

1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Attorney Docket No: JSCO221975

To the Director - U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Urban Juice & Soda Company Ltd.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Wyoming
 Other _____

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

2. Name and address of receiving party(ies):
Name: JONES Soda Co.
Address: 234 - 9th Avenue North

City: Seattle State: WA ZIP: 98109

Individual(s) citizenship _____
 Association State of _____
 General Partnership State of _____
 Limited Partnership State of _____
 Corporation-State State of Washington
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution date: June 26, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No(s).
 Additional numbers attached? Yes No

B. Trademark Registration Nos. 2,118,528 and 2,577,172
 Additional numbers attached? Yes No

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

 Faye L. Tomlinson, Esq.
 CHRISTENSEN O'CONNOR
 JOHNSON KINDNESS^{PLLC}
 1420 Fifth Avenue
 Suite 2800
 Seattle, WA 98101-2347
 206.682.8100

6. Total number of registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ 65.00

8. The Director is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

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.

Faye L. Tomlinson Faye L Tomlinson 5/1/03
 Name of Attorney or Agent Signature Date
 Registration No.
 Direct Dial 206.695.1717 Total number of pages including cover sheet, attachments and document: 13

OMB No. 0651-0011 (exp. 4/94)

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

JONES SODA CO.

a Washington Profit corporation,

were filed for record in this office on the date indicated below.

Merging URBAN JUICE & SODA COMPANY LTD. (A Wyoming corp. not qualified in Washington) into JONES SODA CO.

UBI Number: 602 013 097

Date: August 01, 2000



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

Ralph Munro, Secretary of State
2-916654-3

State of Wyoming

Office of the
Secretary of State

United States of America, }
State of Wyoming } ss.

I, JOSEPH B. MEYER, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuances of this certificate have been fulfilled.

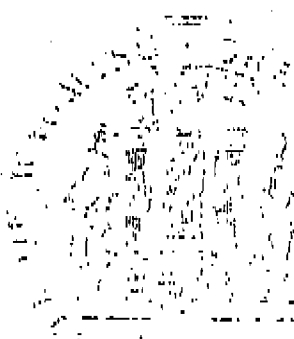
CERTIFICATE OF MERGER

OF

URBAN JUICE & SODA COMPANY LTD.(WYOMING)
merged into: JONES SODA CO. (WASHINGTON) SURVIVOR

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues this certificate.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Wyoming. Done at Cheyenne, the Capital, this 1ST day of AUGUST A.D., 2000.



Joseph B Meyer

Secretary of State

By *Linda O'Neill*

FILED: 08/01/2000
CID: 1999-00352876
WY Secretary of State

Doc. ID: 2000-00406975

ARTICLES OF MERGER

URBAN JUICE & SODA COMPANY LTD.,
a Wyoming corporation

WITH AND INTO

JONES SODA CO.,
a Washington corporation

In accordance with Wyoming Statute Section 17-16-1105 (2000) and Revised Code of Washington Section 23B.11.050, the undersigned, Jennifer Cue, the Chief Financial Officer and Secretary of both Urban Juice & Soda Company, Ltd., a Wyoming corporation ("UJS"), and Jones Soda Co., a Washington corporation ("Jones Soda"), DOES HEREBY CERTIFY as follows:

(1) The Constituent Companies in the merger (the "Merger") are UJS and Jones Soda, and the name of the surviving corporation is Jones Soda Co., a Washington corporation.

(2) An Agreement and Plan of Merger dated June 26, 2000 (the "Merger Agreement") has been approved, adopted, and executed by each of the Constituent Companies in accordance with Wyoming Statute Section 17-16-1101 (2000) and Revised Code of Washington Section 23B.11.010, as relevant. The Merger Agreement is attached hereto as Exhibit A and incorporated herein by this reference.

(3) The Merger was duly approved by 10,302,264 of the 18,813,398 shares of UJS entitled to vote and by the sole shareholder of the Jones Soda in accordance with Wyoming Statute Section 17-16-1103 (2000) and Revised Code of Washington Section 23B.011.030, as applicable.

The Merger shall become effective on the date on which these Articles of Merger are filed with the Secretary of State of the State of Washington and the Secretary of State of the State of Wyoming.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed as of June 27, 2000.

URBAN JUICE & SODA COMPANY LTD.,
a Washington corporation

By: 
Jennifer Cue, Chief Financial Officer and Secretary

JONES SODA CO.,
a Washington corporation

By: 
Jennifer Cue, the Chief Financial Officer

Registered
1999-00352876
11/29/2000

COPY

AGREEMENT AND PLAN OF MERGER
OF URBAN JUICE & SODA COMPANY LTD.,
A WYOMING CORPORATION
AND
JONES SODA CO.,
A WASHINGTON CORPORATION

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 26, 2000, (the "Agreement") is between Urban Juice & Soda Company Ltd., a Wyoming corporation ("Urban Juice"), and Jones Soda Co., a Washington corporation ("Jones Soda"). Urban Juice and Jones Soda are sometimes referred to herein as the "Constituent Corporation(s)."

RECITALS

A. Urban Juice is a corporation duly organized and existing under the laws of the State of Wyoming and has an authorized capital of 100,000,000 shares, all of which are designated "Common Shares." As of June 26, 2000, 18,813,398 Common Shares were issued and outstanding.

B. Jones Soda is a corporation duly organized and existing under the laws of the State of Washington and has an authorized capital of 100,000,000 shares, all of which are designated "Common Stock." As of June 26, 2000, 100 shares of Common Stock were issued and outstanding, and held by Urban Juice.

C. The Board of Directors of Urban Juice has determined that, for the purpose of effecting the reincorporation of Urban Juice in the State of Washington, it is advisable and in the best interests of Urban Juice that Urban Juice merge with and into Jones Soda upon the terms and conditions herein provided.

D. The respective boards of directors of Urban Juice and Jones Soda have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Urban Juice and Jones Soda hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 MERGER. In accordance with the provisions of this Agreement, the Wyoming Business Corporation Act and the Washington Business Corporation Act, Urban Juice shall be merged with and into Jones Soda (the "Merger"), the separate existence of Urban Juice shall cease and Jones Soda shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Jones Soda Co.

1.2 FILING AND EFFECTIVENESS. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Wyoming Business Corporation Act and the Washington Business Corporation Act;

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(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Agreement and Plan of Merger meeting the requirements of the Wyoming Business Corporation Act and the Washington Business Corporation Act shall have been filed with the Secretaries of State of the states of Wyoming and Washington, respectively.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 EFFECT OF THE MERGER. Upon the Effective Date of the Merger, the separate existence of Urban Juice shall cease and Jones Soda, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Urban Juice's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Urban Juice, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Jones Soda as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Urban Juice in the same manner as if Jones Soda had itself incurred them, all as more fully provided under the applicable provisions of the Wyoming Business Corporation Act and the Washington Business Corporation Act.

II. ORGANIZATIONAL DOCUMENTS, DIRECTORS AND OFFICERS

2.1 ARTICLES OF INCORPORATION. The Articles of Incorporation of Jones Soda as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 BYLAWS. The Bylaws of Jones Soda as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 DIRECTORS AND OFFICERS. The directors and officers of Urban Juice immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 URBAN JUICE COMMON SHARES. Upon the Effective Date of the Merger, each share of Urban Juice Common Shares issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. In lieu thereof, any fractional share interests to which a holder would otherwise be entitled shall be aggregated.

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3.2 URBAN JUICE OPTIONS AND WARRANTS.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Urban Juice under, and continue, the 1996 Stock Option Plan and all other employee benefit plans of Urban Juice. Each outstanding and unexercised option, warrant or other right to purchase, Urban Juice Common Shares ("Right") shall become an option, warrant or other right to purchase the Surviving Corporation's Common Stock, on a one-for-one basis, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such Urban Juice Right at the Effective Date of the Merger. This paragraph 3.2(a) shall not apply to Urban Juice Common Shares. Such Common Shares are subject to paragraph 3.1 hereof.

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of the Rights equal to the number of shares of Urban Juice Common Shares so reserved immediately prior to the Effective Date of the Merger.

3.3 JONES SODA COMMON STOCK. Upon the Effective Date of the Merger, each share of Common Stock of Jones Soda issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Urban Juice, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 EXCHANGE OF CERTIFICATES. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Urban Juice Common Shares will be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Urban Juice Common Shares shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of Urban Juice Common Shares were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above. Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Urban Juice so converted and given in exchange therefor, unless otherwise determined by the board of directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

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IV. GENERAL

4.1 **COVENANTS OF JONES SODA.** Jones Soda covenants and agrees that it will, on or before the Effective Date of the Merger, take such other actions as may be required by the Washington Business Corporation Act.

4.2 **FURTHER ASSURANCES.** From time to time, as and when required by Jones Soda or by its successors or assigns, there shall be executed and delivered on behalf of Urban Juice such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Jones Soda the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Urban Juice and otherwise to carry out the purposes of this Agreement, and the officers and directors of Jones Soda are fully authorized in the name and on behalf of Urban Juice or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 **ABANDONMENT.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Jones Soda or of Urban Juice, or of both, notwithstanding the approval of this Agreement by the shareholders of Urban Juice or by the sole shareholder of Jones Soda, or by both.

4.4 **AMENDMENT.** The boards of directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of Wyoming and Washington, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 **REGISTERED OFFICE.** The name and address of the registered office of the Surviving Corporation in the State of Washington is CT Corporation 520 Pike Street Seattle, Washington 98101.

4.6 **AGREEMENT.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 234 9th Avenue North, Seattle, WA, 98109, and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.7 **GOVERNING LAW.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Washington and, so far as applicable, the merger provisions of the Wyoming Business Corporation Act.

4.8 **COUNTERPARTS.** In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement, having first been approved by the resolutions of the boards of directors and shareholders of Jones Soda and Urban Juice, is hereby executed on behalf of each such corporation and attested by their respective officers thereunto duly authorized.

URBAN JUICE & SODA COMPANY LTD.,
a Wyoming corporation

By: [Signature]
Its: President, CEO

JONES SODA CO.,
a Washington corporation

By: [Signature]
Its: President, CEO

COPY

ARTICLES OF INCORPORATION
OF
JONES SODA CO.

COPY

602 013 097

ARTICLE I
Name

FILED
STATE OF WASHINGTON

FEB 14 2000

The name of the corporation is JONES SODA CO. (the "Corporation")

RALPH MUMRO
SECRETARY OF STATE

ARTICLE II
Authorized Shares

The Corporation shall be authorized to issue one hundred million (100,000,000); shares of Common Stock, without par value.

ARTICLE III
Directors

The number of directors of the Corporation and the manner in which such directors are to be elected shall be as set forth in the bylaws. The names and addresses of the initial directors are:

<u>Name</u>	<u>Address</u>
Peter M. van Stolk	1356 Frances Street Vancouver, B.C. V5L 1Y9
Jennifer L. Cue	1356 Frances Street Vancouver, B.C. V5L 1Y9
Ron B. Anderson	1356 Frances Street Vancouver, B.C. V5L 1Y9
Michael M. Fleming	1356 Frances Street Vancouver, B.C. V5L 1Y9
Matthew Kellogg	1356 Frances Street Vancouver, B.C. V5L 1Y9
Peter Cooper	1356 Frances Street Vancouver, B.C. V5L 1Y9

The terms of the initial directors shall expire at the first shareholders' meeting at which directors are elected.

ARTICLE IV
Shareholders' Rights

1. Shareholders of the Corporation have no preemptive rights to acquire additional shares issued by the Corporation.
2. Holders of Common Stock shall be entitled to receive the net assets of the Corporation upon dissolution.

ARTICLE V
Voting Rights: Quorum

1. Holders of Common Stock shall have unlimited voting rights of one vote per share on each matter to be voted on.
2. At each election of directors, every shareholder entitled to vote at such election has the right to vote the number of shares of stock held by such shareholder for each of the directors to be elected. In any election of directors, the candidates elected are those receiving the largest number of votes cast by the shares entitled to vote, up to the number of directors to be elected by such shares. No cumulative voting for directors shall be permitted.
3. Any action required or which may be taken at a meeting of shareholders of the Corporation may be taken without a meeting or a vote if the action is taken with the prior written consent of all shareholders entitled vote.
4. A quorum at any annual or special meeting of shareholders shall consist of shareholders representing, either in person or by proxy, at least 33-1/3% of the votes entitled to be cast on the matter by each voting group.

ARTICLE VI
Limitation on Liability of Directors

No director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for his or her conduct as a director, which conduct takes place on or after the date this Article becomes effective, except for (i) acts or omissions that involve intentional misconduct or a knowing violation of law by the director, (ii) conduct violating RCW 23B.08.310, or (iii) any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If, after this Article becomes effective, the Washington Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be deemed eliminated or limited to the fullest extent permitted by the Washington Business Corporation Act, as so amended. Any amendment to or repeal of this Article shall not adversely affect any right or protection of a director of the Corporation for or with respect to any acts or omissions of such director occurring prior

to such amendment or repeal. This provision shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date this Article becomes effective.

ARTICLE VII
Registered Office

The name and address of the registered office of the Corporation is CT Corporation 520 Pike Street Seattle, Washington 98101.

ARTICLE VIII
Incorporator

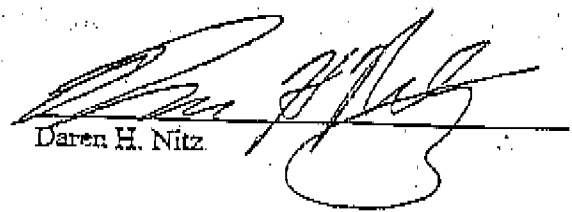
The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
Daren H. Nitz	1325 Fourth Avenue, Suite 1200 Seattle, Washington 98101-2509

ARTICLE IX
Amendment of Articles

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on shareholders and directors are subject to this reserved power.

DATED: February 11, 2000


Daren H. Nitz

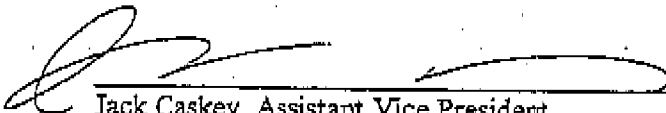
CONSENT TO SERVE AS REGISTERED AGENT

C T Corporation System, 520 Pike Street, Suite 2610, Seattle, Washington 98101 does hereby consent to serve as Registered Agent for the following company:

Jones Soda Co.

We understand that as the agent, it will be our responsibility to receive service of process; to forward all mail; and to immediately notify the Office of the Secretary of State in the event of our resignation, or of any changes in the Registered Office address.

DATED this 11th day of February, 2000


Jack Caskey, Assistant Vice President