

03-27-2006



3/27/06

RECORDS
TRAIL

To the Director of the U.S. Patent and Trademark

103207490 of the new address(es) below.

1. Name of conveying party(ies):

Graceland Fruit Cooperative, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Michigan
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 17, 1998

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Graceland Fruit, Inc.

Internal _____

Address: _____

Street Address: 1123 Main Street

City: Frankfort

State: Michigan

Country: USA Zip: 49635

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Michigan, USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,668,332; 2,547,352; and 2,409,695

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"Graceland Fruit" & design; "Graceland Fruit;" and "Graceland Fruit" & design

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

Name: Todd A. Van Thomme

Internal Address: _____

Street Address: P.O. Box 2567

695 Kenmoor Ave. SE

City: Grand Rapids

State: MI Zip: 49501

Phone Number: (616) 949-9610

Fax Number: (616) 957-8196

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Todd A. Van Thomme

Signature

3/22/06

Date

Todd A. Van Thomme

Name of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OFFICE OF PUBLIC AFFAIRS
MAR 27 PM 12:13

03/28/2006 DBYRME 00000162 2668332

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received

MAR 19 1998

Item 4

(FOR BUREAU USE ONLY)

ADJUSTED TO AGREE
WITH BUREAU RECORDS

0980#9095 0319 DRG&FI \$100.00

FILED

MAR 24 1998

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE: 3/31/1998

Name		
Address		
City	State	Zip Code

Document will be returned to the name and address you enter above

RESTATED ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

1. The present name of the corporation is:

GRACELAND FRUIT COOPERATIVE INC.

2. The identification number assigned by the Bureau is:

114-823

3. All former names of the corporation are:

4. The date of filing the original Articles of Incorporation was: April 2, 1973

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is:

GRACELAND FRUIT, INC. ✓

ARTICLE II

The purpose or purposes for which the corporation is formed are: The engage in any activity within the purposes for which the Corporation may be formed under the Business Act of Michigan.

ARTICLE III

The total authorized shares:

Common shares 60,000 Preferred shares _____

A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

See Exhibit "A" attached

ARTICLE IV

1. The address of the current registered office is:

1123 Main Street Frankfort , Michigan 49635
(Street Address) (City) (ZIP Code)

2. The mailing address of the current registered office, if different than above:

_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the current resident agent is: Donald Nugent

ARTICLE V (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VI (Optional. Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented in writing.

ARTICLE VII (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

See Exhibit "A" attached

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS; OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

a. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, 19_____, in accordance with the provisions of Section 642 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors.

Signed this _____ day of _____, 19_____.

(Signatures of Incorporators; Type or Print Name Under Each Signature)

b. These Restated Articles of Incorporation were duly adopted on the 16th day of March, 1998 in accordance with the provisions of Section 642 of the Act and: (check one of the following)

were duly adopted by the Board of Directors without a vote of the shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

were duly adopted by the shareholders. The necessary number of shares as required by statute were voted in favor of these Restated Articles.

were duly adopted by the written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)

were duly adopted by the written consent of all the shareholders entitled to vote in accordance with section 407(2) of the Act.

Signed this 17th day of MARCH, 1998

By James Nugent
(Type or Print Name of an authorized officer or agent)

James Nugent

Vice President

(Type or Print Name)

(Type or Print Title)

EXHIBIT "A"

ARTICLE III (continued)

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Immediately upon the effective date of these Restated Articles of Incorporation as set forth herein, outstanding Preferred Stock shall be converted into new Common Stock of the Corporation without Certificates at the rate of one share of Common Stock for each two hundred dollars of face value at par of Preferred Stock held; Qualified Member Certificates and Non-Qualified Member Certificates held by holders of Common Stock of the Corporation, shall be converted into new Common Stock of the Corporation without Certificates at the rate of one share of new Common Stock for each two hundred dollars of face value of Qualified Member Certificates and Non-Qualified Member Certificates held, and the existing shares of Common Stock of the Corporation immediately prior to the effective date shall be converted into new Common Stock of the Corporation without Certificates at the rate of six and 66/100 shares of new Common Stock for each share of Common Stock held with all the rights, privileges and conditions as set forth in these Restated Articles of Incorporation and Amended and Restated By-Laws of the Corporation and the Certificates which theretofore evidenced such Preferred Stock, Qualified Member Certificates and Non-Qualified Member Certificates and Common Stock shall be deemed canceled and of no further effect; provided, however, the new Common Stock evidenced on the books and records of the Corporation as of the effective date of these Restated Articles of Incorporation for any holder of Preferred Stock, Qualified Member Certificates and Non-Qualified Member Certificates and Common Stock converted hereby, shall have the same liquidation preferences upon dissolution of the Corporation as the Preferred Stock, Qualified Member Certificates and Non-Qualified Member Certificates and Common Stock from which such new Common Stock without Certificates was derived; provided further, that any such liquidation preference shall only apply to such new Common Stock received by any such holder as of the effective date of these Restated Articles of Incorporation, shall be personal to such holder and shall be non-transferable; provided, further, that any such holder shall have the option of waiving any such liquidation preference if upon liquidation of the Corporation such holder would receive more consideration for such shares of new Common Stock without Certificates than such holder would have received pursuant to the liquidation preference with respect to the Preferred Stock, Qualified Member Certificates and Non-Qualified Member Certificates and Common Stock held by such holder prior to the conversion into new Common Stock without Certificates as set forth herein. Qualified and Non-Qualified Certificates held by non-Member Shareholders shall

retain the same liquidation preference they held prior to the effective date of the Restated Articles of Incorporation and shall not be converted.

ARTICLE VII

ISSUANCE OF STOCK WITHOUT CERTIFICATE

From and after the effective date of these Restated Articles of Incorporation as set forth herein, any Common Stock then issued and outstanding as of such effective date or subsequently issued at any time shall be deemed issued without Certificates and the books of the Corporation shall evidenced the ownership of any such stock. Any Certificates that previously evidenced Common Stock issued and outstanding as of such effective date shall be deemed cancelled and of no further effect.

ARTICLE VIII

RIGHT OF FIRST OFFER

1. If, at any time any Shareholder of the Corporation shall desire to offer to sell any of such Shareholder's shares of Common Stock of the Corporation or shall receive from a third party a bona fide offer to purchase any such shares which the Shareholder desires to accept, the Shareholder, before making or accepting the offer, as the case may be, shall send the Corporation two copies of a contract for the sale of such shares embodying the terms of the offer, both copies of which shall have been duly executed by the Shareholder, together with a written notification from the Shareholder of the Shareholder's intention to make or accept the offer embodied in the contract, as the case may be, if the offer is not accepted by the Corporation. The Corporation shall have the right, within sixty (60) days of the receipt of the contract and the written notice, to purchase such shares on the terms and conditions set forth in the contract. If the Corporation elects to accept the offer embodied in the contract, the Corporation must do so by executing one copy of the contract and returning it to the Shareholder within the sixty (60) day period.

2. If the Corporation does not accept the offer embodied in the contract within the sixty (60) day period provided in Paragraph 1 hereof, then the offer embodied in the contract shall be deemed withdrawn and the Shareholder shall be free for a period of six (6) months from the expiration of the sixty (60) day period to sell or offer to sell such shares to third parties on terms not less favorable to the Shareholder than those set forth in the contract free and clear of this Right of First Offer. In the event such shares are not sold to a third party within the six (6) month period, then any further offer to sell or to purchase such shares must first be submitted to the Corporation in accordance with the provisions of Paragraph 1.

3. If the Shareholder shall, during the aforesaid six (6) month period (or during a subsequent three (3) month period as in this Paragraph 3 provided), decide to revise the terms of its offer so that the shares shall be offered for sale upon terms less favorable to the Shareholder than those contained in any contract previously submitted to the Corporation, or shall receive from a third party a bona fide offer to purchase the shares on less favorable terms, which offer the Shareholder is willing to accept (such less favorable terms being hereinafter referred to as "New Offer"), then the Shareholder shall, with respect to each such New Offer, before offering shares for sale to others on the terms embodied in the New Offer, or accepting the New Offer, as the case may be, offer to sell the shares to the Corporation on the terms contained in the then current New Offer. The terms of the New Offer shall be embodied in a new contract for the sale of the shares, which shall be submitted to the Corporation in accordance with the requirements of Paragraph 1 above. If the Corporation shall not accept the New Offer within sixty (60) days after the receipt of the new contract and the written notice referred to in Paragraph 1 above, then the Shareholder shall be free for a period of three (3) months from the expiration of the sixty (60) day period to sell or offer to sell the shares to third parties on terms not less favorable to the Shareholder than those contained in the New Offer free and clear of this Right of First Offer. Provided, however, that in the event shares are not sold to a third party within the three (3) month period, then any further offers with respect to the shares must be submitted to the Corporation in accordance with the provisions of Paragraph 1.

4. Any such shares may be transferred by such Shareholder or members of such Shareholder's family to members of such Shareholder's family without triggering the Right Of First Offer provided herein. For purposes of this paragraph, such Shareholder's family shall be deemed to mean such Shareholder's spouse, ancestors, and lineal descendants and any Trusts for the primary benefit of such persons.

5. All notices pursuant to this Article shall be deemed given when personally delivered to the party to whom it is directed or, in lieu of personal delivery, on the first business day after the same is deposited with a reputable overnight courier service addressed as follows: if to Shareholder, at the address set forth in the records of the Corporation; if to Corporation, at 1123 Main Street, Frankfort, Michigan 49635. Either party may change such party's address for the purposes of this Article by giving notice of the changed address to the other party in the manner provided for above.

ARTICLE IX

DIRECTOR LIABILITY

A Director of the Corporation shall not be personally liable to the Corporation or its Shareholders for monetary damages for a breach of the Director's fiduciary duty.

However, the preceding sentence shall not eliminate or limit the liability of a Director for any of the following:

1. A. breach of the Director's duty of loyalty to the Corporation or its Shareholders;
2. Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law;
3. A violation of Section 551 (1) of the Michigan Business Corporation Act;
4. A transaction from which the Director derived an improper personal benefit;
5. An act or omission occurring prior to October 1, 1989.

If the Michigan Business Corporation Act is amended after approval by the Shareholders of this provision to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director of the Corporation shall be eliminated or limited to the full extent permitted by the Michigan Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the Shareholders of the Corporation shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such repeal or modification.

ARTICLE X

EFFECTIVE DATE

The effective date of these Restated Articles of Incorporation shall be 11:59 p.m. March 31, 1998.