

Form PTO-1594

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

To The Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>NABISCO LTD.</u> <u>10 PARK LAWN ROAD</u> <u>ETOBICOKE, ONTARIO CANADA</u> <u>M8Y 3B8</u></p> <p>Individual(s) Association General Partnership Limited Partnership <input checked="" type="checkbox"/> Corporation-State or Country: <u>CANADA</u> Other:</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	<p>2. Name and address of receiving party(ies): Name: <u>KRAFT CANADA INC</u> Internal Address: Street Address: <u>95 MOATFIELD DRIVE</u> City: <u>DON MILLS</u> <u>CANADA</u> Zip: <u>M3B3L6</u></p> <p>Individual(s) citizenship Association General Partnership Limited Partnership <input checked="" type="checkbox"/> Corporation-State or Country: <u>CANADA</u> Other:</p>
<p>3. Nature of Conveyance: Assignment <input type="checkbox"/> Merger Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>AMALGAMATION</u> Execution Date: <u>DECEMBER 30, 2001</u></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional names(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) <u>See attached sheet</u></p>
<p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>SUSAN H. FROHLING</u> Internal Address: Company: <u>KRAFT FOODS</u> Street Address: <u>THREE LAKES DRIVE</u> City: <u>NORTHFIELD</u> State: <u>IL</u> Zip: <u>60093</u></p>	<p>6. Total number of applications and registrations invoiced: 9</p> <p>7. Total fee (37 CFR 3.41): <u>\$ 240.00</u> <u>\$40 for one mark and \$25 for each additional</u></p> <p>Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit</p>
	<p>8. Deposit account number: <u>11-1650</u></p>

9. Statement and signature.

SUSAN H. FROHLING
Name of Person Signing

Susan H. Frohling
Signature

6/19/03
Date

Total number of pages comprising cover sheet: 2

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

Am

CONTINUATION OF
RECORDATION FORM CONSENT

4(a) and (b) Cont'd

TrademarkApplication No.

4(a)

TrademarkRegistration No.

4(b)

PRIMO	2,354,807
PRIMO	2,501,031
PRIMO AND DESIGN	974,230
PRIMO AND DESIGN	1,521,142
PRIMO AND DESIGN	1,779,103
PRIMO AND DESIGN	2,354,846
PRIMO AND DESIGN	2,501,032
PRIMO AND DESIGN	2,511,221
PRIMO. FOR THE LOVE OF ITALIAN FOOD	2,503,114

KRAFT CANADA INC.**CERTIFICATE**

The undersigned, Ian J. T. Cross, as the duly elected or appointed Assistant Secretary of Kraft Canada Inc. (the "Corporation"), certifies for and on behalf of and under the corporate seal of the Corporation, intending that the same may be relied upon by you without further inquiry, that annexed hereto and marked as Exhibit "A" is a true and complete copy of the certificate and articles of amalgamation of the Corporation (the "Articles"). The Articles are in full force and effect at the date hereof, have not been amended or varied and neither the directors nor the shareholders of the Corporation have passed, confirmed or consented to any amendments or variations to the Articles.

DATED at Toronto this 19th day of February, 2002.



Ian J. T. Cross

EXHIBIT "A"

ARTICLES OF AMALGAMATION

 Industry Canada

Industrie Canada

**Certificate
of Amalgamation**

**Canada Business
Corporations Act**

**Certificat
de fusion**

**Loi canadienne sur
les sociétés par actions**

KRAFT CANADA INC.

399257-8

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

Je certifie que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.



Director - Directeur

December 30, 2001 / le 30 décembre 2001

Date of Amalgamation - Date de fusion

Canada

Industry Canada Industrie Canada
 Canada Business Operations Act Loi canadienne sur les sociétés par actions

FORM 9
ARTICLES OF AMALGAMATION
 (SECTION 185)

FORMULE 9
STATUTS DE FUSION
 (ARTICLE 185)

1 - Name of the Amalgamated Corporation *Dénomination sociale de la société issue de la fusion*
KRAFT CANADA INC.

2 - The province or territory in Canada where the registered office is to be situated *La province ou le territoire du Canada où se situera le siège social*
ONTARIO

3 - The classes and any maximum number of shares that the corporation is authorized to issue *Catégories et tout nombre maximal d'actions que la société est autorisée à émettre*
 The Corporation is authorized to issue an unlimited number of common shares and an unlimited number of preferred shares.

4 - Restrictions, if any, on share transfers *Restrictions sur le transfert des actions, s'il y a lieu*
 There are no restrictions.

5 - Number (or minimum and maximum number) of directors *Membre (ou nombre minimal et maximal) d'administrateurs*
 A minimum of three and a maximum of 13, the actual number to be determined from time to time by resolution of the directors.

6 - Restrictions, if any, on business the corporation may carry on *Limites imposées à l'activité commerciale de la société, s'il y a lieu*
 There are no restrictions.

7 - Other provisions, if any *Autres dispositions, s'il y a lieu*
 The annexed Schedule 1 is incorporated in this form.

8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows: *La fusion a été approuvée en accord avec l'article ou le paragraphe de la Loi indiqué ci-après*

182
 184(1)
 184(2)

<i>9 - Name of the amalgamating corporations</i> Dénomination sociale des sociétés fusionnantes	<i>Corporation No.</i> N° de la société	<i>Signature</i>	<i>Date</i>	<i>Title</i> Titre
KRAFT CANADA INC.	3214541	<i>Richard C. Fairley</i>	Dec. 20 /01	VP, General Counsel & Sec.
NABISCO LTD - NABISCO LTÉE	2879808	<i>Richard C. Fairley</i>	Dec. 20 /01	VP, General Counsel & Sec.

For Departmental Use Only - À l'usage de ministères
 Corporation No. / N° de la société
399257-8

Filed - Déposé
JAN 08 2002

Canada

SCHEDULE 1
to
ARTICLES OF AMALGAMATION
of
KRAFT CANADA INC.
(the "Corporation")

The following other provisions form part of these Articles of Amalgamation:

1. Without limiting the borrowing powers of the Corporation as set forth in the *Canada Business Corporations Act*, the directors may from time to time on behalf of the Corporation without authorization of the shareholders:
 - (a) borrow money on the credit of the Corporation;
 - (b) issue, reissue, sell or pledge bonds, debentures, notes or other evidences of indebtedness or guarantee of the Corporation, whether secured or unsecured;
 - (c) to the extent permitted by the *Canada Business Corporations Act*, give a guarantee on behalf of the Corporation to secure performance of any present or future indebtedness, liability or obligation of any person; and
 - (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired real or personal movable or immovable, property of the Corporation including book debts, rights, powers, franchises and undertakings, to secure any such bonds, debentures, notes or other evidences of indebtedness or guarantee or any other present or future indebtedness, liability or obligation of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

2. The rights, privileges, restrictions and conditions attaching to the preferred shares are as follows:
 - (a) *Non-Cumulative Dividends:* The holders of the preferred shares, in priority to the holders of the common shares and all other shares ranking junior to the preferred shares, shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends, fixed preferential non-cumulative cash dividends at the rate of 5% per annum on the Redemption Price (as hereinafter defined) per share. The board of directors shall be entitled from time to time to declare part of the said preferential non-cumulative cash

dividend for any financial year notwithstanding that such dividend for such financial year shall not be declared in full. If within 4 months after the expiration of any financial year of the Corporation the board of directors in its discretion has not declared the said dividend or any part thereof on the preferred shares for the financial year, then the rights of the holders of the preferred shares to such dividend or to any undeclared part thereof for such financial year shall be forever extinguished. The holders of preferred shares shall not be entitled to any dividends other than or in excess of the preferential non-cumulative dividends hereinbefore provided.

- (b) *Dividends Preferential:* Except with the consent in writing of the holders of all the preferred shares outstanding, no dividend shall at any time be declared and paid on or set apart for payment on the common shares or on any other shares ranking junior to the preferred shares in any financial year unless and until the preferential non-cumulative dividend on all the preferred shares outstanding in respect of such financial year has been declared and paid or set apart for payment.
- (c) *Participation upon Liquidation, Dissolution or Winding-up:* In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the preferred shares shall be entitled to receive from the assets of the Corporation a sum equivalent to the aggregate Redemption Amount (as hereinafter defined) of all preferred shares held by them respectively before any amount shall be paid or any assets of the Corporation distributed to the holders of any common shares or shares of any other class ranking junior to the preferred shares. After payment to the holders of the preferred shares of the amount so payable to them as above provided they shall not be entitled to share in any further distribution of the assets of the Corporation.
- (d) *Redemption at Option of Holder:* A holder of preferred shares shall be entitled to require the Corporation to redeem, subject to the requirements of the Canada Business Corporations Act as now enacted or as the same may from time to time be amended, re-enacted or replaced, at any time or times all or any of the preferred shares held by such holder by tendering to the Corporation at its registered office a share certificate or certificates representing the preferred shares which the holder desires to have the Corporation redeem together with a request in writing specifying (i) that the holder desires to have the preferred shares represented by such certificate or certificates redeemed by the Corporation and, if part only of the shares represented by such certificate or certificates is to be redeemed, the number thereof so to be redeemed and (ii) the business day (herein referred to as the "Redemption Date") on which the holder desires to have the Corporation redeem such preferred shares. The Redemption Date shall be not less than 30 days (or such shorter period to which the Corporation may consent) after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the preferred shares which the holder desires to have the Corporation redeem together with such a request the Corporation shall on the Redemption Date redeem such preferred

shares by paying to such holder the Redemption Amount (as hereinafter defined) of each such preferred share being redeemed. Such payment shall be made by certified cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate are redeemed a new certificate for the balance shall be issued at the expense of the Corporation. The said preferred shares shall be redeemed on the Redemption Date and from and after the Redemption Date the holder of such shares shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of a holder of preferred shares in respect thereof unless payment of the Redemption Amount is not made on the Redemption Date, in which event the rights of the holder of the said preferred shares shall remain unaffected.

- (e) ***Redemption by Corporation:*** The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding preferred shares on payment of an amount for each share to be redeemed equal to the amount paid up thereon, such amount being herein referred to as the "Redemption Price", plus all declared and unpaid dividends thereon, the whole constituting and being herein referred to as the "Redemption Amount".
- (f) ***Idem:*** In the case of redemption of preferred shares under the provisions of clause 2(e) hereof, the Corporation shall at least 21 days (or, if all of the holders of the preferred shares consent, such shorter period to which they may consent) before the date specified for redemption mail (or, with the consent of any particular holder, otherwise deliver) to each person who at the date of mailing (or delivery, as the case may be) is a holder of preferred shares to be redeemed a notice in writing of the intention of the Corporation to redeem such preferred shares. Such notice shall (subject to the consent of any particular holder referred to above) be mailed by letter, postage prepaid, addressed to each such holder at his address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing then to the last known address of such holder; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Redemption Amount and the date on which redemption is to take place and if part only of the shares held by the person to whom it is addressed is to be redeemed the number thereof so to be redeemed. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the preferred shares to be redeemed the Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated in such notice of the certificates representing the preferred shares called for redemption. such payment shall be made by cheque payable at par at any branch of the Corporation's bankers in Canada. If a part only of the shares represented by any certificate are redeemed a new certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified for redemption in any such notice the holders of the preferred shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of holders of preferred shares in respect thereof unless payment of the Redemption Amount is not made

upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the said preferred shares shall remain unaffected. The Corporation shall have the right at any time after the mailing (or delivery, as the case may be) of notice of its intention to redeem any preferred shares to deposit the Redemption Amount of the shares so called for redemption or of such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or in any trust company in Canada, named in such notice, to be paid without interest to or to the order of the respective holders of such preferred shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing the same, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the preferred shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest their proportionate part of the total Redemption Amount so deposited against presentation and surrender of the said certificates held by them respectively and any interest allowed on such deposit shall belong to the Corporation.

- (g) *Voting Rights:* The holders of the preferred shares shall not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting.

3. The rights, privileges, restrictions and conditions attaching to the common shares are as follows:

- (a) *Dividends:* Subject to the prior rights of the holders of the preferred shares and any other shares ranking senior to the common shares with respect to priority in the payment of dividends, the holders of common shares shall be entitled to receive dividends and the Corporation shall pay dividends thereon, as and when declared by the board of directors of the Corporation out of moneys properly applicable to the payment of dividends, in such amount and in such form as the board of directors of the Corporation may from time to time determine and all dividends which the board of directors of the Corporation may declare on the common shares shall be declared and paid in equal amounts per share on all common shares at the time outstanding.
- (b) *Dissolution:* In the event of the dissolution, liquidation or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, subject to the prior rights of the holders of the preferred shares and any other shares ranking senior to the common shares with respect to priority in the distribution of assets upon dissolution, liquidation, winding-up or distribution or the purpose of winding-up, the holders of the common shares shall be entitled to receive the remaining property and assets of the Corporation.

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Voting Rights: The holders of the common shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and shall have one vote for each common share held at all meetings of the shareholders of the Corporation, except meetings at which any holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series.

Appointment of Domestic Representative

Kraft Canada Inc. appoints the following as its Domestic Representative upon whom notice in the proceedings affecting any marks owned by Kraft Canada Inc., may be served:

Susan Hanaway Frohling
Attorney
Kraft Foods Holdings, Inc.
Three Lakes Drive
Northfield, IL 60093
Phone: (847) 646-8657
Fax: (847) 646-4431
E-Mail: sfrohling@kraft.com

In accordance with the notice in the Federal Register dated June 21, 1999, this authorization will grant the United States Patent and Trademark Office permission to send correspondence regarding the applications and/or registration of Kraft Canada Inc. to its Domestic Representative.



Robert L. Herst
Assistant Secretary
Kraft Canada Inc.
95 Moatfield Drive
Don Mills, Ontario
Canada M3B 3L6

If there is any problem
with this FAX, please
FAX back to 703 620-1294.

Thanks
Diane