

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Confish, Inc.		12/27/2001	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Consolidated Catfish Companies, LLC
Street Address:	P.O. Box 271
City:	Isola
State/Country:	MISSISSIPPI
Postal Code:	38754-0271
Entity Type:	LIMITED LIABILITY COMPANY: MISSISSIPPI

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2559724	COUNTRY SELECT
Registration Number:	2728698	COUNTRY SELECT CATFISH

CORRESPONDENCE DATA

Fax Number: (205)488-6244
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 205-521-8244
 Email: mdenniston@bradleyarant.com
 Correspondent Name: Michael S. Denniston
 Address Line 1: 1819 Fifth Avenue North
 Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Michael S. Denniston
Signature:	/michael s. denniston/
Date:	03/15/2006

OP \$65.00 2559724

Total Attachments: 21

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Articles of Merger or Certificate of Merger
For Cross Entity Mergers

The undersigned business entities pursuant to Sections 79-4-11.05 and/or 79-29-209, as amended, hereby execute the following document and sets forth:

12-28

1. Name and Type of Entity 1

⇓

CONFISH, INC. - Corporation

2. Name and Type of Entity 2

⇓

CONSOLIDATED CATFISH COMPANIES, LLC - Limited Liability Company

3. Name and Type of Entity 3

⇓

N/A

4. The future effective date is
(Complete if applicable)

⇓

December 31, 2001

5. Mark appropriate box

The Plan of Merger is attached (required for merger involving domestic Limited Liability Company).

OR

The Plan of Merger is not attached, nor required to be attached.



6. (a) Name and Type of Surviving Entity

⇓

CONSOLIDATED CATFISH COMPANIES, LLC

(b) Jurisdiction of Surviving Entity

⇓

Mississippi

7. The plan of merger has been approved and executed by each party to the merger. For each domestic limited liability company, the plan of merger was duly approved by the members and, if voting by any separate voting group was required, by each such separate voting group, in the manner required by the Mississippi Limited Liability Company Act and the certificate of formation and limited liability company agreement

8. The plan of merger and the performance of its terms are duly authorized by all actions required by the laws under which each entity is organized, or by which each entity is governed, and by each entity's organizational documents.

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Merger or Certificate of Merger
For Cross Entity Mergers

9. Mark appropriate box (Applicable to each corporation which is a party to the merger).

⇨ (a) Shareholder approval of the plan of merger was not required.

OR

⇨ (b) The plan of merger was duly approved by the shareholders and, if voting by any separate voting group was required, by each such separate voting group, in the manner required by the Mississippi Business Corporation Act and the articles of incorporation;

(i) the designation, number of outstanding shares, and number of votes entitled to be cast by each class entitled to vote separately on the plan as to each corporation were

Name of Corporation	Class	No. of outstanding	No. of votes entitled to be cast	No. of votes present
⇨ ConFish, Inc.	A	5,000	5,000	5,000
⇨ ConFish, Inc.	B	5,000	5,000	5,000

AND EITHER

a. the total number of votes cast for and against the plan by each class entitled to vote separately on the plan was

Name of Corporation	Class	Total no. of votes cast FOR the Plan	Total no. of votes cast AGAINST the Plan
⇨			
⇨			

OR

b. the total number of undisputed votes cast for the plan separately by each class was

Name of Corporation	Class	Total no. of undisputed votes cast FOR the Plan
⇨ ConFish, Inc.	A	5,000
⇨ ConFish, Inc.	B	5,000

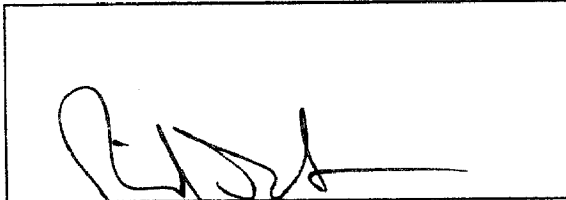
And the number of votes present and the number of votes cast for the plan by each class was sufficient for approval by that class.

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
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Name of Entity 1

CONFISH, INC.

By: Signature



(Please keep writing within blocks)

Printed Name

Richard D. Stevens

Title

President

Name of Entity 2

CONSOLIDATED CATFISH COMPANIES, LLC

By: Signature



(Please keep writing within blocks)

Printed Name

Richard D. Stevens

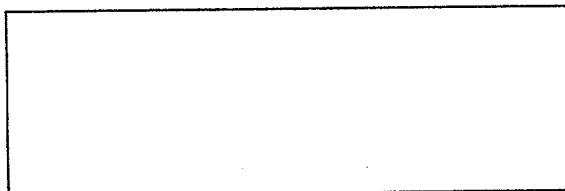
Title

President

Name of Entity 3

N/A

By: Signature

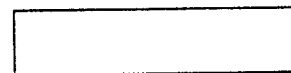


(Please keep writing within blocks)

Printed Name



Title



**AGREEMENT AND PLAN OF MERGER OF CONFISH, INC.
INTO CONSOLIDATED CATFISH COMPANIES, LLC**

THIS AGREEMENT AND PLAN OF MERGER OF CONFISH, INC. INTO CONSOLIDATED CATFISH COMPANIES, LLC ("Agreement") is made and entered into on this, the 27th day of December, 2001 by and between CONFISH, INC., a Mississippi corporation ("Confish") and CONSOLIDATED CATFISH COMPANIES, LLC, a Mississippi limited liability company ("CCC"). Confish and CCC are sometimes hereinafter collectively referred to as the "Parties," and "Party" shall mean either of them.

WHEREAS, Confish is authorized to issue 5,000 shares of Class A Common Stock and 5,000 shares of Class B Common stock, and as of the date hereof has 5,000 shares of Class A Common stock issued and outstanding and 5,000 shares of Class B Common stock issued and outstanding; and

WHEREAS, CCC is authorized to issue 300,000 Class A membership units and 300,000 Class B membership units, and has not issued any of said units as of the date hereof; and

WHEREAS, the Board of Directors of Confish has found the merger to be in the best interest of Confish and its Shareholders; and

WHEREAS, the Board of Directors of Confish has recommended and approved the merger of Confish into CCC in accordance with the provisions of Miss. Code Ann. §§ 79-4-11.01, as amended, and Miss.

Code Ann. §§ 79-29-209 through 79-29-212, as amended; and

WHEREAS, subject to the terms and conditions set forth herein, the Shareholders of Confish have approved the merger of Confish into CCC as required by Miss. Code Ann. § 79-4-11.04, as amended.

Section 1. Defined Terms. When used in this Agreement, the following terms shall have the meaning set forth below. All defined terms used in this Agreement are capitalized for identification.

(a) **"Agreement"** shall mean this Agreement and Plan of Merger of Confish, Inc. into Consolidated Catfish Companies, LLC.

(b) **"CCC"** shall mean Consolidated Catfish Companies, LLC, a Mississippi limited liability company.

(c) **"Confish"** shall mean Confish, Inc., a Mississippi corporation.

(d) **"Confish Financial Statements"** shall mean those audited financial statements of Confish for the period ending May 30, 2001.

(e) **"Effective Date"** shall mean the effective date of this Merger as defined in Section 15 below.

(f) **"Merger"** shall mean the merger of Confish into CCC upon the terms and conditions set forth herein.

(g) **"Parties"** shall mean Confish and CCC, and **"Party"** shall mean either Confish or CCC.

Section 2. Merger. In consideration of the mutual covenants and subject to the terms and conditions set forth herein, the

Parties agree that Confish shall merge with and into CCC, which shall be the surviving entity.

Section 3. Transfer of Assets, Etc. Upon the Effective Date of the Merger, the separate existence of Confish shall cease, and CCC shall succeed to all of the rights, privileges, immunities and franchises, and all the property, real, personal and mixed, of Confish, without the necessity for any separate transfer.

Section 4. Assumption of Liabilities and Obligations. Upon the Effective Date of the Merger and thereafter, CCC shall be responsible and liable for all liabilities and obligations of Confish, and the rights of neither Confish's creditors nor Confish's lien holders shall be impaired by this Merger.

Section 5. Survival of Claims. Any claim existing or action of proceeding pending by or against Confish may be prosecuted as if the Merger had not taken place, or, at its option, CCC may be substituted in Confish's place in any such action or proceeding.

Section 6. Conversion of Stock of Confish.

(a) The 5,000 Class A common shares of Confish that have been duly issued and are outstanding as of the Effective Date shall automatically be converted into 105,000 (or such other number equal to the number of issued and outstanding shares of Fishco's common stock as of the Effective Date) of the Class A Membership Units of CCC as provided for in Section 7 below.

(b) The 5,000 Class B common shares of Confish that have been

duly issued and is outstanding as of the Effective Date shall automatically be converted into 100,800 Class B Membership Units of CCC as provided in Section 7 below.

(c) The certificates representing the Class A and Class B Membership Units of CCC shall bear the following legend:

RESTRICTIONS ON TRANSFER OR SALE

The securities represented by this Certificate have not been registered under the Securities Act of 1933 or the securities laws of any jurisdiction. The securities cannot at any time be resold or otherwise transferred unless they are subsequently registered under applicable law or an exemption from registration is available. Consolidated Catfish Companies, LLC (the "Company") does not intend to register the securities with any jurisdiction and is not required to register them or to make an exemption from registration available. The Company may prohibit the transfer of any securities if the transfer would, in the opinion of counsel to the Company, result in the violation of any applicable Federal or State securities laws, rules or regulations.

Furthermore, the transfer of the securities represented by this Certificate is restricted by the Company's Operating Agreement, a copy of which is on file at the Company's registered office.

Section 7. Procedure for Conversion. The manner and basis of conversion of the Class A and Class B common stock of Confish into Class A and Class B membership interests of CCC shall be as follows:

(a) At the Closing of the Merger, the Shareholders of Confish shall surrender the stock certificate(s) evidencing said stock to CCC, or its duly appointed agent, in such manner as CCC may legally require. Upon receipt of such stock certificates, CCC shall issue

in exchange therefor certificates evidencing Class A or Class B membership interests to which each such holder is entitled as set forth in Section 6 above.

(b) In the event either of the Shareholders of Confish shall not be able to locate its stock certificate(s), then such Shareholder shall be required to execute and deliver an Affidavit of Lost Stock Certificate and agree to indemnify and hold CCC harmless of and from any and all liability arising from such lost certificate, and upon receipt of such Affidavit of Lost Certificate, CCC shall issue in exchange therefor certificates evidencing Class A or Class B membership interests to which each such holder is entitled as set forth in Section 6 above.

Section 8. Representations and Warranties of Confish.

Confish hereby represents to CCC as follows:

(a) Confish is a duly organized and validly existing corporation under the laws of the State of Mississippi, is in good standing under the laws of the State of Mississippi, and has all requisite power to own its assets and to conduct its business and possesses all licenses, franchises, permits and other rights necessary to conduct its present business;

(b) Confish is duly qualified to do business and is in good standing in each jurisdiction wherein its business requires it to be so qualified and in good standing;

(c) Confish has the corporate power and authority to execute

and deliver this Agreement;

(d) This Agreement has been duly and validly approved by the Board of Directors and Shareholders of Confish in accordance with the laws of the State of Mississippi;

(e) This Agreement has been duly executed and delivered on behalf of Confish and represents a valid and binding obligation of Confish, enforceable in accordance with its terms;

(f) The conduct of business by Confish does not infringe upon the patents, trademarks, trade names or copyrights of any other person, firm or entity;

(g) The outstanding capital stock of Confish consists of 5,000 shares of Class a common stock and 5,000 shares of Class B common stock, all of which have been duly issued for good and valid consideration and are non-assessable;

(h) No person, firm or entity has any agreement, option, right or privilege, whether preemptive or contractual, capable of being construed as an agreement for the purchase or acquisition of any bonds, debentures, shares or other securities of Confish;

(i) The Confish Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied and present fairly the assets, liabilities (including accrued, absolute, contingent or otherwise) and the financial condition of Confish and the results of its operations as of and for the periods ending on the dates indicated therein;

(j) Confish is the owner of all assets shown or reflected on the Confish Financial Statements and any assets acquired by Confish since the date thereof, with good and marketable title, free and clear of all liens, charges, encumbrances and adverse claims, except as shown or reflected in the Confish Financial Statements;

(k) Confish is not presently in default under any lease or other material agreement to which it is a party;

(l) Except as previously disclosed by Confish to CCC, there are no legal proceedings pending or threatened against Confish that may result in a claim being made which is not fully covered by insurance for the benefit of Confish, subject to the deductibility provisions for such insurance;

(m) None of the liabilities of Confish will become immediately due and payable by reason of the consummation of the Merger;

(n) Except as disclosed by Confish to CCC, the execution, delivery and performance of this Agreement by Confish does not and will not (i) result in the breach of any term, condition or provision of or constitute default under, or require the consent of a party to, any material agreement to which Confish is a party or by which it is bound by any charter, bylaw, mortgage, lien, lease, agreement or any other restriction of any kind or nature; (ii) require the consent or approval or the declaration or filing with, any Federal, state, municipal or other governmental agency or authority; (iii) all accounts receivable of Confish which are more

than thirty (30) days past due have been adequately reserved, and subject to such reserve, are believed by Confish to be fully collectible in the ordinary course of business;

(o) Confish has filed on a timely basis with the appropriate taxing authorities all Federal, state and local tax returns required by law to be filed by it in all jurisdictions, with respect to all applicable Federal, state and local income, property, sales, use, occupancy, employment, excise, franchise, withholding and any other taxes and duties of every nature whatsoever. All such returns are true, complete and correct, and all such taxes, including any applicable penalties and/or interest, that are due and payable by Confish have been paid. Neither the Internal Revenue Service nor any other taxing authority is asserting or threatening to assert against Confish any adjustment, deficiency or claim for additional taxes or penalties and/or interest;

(p) To Confish's knowledge, all of its real property (including, without limitation, land, improvements, surface water and ground water) leased or owned by Confish are on which any place of business of Confish is located, is free of any substantial amounts of waste and debris and is free of all contamination, including, without limitation: (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended, and the Regulations promulgated pursuant thereto; (ii) any

"hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and the Regulations promulgated pursuant thereto; and (iii) any substance, the presence of which on any such property, is prohibited by any law similar to those set forth above; and

(q) Since the date of the Confish Financial Statements, no material or adverse change has occurred in the affairs or condition of Confish, financial or otherwise, or has arisen as a result of any legislative or regulatory change, revocation of any license or right to do business, labor trouble or uninsured casualty.

Section 9. Representations and Warranties of CCC. CCC hereby represents and warrants to Confish as follows:

(a) CCC is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Mississippi;

(b) CCC has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder in accordance with the terms hereof;

(c) This Agreement has been validly approved by the initial Manager and Organizer in accordance with the laws of the State of Mississippi;

(d) This Agreement has been duly executed and delivered on behalf of CCC and represents a valid and binding obligation of CCC, enforceable in accordance with its terms;

(e) CCC was formed solely for the purpose of the transactions as set forth in this Agreement and has conducted no prior business, and has de minimis assets prior to consummation of the Merger;

(f) No firm, person or entity has any agreement, option, right or privilege, whether preemptive or contractual, capable of being construed as an agreement for the purchase or acquisition of any bonds, debentures, interests or other securities of CCC;

(g) The membership interest in CCC to be issued to Confish's shareholders pursuant to the terms of the Agreement will be duly authorized, validly issued, fully paid for and non-assessable;

(h) There are no legal proceedings pending or threatened against CCC.

Section 10. Conditions Precedent to Close. All obligations of the Parties to close the Merger subject to the fulfillment of each of the following conditions at or prior to the Effective Date:

(a) The respective representations and warranties of the Parties contained herein shall have been true and correct as of the date hereof, and shall be true and correct on and as of the Effective Date with the same force and effect as though made on and as of the Effective Date;

(b) The Parties shall have performed all of their respective obligations to be performed or complied with on or before the Effective Date;

(c) On the Effective Date, no suit, action or other

proceeding of any kind or nature shall be pending before any court of competent jurisdiction against either of the Parties, Fishco, Inc. or Country Select Catfish Company in which damages may be awarded against them (or any of them) in connection with this Agreement or the consummation of the transactions contemplated hereby, and no injunction or decree or order shall have been entered and outstanding by any court of competent jurisdiction which prohibits the Merger pursuant to the terms hereof.

(d) The Parties shall have received a satisfactory valuation report from Mercer Capital Management, Inc. with regard to the Class A and Class B Units of CCC.

(e) The Parties shall have received a favorable Private Letter Ruling from the Internal Revenue Service prior to the Effective Date confirming that the tax consequences of the Merger shall be as previously presented to the Parties by its accountants and legal counsel.

(f) No more than fifteen percent (15%) of the shareholders of Fishco, Inc. shall have exercised their right to appraisal and payment for their shares pursuant to Miss. Code Ann. § 79-4-13.01 (Supp. 2000) et seq.

(g) None of the shareholders of Country Select Catfish Company shall have exercised their right to appraisal and payment for their shares pursuant to Miss. Code Ann. § 79-4-13.01 (Supp. 2000) et seq.

(h) The Parties shall deliver or cause to be delivered the following documents on or before the Effective Date in a form reasonably acceptable to the Parties and their respective counsel:

(i) A Certificate of Merger of Confish into CCC for filing with the Mississippi Secretary of State;

(ii) Bring-down certificates confirming that the Parties' respective representations and warranties are true and correct on the Effective Date;

(iii) Consents to the Merger signed by all of Confish's lenders, and all other parties to material agreements to which Confish is a party;

(iv) Certificates evidencing the Class A and Class B Units of CCC to be transferred to the shareholders of Confish pursuant to the terms hereof;

(v) Certificates evidencing the issued and outstanding shares of Confish's Class A and Class B Common Stock owned by Fishco, Inc. and Country Select Catfish Company;

(vi) Evidence of Fishco, Inc.'s compliance with the notification requirements of Miss. Code Ann. §§ 79-4-13.20 and 79-4-13.22, as amended;

(vii) Evidence of Country Select Catfish Company's compliance with the notification requirements of Miss. Code Ann. §§ 79-4-13.20 and 79-4-13.22, as amended; and

(viii) Such other documents and things as may be reasonably requested by either of the Parties.

The Parties agree that they shall use their respective best efforts to cause all of the conditions precedent to be satisfied on or before the Effective Date.

Section 11. Certificate of Formation. The Certificate of Formation of CCC shall continue to be in full force and effect following the Effective Date of the Merger.

Section 12. Operating Agreement. The Operating Agreement of CCC shall continue to be in full force and effect following the Effective Date of the Merger.

Section 13. Managers and Officers. The Directors and Officers of Confish shall become the Managers and Officers of CCC upon the Effective Date of the Merger for the full, unexpired terms of their respective offices, and until such time as their successors have been duly elected or appointed and qualified. The rights and obligations of the Managers and Officers shall be as set forth in the Operating Agreement.

Section 14. Limitations on Business Activities. Neither Party shall, prior to the Effective Date of the Merger engage in any activity or transaction other than in the ordinary course of business, including but not limited to, the disposal of any assets, the creation of any additional liabilities, and the payment of dividends, and each Party shall take all action necessary or

appropriate under Federal and State law to consummate the Merger.

Section 15. Effective Date. The Effective Date of this Merger shall be midnight on December 31, 2001.

Section 16. Execution of Documents. Notwithstanding the provisions of Section 3 above, the Parties agree that each of them shall execute and deliver all deeds, assignments and documents of every kind and nature which may be reasonably requested by the other Party to effectuate a full and complete transfer of ownership to CCC in accordance with the terms hereof.

Section 17. Expenses of Transaction. CCC shall pay all of the expenses of accomplishing the Merger as provided by this Agreement, including but not limited to the expenses of the Parties incurred in connection with this Agreement, the negotiations relating thereto, and all actions necessary for effectuating the Merger.

Section 18. Brokerage Commission. The Parties each represent, warrant and covenant to the other that neither of them has entered into any agreement that would have the effect of making the other Party liable for any commissions or agents' or brokers' fees in connection with the Merger or any transactions contemplated by this Agreement.

Section 19. Closing. The closing of the Merger shall take place at the offices of Campbell, DeLong, Hagwood & Wade, LLP, 923 Washington Avenue, Greenville, Mississippi at 1:30 P.M. on December

27, 2001 or at such other time and place as the Parties may agree to in writing.

Section 20. Waiver. No modification, waiver or discharge of any provision or breach of this Agreement shall be effective unless it is so done in writing by the Party effecting such modification, waiver or discharge.

Section 21. Assignment. This Agreement may not be assigned by either Party without the prior, written consent of the other Party.

Section 22. Amendments. This Agreement may be amended only by a written agreement executed by the Parties.

Section 23. Further Assurances. The Parties each agree that they shall execute and deliver such further instruments, documents and agreements as may be reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and the Merger.

Section 24. Construction. When the context so requires in this Agreement, words of gender shall include either or both of the other genders, and the singular number shall include the plural. The headings of the sections of this Agreement are inserted for the convenience of reference only and shall not be deemed to constitute a part hereof and shall not be deemed to limit, modify or expand in any way the provisions of this Agreement.

Section 25. Entire Agreement. This Agreement, together with

the schedules attached hereto and made a part hereof by reference, constitute the entire agreement between the Parties and supersedes all other oral and/or written agreements or understandings between the Parties with respect to the Merger.

Section 26. Governing Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the internal laws of the State of Mississippi. No presumption shall be deemed to exist in favor of or against either Party as a result of the negotiation and/or preparation of this Agreement.


Section 27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

Section 28. Binding Arbitration. Any and all controversies, disputes, or claims of whatever nature arising out of, in connection with, or relating to the interpretation, performance or breach of this Agreement, or the Merger (including but not limited to claims based in contract, tort or statute) shall be finally determined and settled by final and binding arbitration in accordance with the applicable commercial arbitration rules of the American Arbitration Association, unless all of the Parties involved in such controversy, dispute or claim mutually agree in writing to such other rules of arbitration. As set forth above, the decision of the arbitrator shall be binding in accordance with

(a) the Federal Arbitration Act, and (b) this Agreement, and that the award entered by the arbitrator may be entered in accordance with applicable law in any court having jurisdiction thereof. Arbitration under this Agreement shall be initiated by the filing of a written notice of demand for arbitration with the American Arbitration Association and the other Party involved in the controversy, dispute or claim, and that such notice shall be filed within a reasonable time after the dispute, controversy or claim has arisen. Any and all arbitration shall be conducted at such location(s) selected by the arbitrator. The arbitration provisions of this Section 28 shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered effective as of the date first above written.

CONFISH, INC.,
a Mississippi corporation

By: 
Name: Richard D. Stevens
Title: President


CONSOLIDATED CATFISH COMPANIES, LLC,
a Mississippi limited liability company

By: 
Name: Richard D. Stevens
Title: President


(a) the Federal Arbitration Act, and (b) this Agreement, and that the award entered by the arbitrator may be entered in accordance with applicable law in any court having jurisdiction thereof. Arbitration under this Agreement shall be initiated by the filing of a written notice of demand for arbitration with the American Arbitration Association and the other Party involved in the controversy, dispute or claim, and that such notice shall be filed within a reasonable time after the dispute, controversy or claim has arisen. Any and all arbitration shall be conducted at such location(s) selected by the arbitrator. The arbitration provisions of this Section 28 shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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CONFISH, INC.,
a Mississippi corporation

By: 
 Name: Richard D. Stevens
 Title: President

CONSOLIDATED CATFISH COMPANIES, LLC,
a Mississippi limited liability company

By: 
 Name: Richard D. Stevens
 Title: President