

10-18-2002

FORM PTO-1595

1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102252819

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

1. Name of Conveying Party(ies):

Yogi G, Inc. dba The Yogi Tea Company

10/15/02

- Individual(s)
- General partnership
- Corporation- California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  YES  NO

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 25, 1994

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

Name: Golden Temple of Oregon, Inc.

Internal Address:

Street Address: 2545 Prairie Road

City Eugene State OR ZIP 97402

Individual(s) Citizenship

Association

General Partnership

Limited Partnership

Corporation-State Oregon

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation 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)

1,883,769 1,980,514 2,385,768 2,397,892

Additional numbers attached?  Yes  No

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

Name: Arthur L. Whinston  
Klarquist Sparkman, LLP

Internal Address:

One World Trade Center, Suite 1600

Street Address:

121 S.W. Salmon Street

Portland, Oregon 97204-2988

6. Total number of applications and registrations involved:

7. Total fee (37 C.F.R. § 3.41): \$115.00

Enclosed

Any deficiency/overpayment is authorized to be charged to deposit account. A copy of this sheet is enclosed.

8. Deposit account number: 02-4550

OFFICE OF PUBLIC RECORDS  
FINANCE SECTION  
OCT 15 AM 7:55

10/18/2002 DBYRNE 00000008 1883769

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP  
02 FC:8522 statement and signature: 75.00 OP

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.

Arthur L. Whinston *[Signature]*

10-7-02

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 11

FILED

MAR 30 1994

ARTICLES OF MERGER

SECRETARY OF STATE

Golden Temple of Oregon, Inc., the surviving corporation in a merger effected pursuant to ORS 60.481-60.501, submits the following articles of merger for filing pursuant to ORS 60.494:

1. The names of the constituent corporations in the merger are Yogi G, Inc., a California corporation; Flower & Fragrance Khalsa, Inc., a California corporation; and Golden Temple of Oregon, Inc., an Oregon corporation.

2. The surviving corporation in the merger is Golden Temple of Oregon, Inc.

3. A copy of the plan of merger is attached as Exhibit A.

4. The plan of merger was approved by the holders of common stock of Golden Temple of Oregon, Inc. voting as a single voting group, such approval being the only shareholder approval required on the part of Golden Temple of Oregon, Inc. At the date of the shareholder vote, there were 50 shares of common stock of Golden Temple of Oregon, Inc. outstanding, all of which were entitled to be cast with respect to approval of the merger. 50 shares were voted for the plan of merger and zero (-0-) shares were voted against approval of the plan of merger.

5. The plan of merger was approved by the holders of common stock of Yogi G, Inc. voting as a single voting group, such approval being the only shareholder approval required on the part of Yogi G, Inc. At the date of the shareholder vote, there were 867,984 shares of common stock of Yogi G, Inc. outstanding, all of which were entitled to be cast with respect to approval of the merger. 867,984 shares were voted for the plan of merger and zero (-0-) shares were voted against approval of the plan of merger.

6. The plan of merger was approved by the holders of common stock of Flower & Fragrance Khalsa, Inc., voting as a single voting group, such approval being the only shareholder approval required on the part of Flower & Fragrance Khalsa, Inc. At the date of the shareholder vote, there were 2,400 shares of common stock of Flower & Fragrance Khalsa, Inc. outstanding, all of which were entitled to be cast with respect to approval of the merger. 2,400 shares were voted for the plan of merger and zero (-0-) shares were voted against approval of the plan of merger.

7. The merger shall be effective upon the later of the filing of articles of merger pursuant to Oregon Revised Statutes 60.494 or April 1, 1994.

(SWW2/80042/88805/AH/563242.1)

TRADEMARK  
REEL: 002600 FRAME: 0695



## EXHIBIT A

## AGREEMENT AND PLAN OF MERGER

DATE: March 25, 1994

PARTIES: Yogi G, INC., ("Yogi G")  
a California corporation

FLOWER & FRAGRANCE ("Flower & Fragrance")  
KHALSA, INC.,  
a California corporation

GOLDEN TEMPLE OF OREGON, INC. ("Golden Temple")  
an Oregon corporation

Yogi G, Flower & Fragrance, and Golden Temple are referred to jointly as the Constituent Corporations in some sections of this Agreement.

## RECITALS:

A. The Constituent Corporations desire to effect a merger on the terms set forth in this Agreement, pursuant to the provisions of the Oregon Business Corporation Act and the California General Corporation Law.

B. The Constituent Corporations intend the merger to be a reorganization within the meaning of IRC §368(a)(1)(A).

## AGREEMENT:

## SECTION 1. MERGER OF CONSTITUENT CORPORATIONS

1.1 Merger. At the Effective Date, as defined in Section 1.3, Yogi G and Flower & Fragrance shall be merged with and into Golden Temple, the separate existence of Yogi G and Flower & Fragrance shall cease, and Golden Temple shall survive as a corporation under the name Golden Temple of Oregon, Inc. (the "Surviving Corporation"), organized under and governed by the laws of the state of Oregon. From that time, the Surviving Corporation, to the extent consistent with its articles of incorporation as altered by the merger, shall possess all the rights, privileges, immunities, and franchises of each of the Constituent Corporations; all property belonging to Yogi G or Flower & Fragrance shall be transferred to and vested in the Surviving Corporation without further act or deed; the Surviving Corporation shall be responsible for all liabilities of each of the Constituent Corporations; all in the manner and with the effect set forth in ORS 60.497.

1.2 Further Assurances. From time to time after the Effective Date, the officers and directors of Yogi G or Flower &

Fragrance last in office shall execute and deliver such deeds and other instruments and shall cause to be taken such further actions as shall reasonably be necessary in order to vest or perfect in the Surviving Corporation title to and possession of all the property, interests, assets, rights, immunities, and franchises of Yogi G or Flower & Fragrance.

**1.3 Effective Date.** The merger of Yogi G, Flower & Fragrance and Golden Temple shall become effective upon the later of the filing of articles of merger pursuant to ORS 60.494 or April 1, 1994. This date is herein called the Effective Date.

**SECTION 2. ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS, AND OFFICERS**

At the Effective Date:

**2.1 Articles of Incorporation.** The Articles of Incorporation of Golden Temple shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

**2.2 Bylaws.** The bylaws of Golden Temple as in effect immediately prior to the Effective Date shall be the bylaws of the Surviving Corporation until amended or repealed.

**2.3 Directors and Officers.** The board of directors of the Surviving Corporation shall consist of persons who are the board of directors of Golden Temple immediately prior to the Effective Date, and they shall hold office in each case until their successors are elected and qualified. The officers of the Surviving Corporation shall be persons who are the officers of Golden Temple immediately prior to the Effective Date, and they shall hold office in each case at the pleasure of the board of directors of the Surviving Corporation.

**SECTION 3. MANNER AND BASIS OF CONVERTING SHARES**

**3.1 Cancellation of Shares.** At the Effective Date:

**3.1.1** Each share of common stock of Yogi G and each share of common stock of Flower & Fragrance that is issued and outstanding immediately prior to the Effective Date shall be cancelled.

**3.1.2** Each share of common stock of Golden Temple that is issued and outstanding immediately prior to the Effective Date shall continue to be an issued and outstanding share of common stock of the Surviving Corporation.

**3.2 Certificates for Shares.** Each certificate that, prior to the Effective Date, represented shares of common stock of Golden Temple, from and after the Effective Date, shall represent shares of common stock of the Surviving Corporation. Each

certificate that, prior to the Effective Date, represented shares of common stock of Yogi G and Flower & Fragrance, from and after the Effective Date, shall be surrendered to the Surviving Corporation for cancellation.

**SECTION 4. REPRESENTATIONS AND WARRANTIES OF YOGI G**

4.1 Yogi G is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It has the corporate power and authority to carry on its business as it is now conducted.

4.2 Yogi G has had full and open access to all corporate documents, including financial statements, of Flower & Fragrance and Golden Temple.

4.3 The following shareholder constitutes the only shareholder of Yogi G and the number of shares set opposite its name is validly issued, fully paid, and nonaccessible:

| <u>Shareholder</u> | <u>Shares</u>  |
|--------------------|----------------|
| Sikh Dharma        | <u>867,984</u> |

4.4 The books and records of Yogi G clearly and accurately reflect the income, expenses, assets and liabilities of Yogi G.

4.5 To Yogi G's best knowledge, Yogi G has been, and is in compliance with all applicable law.

4.6 The execution and delivery of this plan of merger will not violate any provision of the articles of incorporation or bylaws of Yogi G or violate, conflict with, or constitute a default under, accelerate, or otherwise adversely effect the performance or obligations of any contract of Yogi G or the operations of Yogi G.

**SECTION 5. REPRESENTATIONS AND WARRANTIES OF FLOWER & FRAGRANCE**

5.1 Flower & Fragrance is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It has the corporate power and authority to carry on its business as it is now conducted.

5.2 Flower & Fragrance has had full and open access to all corporate documents, including financial statements, of Yogi G and Golden Temple.

5.3 The following shareholder constitutes the only shareholder of Flower & Fragrance and the number of shares set opposite its name is validly issued, fully paid, and nonaccessible:

| <u>Shareholder</u> | <u>Shares</u> |
|--------------------|---------------|
| Sikh Dharma        | <u>2,400</u>  |

5.4 The books and records of Flower & Fragrance clearly and accurately reflect the income, expenses, assets and liabilities of Flower & Fragrance.

5.5 To Flower & Fragrance's best knowledge, Flower & Fragrance has been, and is in compliance with all applicable law.

5.6 The execution and delivery of this plan of merger will not violate any provision of the articles of incorporation or bylaws of Flower & Fragrance or violate, conflict with, or constitute a default under, accelerate, or otherwise adversely effect the performance or obligations of any contract of Flower & Fragrance or the operations of Flower & Fragrance.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF GOLDEN TEMPLE

6.1 Golden Temple is a corporation duly organized, validly existing and in good standing under the laws of the State of Oregon. It has the corporate power and authority to carry on its business as it is now conducted.

6.2 Golden Temple has had full and open access to all corporate documents, including financial statements, of Flower & Fragrance and Yogi G.

6.3 The following shareholder constitutes the only shareholder of Golden Temple and the number of shares set opposite its name is validly issued, fully paid, and nonaccessible:

| <u>Shareholder</u> | <u>Shares</u> |
|--------------------|---------------|
| Sikh Dharma        | <u>50</u>     |

6.4 The books and records of Golden Temple clearly and accurately reflect the income, expenses, assets and liabilities of Golden Temple.

6.5 To Golden Temple's best knowledge, Golden Temple has been, and is in compliance with all applicable law.

6.6 The execution and delivery of this Plan of Merger will not violate any provision of the articles of incorporation or bylaws of Golden Temple or violate, conflict with, or constitute a default under, accelerate, or otherwise adversely effect the performance or obligations of any contract of Golden Temple or the operations of Golden Temple.

SECTION 7. COVENANTS OF YOGI G

7.1 From and after the execution and delivery of the plan of merger and until the Effective Date, Yogi G shall operate its business and operations in the ordinary course consistent with past practices.

7.2 Prior to the Effective Date, Yogi G will not, without the prior written consent of the other Constituent Corporations: (a) amend its articles of incorporation or bylaws; (b) pay or declare any dividend; (c) issue, transfer, sell or purchase any shares of its capital stock.

SECTION 8. COVENANTS OF FLOWER & FRAGRANCE

8.1 From and after the execution and delivery of the plan of merger and until the Effective Date, Flower & Fragrance shall operate its business and operations in the ordinary course consistent with past practices.

8.2 Prior to the Effective Date, Flower & Fragrance will not, without the prior written consent of the other Constituent Corporations: (a) amend its articles of incorporation or bylaws; (b) pay or declare any dividend; (c) issue, transfer, sell or purchase any shares of its capital stock.

SECTION 9. COVENANTS OF GOLDEN TEMPLE

9.1 From and after the execution and delivery of the plan of merger and until the Effective Date, Golden Temple shall operate its business and operations in the ordinary course consistent with past practices.

9.2 Prior to the Effective Date, Golden Temple will not, without the prior written consent of the other Constituent Corporations: (a) amend its articles of incorporation or bylaws; (b) pay or declare any dividend; (c) issue, transfer, sell or purchase any shares of its capital stock.

SECTION 10. CONDITIONS

10.1 Conditions to Obligations of Yogi G and Flower & Fragrance. The obligations of Yogi G and Flower & Fragrance to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

10.1.1 The representations and warranties of Golden Temple set forth in Section 6 of this Agreement shall be true and correct at the Effective Date as though made on and as of the Effective Date, and all obligations and covenants of Golden Temple required under this Agreement to be performed prior to the Effective Date shall have been performed.



10.1.2 There shall not have been any material adverse change in the business or financial condition of Golden Temple from the date hereof through the Effective Date.

10.1.3 This Agreement shall have been duly approved by the board of directors of Golden Temple in accordance with the Oregon Business Corporation Act.

10.1.4 This Agreement shall have been approved by the holders of a majority of the outstanding shares of common stock and the Board of Directors of Yogi G and Flower & Fragrance entitled to vote thereon in accordance with the California General Corporation Law and by the holders of a majority of the outstanding shares of common stock of Golden Temple entitled to vote thereon in accordance with the Oregon Business Corporation Act.

10.2 Conditions to Obligation of Golden Temple. The obligation of Golden Temple to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

10.2.1 The representations and warranties of Yogi G set forth in Section 4 and the representations and warranties of Flower & Fragrance set forth in Section 5 of this Agreement shall be true and correct at the Effective Date as though made on and as of the Effective Date, and all obligations and covenants of Yogi G and Flower & Fragrance required under this Agreement to be performed prior to the Effective Date shall have been performed.

10.2.2 There shall not have been any material adverse change in the business or financial condition of Yogi G and Flower & Fragrance from the date hereof through the Effective Date.

10.2.3 This Agreement shall have been duly approved by the board of directors of Yogi G and Flower & Fragrance in accordance with the California General Corporation Law.

10.2.4 This Agreement shall have been approved by the holders of a majority of the outstanding shares of common stock of both Yogi G and Flower & Fragrance entitled to vote thereon in accordance and by the holders of a majority of the outstanding shares of common stock and the Board of Directors of Golden Temple entitled to vote thereon in accordance with the Oregon Business Corporation Act.

10.2.5 There shall not have been received prior to the taking of the vote of shareholders of the respective Constituent Corporations written notices of intention to demand payment of the fair value of the shares from any of the holders of shares of common stock of Yogi G, Flower & Fragrance or Golden Temple.

**SECTION 11. TERMINATION**

**11.1 Failure of Shareholder Approval.** This Agreement shall automatically terminate in the event it is brought to a vote and not adopted by the holders of a majority of the outstanding shares of common stock of Yogi G, Flower & Fragrance, or Golden Temple, respectively, entitled to vote thereon at a meeting called for such purpose.

**11.2 Other Termination.** This Agreement may be terminated and the merger abandoned at any time prior to the Effective Date, whether before or after submission to or approval by the shareholders of any of the Constituent Corporations:

**11.2.1** By mutual agreement of the boards of directors of Yogi G, Flower & Fragrance and Golden Temple;

**11.2.2** By the board of directors of Yogi G or Flower & Fragrance if any condition provided in Section 10.1 of this Agreement has not been satisfied or waived on or before the Effective Date;

**11.2.3** By the board of directors of Golden Temple if any condition provided in Section 10.2 of this Agreement has not been satisfied or waived on or before the Effective Date; or

**11.2.4** By the board of directors of either Yogi G and Flower & Fragrance or Golden Temple if the Effective Date shall not have occurred on or prior to June 15, 1994, other than by reason of default by the terminating party.

**11.3 Effect of Termination.** In the event of termination of this Agreement as provided in this Section 11, this Agreement shall become wholly void and of no effect, each party shall bear its own expenses, and, except for liability of a party when default by such party has occasioned the termination of this Agreement by the nondefaulting party, there shall be no liability or obligation on the part of either party.

**SECTION 12. MISCELLANEOUS PROVISIONS**

**12.1 Waivers.** Each party, by written instrument, may extend the time for performance of any of the obligations or other acts of the other party, waive any inaccuracies of the representations and warranties of the other party, waive compliance with any of the covenants of the other party, waive performance of any of the obligations of the other party set forth in this Agreement, or waive any condition to its obligation to effect the merger.

**12.2 Survival.** The representations, warranties, covenants, agreements, terms, and conditions contained or referred to in this Agreement shall not survive the Effective Date.

**TRADEMARK****REEL: 002600 FRAME: 0703**

**12.3 Amendment.** This Agreement may be amended at any time prior to the Effective Date, whether before or after the meetings of the shareholders of the respective Constituent Corporations with approval of the respective boards of directors of the Constituent Corporations.

**12.4 Expenses.** Each party shall pay the expenses incurred by it in connection with the transactions contemplated hereby.

**12.5 Counterpart Execution.** This document may be executed in counterparts and shall be effective when signed by all parties.

YOGI G, INC.,  
a California corporation

*Sopurkh Kaur Khalsa*  
By: *Sopurkh Kaur Khalsa*  
Its: *Chief Fin. officer*

FLOWER & FRAGRANCE KHALSA, INC.,  
a California corporation

*Sopurkh Kaur Khalsa*  
By: *Sopurkh Kaur Khalsa*  
Its: *Sec/Treas.*

GOLDEN TEMPLE OF OREGON, INC.,  
an Oregon corporation

*Kartar S. Khalsa*  
By: *KARTAR S. KHALSA*  
Its: *SEC-TREAS.*

8 - AGREEMENT AND PLAN OF MERGER

(SFW2/80042/88805/AM/563240.1)

|   |                    |                |
|---|--------------------|----------------|
| DO NOT USE THIS SPACE   |                    |                |
| 9. Statement and signature:   |                    |                |
| <i>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.</i> |                    |                |
| <i>Arthur L. Whinston</i>   | <i>[Signature]</i> | <i>10-7-02</i> |
| Name of Person Signing  | Signature          | Date           |
| Total number of pages including cover sheet, attachments and document: 11   |                    |                |