

09-23-2003

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102556569

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

BW-3, Inc., Jar-Man Associates, Inc.

9-17-03

- Individual(s)
- General Partnership
- Corporation-Ohio and Minnesota, respectively
- Other
- Association
- Limited Partnership

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

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

Name: BW-3, Inc. (now known as Buffalo Wild Wings, Inc.)

Internal Address: Suite 700

Street Address: 1600 Utica Avenue South

City Minneapolis State MN ZIP 55416

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 05/30/1997

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s) 1984843

Additional numbers attached? Yes No

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

Name: John Pickerill

Internal Address: Fredrikson & Byron, P.A.

4000 Pillsbury Center

Street Address: 200 Sixth Avenue South

City: Minneapolis State: MN ZIP 55402-1425

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page by deposit account)

09/22/2003 DBYRNE 00000017 1984843

01 FC:8521

40.00 UP

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.

John Pickerill

Name of Person Signing

John Pickerill
Signature

September 5, 2003
Date

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

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project, (0651-0011). Washington, D.C. 20503

#2845525\1

TRADEMARK
REEL: 002827 FRAME: 0779

State of Minnesota

SECRETARY OF STATE

CERTIFICATE OF MERGER

I, Joan Anderson Grove, 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 the individual merging entities to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

OH: BW-3, INC.

MN: JAR-MAN ASSOCIATES, INC.

State of Formation and Name of Surviving Entity:

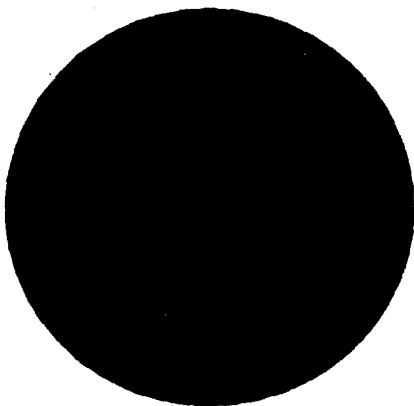
MN: JAR-MAN ASSOCIATES, INC.

Effective Date of Merger: 6/2/97--6:00 A.M.

Name of Surviving Entity After Effective Date of Merger:

BW-3, INC

This certificate has been issued on: 5/30/97



Joan Anderson Grove
Secretary of State.

TRADEMARK

REEL: 002827 FRAME: 0780

84-779

2898

ARTICLES OF MERGER
OF
bw-3, INC.
INTO
JAR-MAN ASSOCIATES, INC.

Pursuant to the provisions of Minnesota Statutes section 302A.615, the following Articles of Merger are executed on May 29, 1997:

1. The names of the corporations that are parties to the merger are bw-3, Inc. ("bw-3"), an Ohio corporation, and Jar-Man Associates, Inc. ("Jar-Man"), a Minnesota corporation and the surviving corporation.

2. The Agreement and Plan of Merger attached hereto as **Exhibit A** has been duly adopted and approved by the Board of Directors and shareholders of each of bw-3 and Jar-Man pursuant to the Ohio Revised Code and Minnesota Statutes chapter 302A, as applicable.

The undersigned swear that the foregoing is true and accurate and that they have the authority to sign these Articles of Merger on behalf of bw-3 and Jar-Man, respectively.

bw-3, INC.

By: Sally J. Smith
Sally J. Smith, President

JAR-MAN ASSOCIATES, INC.

By: [Signature]
James W. Disbrow, President

042867

**AGREEMENT AND PLAN OF MERGER
OF
bw-3, INC.
INTO
JAR-MAN ASSOCIATES, INC.**

THIS AGREEMENT AND PLAN OF MERGER is entered into as of May 29, 1997, by and among **bw-3, Inc.**, an Ohio corporation ("bw-3"), and **Jar-Man Associates, Inc.**, a Minnesota corporation ("Jar-Man"). bw-3 and Jar-Man together may be referred to herein as the "Constituent Corporations." Jar-Man is sometimes referred to herein as the "Surviving Corporation." Jar-Man is a wholly-owned subsidiary of bw-3.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Constituent Corporations hereby agree as follows:

**ARTICLE 1
MERGER**

1.1 **Merger.** Subject to the terms and conditions of this Agreement and Plan of Merger, the Minnesota Business Corporation Act (the "MBCA"), and the Ohio Revised Code (the "Ohio Code"), at the Effective Time (as hereinafter defined), bw-3 shall be merged with and into Jar-Man (the "Merger"), and Jar-Man shall be the Surviving Corporation, pursuant to the provisions of Minnesota Statutes sections 302A.601 et seq. and sections 1701.78 et seq. of the Ohio Code.

**ARTICLE 2
TERMS AND CONDITIONS**

2.1 **Effective Time.** The Merger shall be effective as of 6:00 a.m. on June 2, 1997, or on the date that Articles of Merger including this Agreement and Plan of Merger are filed with the Secretary of State of Minnesota and a Certificate of Merger referring to this Agreement and Plan of Merger is filed with the Secretary of State of Ohio (the "Effective Time"), whichever is later. At the Effective Time, the separate existence of bw-3 shall cease and Jar-Man shall alone continue in existence as the Surviving Corporation. All transactions on and after the Effective Time shall be deemed transactions of and for the account of Jar-Man as the Surviving Corporation.

2.2 **Certain Effects of the Merger.** As of the Effective Time, Jar-Man, as the Surviving Corporation, shall succeed to and possess all the rights, privileges, powers, immunities, franchises, concessions, certificates and authority, of a public as well as a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and every interest therein, and all other choses in action of or belonging to either of the Constituent

Corporations on whatever account shall be vested in Jar-Man as the Surviving Corporation, without any further act or deed; and all property, assets, rights, privileges, powers, immunities, franchises, concessions, certificates and authority shall be thereafter as effectively the property of Jar-Man, as the Surviving Corporation, as they were or would be of the Constituent Corporations or either of them; and title to any real estate or any interest therein vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger.

2.3 Rights and Duties of Surviving Corporation. Jar-Man, as the Surviving Corporation, shall be responsible and liable for all the debts, liabilities, duties and obligations of each of the Constituent Corporations, and as of the Effective Time all such debts, liabilities, duties and obligations shall attach to Jar-Man, as the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities, duties and obligations had been originally incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place; or Jar-Man, as the Surviving Corporation, may be substituted in its place; and neither the rights of creditors nor any liens upon property of either of the Constituent Corporations shall be impaired by the Merger.

2.4 Further Assurances. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any instruments of further assurance are desirable in order to evidence the vesting in it of the title of either of the Constituent Corporations to any of the property rights of the Constituent Corporations, the appropriate officers or directors of bw-3 and Jar-Man are hereby authorized to execute, acknowledge and deliver all such instruments of further assurance and to do all acts or things, either in the name of bw-3 or Jar-Man, as may be requisite or desirable to carry out the provisions of this Agreement and Plan of Merger.

2.5 Consent to Be Sued. As of the Effective Time, the Surviving Corporation (i) consents to be sued and served with process in the State of Ohio and (ii) irrevocably appoints the Secretary of State of the State of Ohio as its agent to accept service of process in any proceeding in the State of Ohio to enforce against the Surviving Corporation any obligation of bw-3 or to enforce the rights of a dissenting shareholder of bw-3.

2.6 Transaction of Business in Ohio. Following the Effective Time, the Surviving Corporation desires to transact business in the State of Ohio as a foreign corporation and, in connection therewith, hereby appoints James M. Schmidt at Robbins, Kelly, Patterson & Tucker, LPA, 830 Main Street, Suite 300, Cincinnati, Ohio 45202, as its statutory agent and with respect to service of any process, notice, or demand upon such statutory agent or the Secretary of State of the State of Ohio.

2.7 Condition to Merger. The Merger shall be conditioned upon no shareholders of bw-3 filing an intent to demand the fair value of shares owned by such shareholder(s) and not voting in favor of the Merger, pursuant to sections 1701.84 and 1701.85 of the Ohio Code. If any shareholder files such an intent to demand fair market value of shares owned by such shareholder and does not vote in favor of the Merger, then, at the option of the Board of

Directors of bw-3, the Merger shall not occur and this Agreement and Plan of Merger shall be null and void.

2.8 **Abandonment.** At any time before the Effective Time, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of bw-3, notwithstanding approval of this Agreement and Plan of Merger by the shareholders of bw-3.

ARTICLE 3 ORGANIZATION AND LOCATION OF THE SURVIVING CORPORATION

3.1 **Governing Instruments.** The Articles of Incorporation and Bylaws of Jar-Man, as amended to date, shall constitute the Articles of Incorporation and Bylaws, respectively, of the Surviving Corporation; provided, however, that at the Effective Time the Articles of Incorporation of Jar-Man, as in effect immediately prior to the Effective Time, shall be amended by amending section 1.1 of Article 1 in its entirety to read as follows:

"1.1) The name of the corporation shall be bw-3, Inc."

3.2 **Board of Directors and Officers.** The names of the persons who shall constitute the Board of Directors and officers of the Surviving Corporation at the Effective Time shall be those persons of bw-3 holding such offices at the Effective Time. Such directors and officers shall serve until the next regular meeting of the shareholders and Board of Directors, respectively, of the Surviving Corporation, and until their successors are duly elected and qualified.

3.3 **Location of Principal Office.** The principal office in Minnesota of the Surviving Corporation shall be located at 1919 Interchange Tower, 600 South Highway 169, Minneapolis, Minnesota 55426.

ARTICLE 4 MANNER AND BASIS OF CONVERTING SHARES

4.1 **Conversion of Shares.** At the Effective Time, by virtue of the Merger and without any action by any shareholder of the Constituent Corporations:

4.1.1 **Jar-Man Common Shares.** Each share of Common Stock, \$.01 par value per share, of Jar-Man issued and outstanding immediately prior to the Effective Time shall be retired and cancelled.

4.1.2 **bw-3 Common Shares.** Each share of Common Stock, without par value, of bw-3 issued and outstanding immediately prior to the Effective Time shall be converted by reason of the Merger and without any action on the part of the holders thereof into and shall become one share of Jar-Man Common Stock. The shares of bw-3

Common Stock so converted shall cease to exist as such and shall exist only as shares of Jar-Man Common Stock.

4.1.3 **bw-3 Options, Warrants, and Other Purchase Rights.** Each outstanding option, warrant, or other right to acquire shares of capital stock of bw-3 issued and outstanding immediately prior to the Effective Time shall become an option, warrant, or other right, respectively, to acquire the same number of shares of capital stock of Jar-Man, with no other changes in the terms or conditions of such rights.

4.2 **Surrender, Issuance of Certificates.** Following the Effective Time, all of the outstanding certificates that prior to that time represented shares of bw-3 Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Jar-Man Common Stock into which the shares of bw-3 Common Stock represented by such certificates have been converted as provided herein. The registered owner on the books and records of bw-3 or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to Jar-Man or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Jar-Man evidenced by such outstanding certificate as provided above.

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

bw-3, INC.

By: Sally J. Smith
Sally J. Smith, President

JAR-MAN ASSOCIATES, INC.

By: [Signature]
James W. Disbrow, President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

MAY 30 1997

Jan Anderson Howe

Secretary of State