

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/09/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crider Poultry, Inc.		08/11/2000	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Crider, Inc.
Street Address:	P. O. Box 398
City:	Stillmore
State/Country:	GEORGIA
Postal Code:	30464
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2535684	CRIDER RED

CORRESPONDENCE DATA

Fax Number: (678)420-9301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 678-420-9300
 Email: mbodonnell@needlerosenberg.com
 Correspondent Name: William H. Needle
 Address Line 1: 999 Peachtree Street
 Address Line 2: Suite 1000
 Address Line 4: Atlanta, GEORGIA 30309-3915

NAME OF SUBMITTER:	William H. Needle
Signature:	/William H. Needle/
Date:	06/01/2005

OP \$40.00 2535684

Total Attachments: 5

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**CERTIFICATE OF CORRECTION
CRIDER, INC.**

Crider, Inc. ("Crider"), as the surviving Georgia corporation in the merger between Crider Poultry, Inc., a Georgia corporation ("Crider Poultry") and Crider

DOES HEREBY CERTIFY:

FIRST: That Crider filed a Certificate of Merger with the Secretary of State of Georgia on August 24, 2000.

SECOND: That Crider and Crider Poultry are parties to an Agreement and Plan of Merger dated as of August 11, 2000 (the "Agreement"), and the Agreement is referred to in the Certificate of Merger.

THIRD: That the Agreement stated that the Merger shall become effective September 9, 2000 (the "Effective Time"); however, the Certificate of Merger did not specify the Effective Time.

FOURTH: That the Certificate of Merger is hereby corrected to comply with the terms of the Agreement, by adding the following Article:

"V.

The Merger shall become effective September 9, 2000."

FIFTH: That this Certificate of Correction is filed in accordance with Section 14-2-124 of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Certificate of Correction to be executed in its name by duly authorized officers this ____ day of September, 2000.

CRIDER, INC.

By:


William A. Crider, Jr., Chairman

CRIDER POULTRY, INC.

By:


William A. Crider, Jr., President

CERTIFICATE OF MERGER OF
CRIDER POULTRY, INC.
(A GEORGIA CORPORATION)
WITH AND INTO CRIDER, INC.
(A GEORGIA CORPORATION)

I.

Crider Poultry, Inc., a Georgia corporation ("Crider Poultry"), and Crider, Inc., a Georgia corporation ("Crider"), are parties to an Agreement and Plan of Merger dated as of August 11, 2000 (the "Agreement"). The surviving corporation in the merger (the "Surviving Corporation") shall be Crider.

II.

The Agreement and the merger were duly approved by the sole shareholder of Crider Poultry on August 11, 2000. Approval by the sole shareholder of Crider was not required.

III.

The executed Agreement is on file at the principal place of business of the Surviving Corporation, which is located at 24 North Rountree, Suite 1, Metter, Georgia, 30439. A copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any shareholder of Crider Poultry or Crider.

IV.

Crider undertakes to request that publication of notice in regard to the filing of this Certificate of Merger will be made as required by Georgia law.

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Certificate of Merger to be executed in its name by duly authorized officers this 11th day of August, 2000.

"Crider Poultry"

CRIDER POULTRY, INC.

By: 

William A. Crider, Jr., President

"Crider"

CRIDER, INC.

By: 

William A. Crider, Jr., Chairman

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of the 11th day of August, 2000, by and between Crider Poultry, Inc., a Georgia corporation ("Crider Poultry"), and Crider, Inc., a Georgia corporation ("Crider").

WHEREAS, Crider has authorized capital stock consisting of One Hundred Thousand (100,000) shares of common stock, par value One Dollar (\$1.00) per share, of which One Thousand Six Hundred (1,600) shares are issued and outstanding ("Crider Common Stock"), all of which shares are held by William A. Crider, Jr. as of the date of this Agreement;

WHEREAS, Crider Poultry has authorized capital stock consisting of Five Hundred Thousand (500,000) shares of common stock, par value One Dollar (\$1.00) per share, of which Five Hundred (500) shares are issued and outstanding ("Crider Poultry Common Stock"), all of which shares are held by William A. Crider, Jr. as of the date of this Agreement; and

WHEREAS, the Boards of Directors of Crider Poultry and of Crider, respectively, deem it to be advisable and generally in the best interests of the two corporate parties and their respective shareholders that Crider Poultry merge with and into Crider, with Crider as the surviving corporation, under and pursuant to the provisions of Section 14-2-1101 of the Georgia Business Corporation Code;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** At the Effective Time (as defined below) and upon the terms and conditions set forth herein, Crider Poultry shall be merged with and into Crider (the "Merger").
2. **EFFECTIVE TIME.** The Merger shall become effective August _____, 2000, (the "Effective Time").
3. **SURVIVING CORPORATION.** Crider shall survive the Merger and shall continue its existence as a corporation governed by the laws of the State of Georgia (the "Surviving Corporation"), and the separate corporate existence of Crider Poultry shall cease at the Effective Time.
4. **AUTHORIZED CAPITAL.** The authorized capital stock of the Surviving Corporation following the Effective Time shall remain as stated in the Articles of Incorporation of Crider immediately prior to the Effective Time, unless and until the same shall be thereafter amended.

5. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of Crider in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation following the Effective Time, until the same shall be thereafter amended.

6. **BYLAWS.** The Bylaws of Crider in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation following the Effective Time, until the same shall be thereafter amended.

7. **OFFICERS AND DIRECTORS.** The directors and officers of Crider immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation following the Effective Time, until their successors are duly elected and qualified.

8. **CONVERSION OF SHARES.** The manner and basis of converting the shares of common stock of the parties to this Agreement pursuant to the Merger shall be as follows:

a. At the Effective Time, each share of Crider Poultry Common Stock issued and outstanding immediately prior to the Effective Time shall, automatically by virtue of the Merger without any action on the part of the holder of such shares, be canceled and converted into one (1) fully paid and nonassessable share of the common stock of the Surviving Corporation. Each certificate representing shares of Crider Poultry Common Stock shall for all purposes be deemed to evidence the ownership of a like number of shares of common stock of the Surviving Corporation until exchanged for a certificate representing the appropriate number of shares of the Surviving Corporation, and the holders thereof shall be entitled to the same rights which they would enjoy if they held certificates issued by the Surviving Corporation.

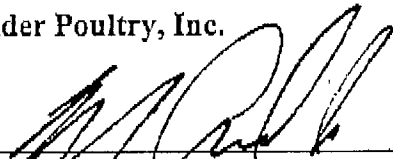
b. At the Effective Time, each share of Crider Common Stock issued and outstanding immediately prior to the Effective Time shall remain outstanding as one (1) fully paid and nonassessable share of the common stock of the Surviving Corporation.

9. **ASSETS AND LIABILITIES.** At the Effective Time, title to all real estate and other property owned by Crider and Crider Poultry shall vest in the Surviving Corporation without reversion or impairment, and all the liabilities of Crider and Crider Poultry shall remain or become, as the case may be, the liabilities of the Surviving Corporation.

10. **SHAREHOLDER APPROVAL.** There shall be required for the adoption of this Agreement the affirmative vote in favor thereof by the holders of at least a majority of all of the outstanding shares of Crider Poultry Common Stock.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement of Merger to be executed by its duly authorized officers all as of the date first written above.

Crider Poultry, Inc.

By: 
William A. Crider, Jr., President

[CORPORATE SEAL]

Crider, Inc.

By: 
William A. Crider, Jr., Chairman

[CORPORATE SEAL]