

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	MERGER
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D'Amico Catering, Inc.		06/16/2003	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	D'Amico Catering, LLC
Street Address:	211 North First Street
Internal Address:	Suite 175
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55401
Entity Type:	Limited Liability Corporation: MINNESOTA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2164891	D'AMICO & SONS
Registration Number:	2423292	D'AMICO & SONS

CORRESPONDENCE DATA	
Fax Number:	(612)604-6800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-604-6400
Email:	tarnlund@winthrop.com
Correspondent Name:	Troy E. Arnlund, Esq.
Address Line 1:	225 South Sixth
Address Line 2:	Suite 3500
Address Line 4:	Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	6610
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NAME OF SUBMITTER:	Troy E. Arnlund, Esq.
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Total Attachments: 6
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State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 322B

State of Formation and Names of Merging Entities:

*MN: D'AMICO CATERING, INC.
MN: D'AMICO CATERING, LLC*

State of Formation and Name of Surviving Entity:

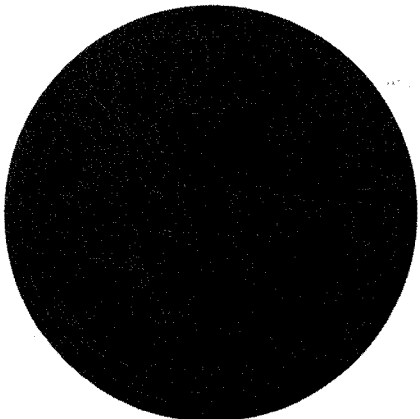
MN: D'AMICO CATERING, LLC

Effective Date of Merger: June 16, 2003

Name of Surviving Entity After Effective Date of Merger:

D'AMICO CATERING, LLC

This certificate has been issued on: June 16, 2003



Mary Kiffmeyer
Secretary of State.

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ARTICLES OF MERGER
 OF
 D'AMICO CATERING, INC.
 (a Minnesota corporation)
 INTO
 D'AMICO CATERING, LLC
 (a Minnesota limited liability company)

Pursuant to the provisions of the Minnesota Business Corporation Act, Chapter 302A of the Minnesota Statutes and the provisions of the Minnesota Limited Liability Company Act, Chapter 322B of the Minnesota Statutes, the undersigned domestic corporation and domestic limited liability company hereby adopt the following Articles of Merger:

1. **Constituent Organizations.** The names of the organizations that are parties to the merger are:
 - a. D'Amico Catering, LLC, a Minnesota limited liability company ("LLC"); and
 - b. D'Amico Catering, Inc., a Minnesota corporation ("INC").
2. **Plan of Merger.** The Agreement and Plan of Merger, dated as of June 13, /, by and between LLC and INC is attached hereto as Exhibit A and incorporated herein by reference (the "Plan of Merger").
3. **Surviving Corporation.** LLC will be the organization which survives the merger.
4. **Approval by Governors and Members of LLC.** The Plan of Merger has been duly adopted and approved by all of the governors and members of LLC pursuant to the requirements of Minnesota Statutes Section 322B.72.
5. **Approval by Directors and Shareholders of INC.** The Plan of Merger has been duly adopted and approved by the directors and the shareholders of INC pursuant to the requirements of Minnesota Statutes Section 302A.613.
6. **Effective Date of Merger.** The effective date of the Merger shall be the date on which these Articles of Merger are filed with the Secretary of State of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger on the 13th day of June, 2003.

D'AMICO CATERING, LLC

D'AMICO CATERING, INC.

By *Paul M...*
 Its Chief Mgr.

By *Paul M...*
 Its CEO

537703

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

(Please See Attached)

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is made and entered into effective as of June 16, 2003, by and between **D'AMICO CATERING, LLC**, a Minnesota limited liability corporation ("LLC"), and **D'AMICO CATERING, INC.**, a Minnesota corporation ("INC").

WHEREAS, LLC is a wholly-subsiary of D'Amico Holding Company, a Minnesota corporation ("Holding");

WHEREAS, pursuant to Minnesota Statutes Sections 332B.71 to 332B.75 and Minnesota Statutes Sections 302A.611 to 302A.651, LLC and INC desire that INC be merged with and into LLC under and in accordance with the terms and conditions of this Plan, and all applicable law;

WHEREAS, for federal income tax purposes, it is intended that the above-described merger shall qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement shall constitute a plan of reorganization pursuant to Section 368 of the Code.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, LLC and INC agree as set forth below:

1. **Merger.** INC shall be merged with and into LLC under and in accordance with the terms and conditions of this Agreement (the "Merger").
2. **Effective Date.** Pursuant to Minnesota Statutes Sections 302A.641 and Section 322B.75, the Merger shall become effective upon the filing of the Articles of Merger, substantially in the form attached as **Exhibit A** (the "Articles of Merger"), with the Minnesota Secretary of State (the "Effective Date").
3. **Effect of Merger.** On the Effective Date, (i) the separate existence of INC shall cease, (ii) LLC shall succeed to all real and personal property and assets of INC, (iii) LLC shall be entitled to exercise all of the rights, privileges, immunities and powers of INC, and (iv) LLC is liable for all of the obligations and liabilities of INC.
4. **Surviving Organization.** LLC shall be the organization which survives the Merger.
5. **Articles of Organization.** The Merger shall not alter, change or amend the Articles of Organization of LLC, and such Articles of Organization shall remain in place as the Articles of Organization for LLC.
6. **Conversion of INC Stock into Membership Interests of LLC.** The issued and outstanding stock of INC consists of 13,661.5 shares of common stock, par value \$.01 per share (the "INC Stock"). On the Effective Date, (i) the holder of each share of INC stock shall receive 990.18387 shares of the common stock of Holding for each share of INC stock held by such holder immediately prior to the Effective Date; and (ii) all issued and outstanding shares of the

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common stock of INC shall be cancelled, and the holders thereof shall have no further rights or preferences relating thereto.

7. **Approval of Merger.** The consummation of the Merger has been approved by the affirmative vote of a majority of the board of governors and members of LLC and by the affirmative vote of a majority of the board of directors and shareholders of INC.

8. **Further Actions.** If at any time following the Effective Date, further actions are necessary or desirable to vest, perfect or confirm in LLC the title to any real or personal property or right of INC to be acquired by or as a result of the Merger, or are otherwise necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of LLC and INC shall execute and deliver such documents and take such other actions as may be necessary or proper to vest, perfect or confirm title to said property or right in LLC and to otherwise carry out the purpose and intent of this Agreement.

9. **Entire Agreement.** This Agreement expresses the whole agreement between the parties with respect to the Merger, there being no representations, warranties or other agreements (oral or written) not expressly set forth or provided for herein.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **Construction.** Wherever possible, each provision of this Agreement and each related document shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related documents.

12. **Severability.** In the event any part of this Agreement is found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

13. **Headings.** The headings of the paragraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Agreement.

14. **Amendment.** This Plan may not be amended except by an instrument in writing signed by LLC and INC.

15. **Governing Law.** This Plan will be construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

D'AMICO CATERING, LLC

By *Ruel D'Amico*
Its Chief Mgr.

D'AMICO CATERING, INC.

By *Ruel D'Amico*
Its CEO

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STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUN 16 2003

Mary Hoffmeyer
Secretary of State M