.**, a Florida corporation ("Lil' Champ") (Miller and Lil' Champ hereinafter collectively referred to as the "Constituent Corporations").

WITNESSETH:

WHEREAS, Miller is a corporation organized and existing under the laws of the State of Florida, with its principal office at 9143 Phillips Highway, Suite 200, Jacksonville, Florida; and

WHEREAS, Lil' Champ is a corporation organized and existing under the laws of the State of Florida, with its principal office at 9143 Phillips Highway, Suite 200, Jacksonville, Florida; and

WHEREAS, Lil' Champ owns all of the authorized and outstanding capital common stock of Miller; and

WHEREAS, the respective Boards of Directors and Shareholders of each of the Constituent Corporations have deemed it advisable to merge Miller with and into Lil' Champ (the "Merger"), and have approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Constituent Corporations have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

On the Effective Date, as defined in Article X below, the Merger shall become effective, at which time the separate existence of Miller shall cease and Miller shall be merged, pursuant to Section 607.1101 of the Florida Business Corporation Act, with and into Lil' Champ, which shall continue its corporate existence and be the corporation surviving the Merger (the "Surviving Corporation").

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ARTICLE II

The Surviving Corporation shall be governed by the laws of the State of Florida. On the Effective Date, the Articles of Incorporation of Lil' Champ as filed with the Secretary of State of the State of Florida shall be the Articles of Incorporation of the Surviving Corporation. The purposes and powers of the Surviving Corporation shall be as set forth in the Articles of Incorporation of Lil' Champ until further amended in the manner provided by law.

ARTICLE III

On the Effective Date, the existing Bylaws of Lil' Champ shall be the Bylaws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with applicable law, the Articles of Incorporation and said Bylaws.

ARTICLE IV

On the Effective Date, the existing officers and directors of the Surviving Corporation, shall remain its officers and directors. If, on the Effective Date, a vacancy exists, it may thereafter be filled in the manner provided by the Bylaws of the Surviving Corporation.

ARTICLE V

The manner of carrying into effect the Merger shall be as follows:

1. On the Effective Date, each issued and outstanding share of Miller common stock shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto; and
2. Each issued and outstanding share of Lil' Champ common stock shall remain issued and outstanding after the Effective Date and the Merger shall have no effect on any shares of Lil' Champ common stock that are authorized or outstanding.

ARTICLE VI

At such time as the Merger becomes effective, title to all of the assets of Miller shall be vested in Lil' Champ without reversion or impairment and Lil' Champ shall thenceforth be responsible for all of the liabilities and obligations of Miller. Any proceeding pending against Miller may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

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ARTICLE VII

Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said Surviving Corporation, according to the terms hereof, the title to any property or rights of Miller, the last acting officers of Miller, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

ARTICLE VIII

On the Effective Date, all of the assets, liabilities, reserves and accounts of the Constituent Corporations shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of said Constituent Corporations, subject to such adjustments or eliminations of inter-company items as may be appropriate giving effect to the Merger.

ARTICLE IX

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Constituent Corporations by appropriate resolution of any of the Boards of Directors at any time prior to the Effective Date of the Merger.

ARTICLE X

This Agreement and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the State of Florida as soon as practicable after the last approval by the Boards of Directors of the Constituent Corporations. The Shareholders of Miller who, except for the applicability of Section 607.1104, Florida Statutes (1999), would be entitled to vote and who dissent from the merger pursuant to Section 607.1320, Florida Statutes (1999), may be entitled, if they comply with the provisions of the Florida Business Corporation Act regarding the rights of dissenting shareholders, to be paid the fair value of their shares. The Merger shall become effective as of the date the Articles of Merger are filed with the Secretary of State of Florida (the "Effective Date").

ARTICLE XI

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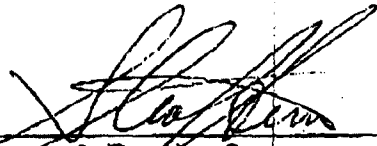
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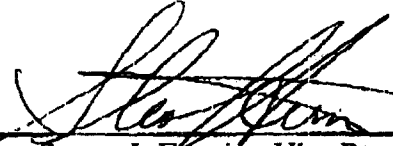
This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the Constituent Corporations have caused this Agreement to be signed in its corporate name by its duly authorized officer all as of the date first above written.

MILLER ENTERPRISES, INC.

LIL' CHAMP FOOD STORES, INC.

By: 
Steven J. Ferreira, Secretary

By: 
Steven J. Ferreira, Vice-President

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