

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InnoWare Plastic, Inc.		08/31/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Duni Corporation
Street Address:	225 Peachtree Street
Internal Address:	Suite 400
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78963896	

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Correspondent Name: Allison D. O'Brien
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ATTORNEY DOCKET NUMBER:	11525-332726
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NAME OF SUBMITTER:	Sarah M. House
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OP \$40.00 78963896

Signature:

/Sarah M. House/

Date:

09/06/2006

Total Attachments: 5

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
2006 SEP -1 PM 3:15

**STATE OF FLORIDA
ARTICLES OF MERGER OF**

INNOWARE PLASTIC, INC.
a Florida corporation
(Merging Corporation)

INTO

DUNI CORPORATION
a Florida corporation
(Surviving Corporation)

These Articles of Merger are submitted in accordance with the Florida Business Corporation Act pursuant to Florida Statutes, Section 607.1105:

FIRST: The surviving corporation is Duni Corporation, a Florida corporation, (the "Surviving Corporation"). Its document number is G74535.

SECOND: The merging corporation is InnoWare Plastic, Inc., a Florida corporation (the "Merging Corporation"). Its document number is P06000109187.

THIRD: The Plan of Merger is attached hereto as Exhibit A.

FOURTH: The merger shall become effective at the time these Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was adopted by the Board of Directors and the sole shareholder of the Surviving Corporation on August 31, 2006.

SIXTH: The Plan of Merger was adopted by the Board of Directors and the sole shareholder of the Merging Corporation on August 31, 2006.

SEVENTH: Article I of the Articles of Incorporation of the Surviving Corporation, as amended to date, is hereby amended to read in its entirety as follows:

"The name of the corporation is InnoWare Plastic, Inc."

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IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of this
31st day of August, 2006.

SURVIVING CORPORATION:

DUNI CORPORATION,
a Florida corporation

By: Michael R. Healy
Name: Michael R. Healy
Title: Assistant Secretary

MERGING CORPORATION:

INNOWARE PLASTIC, INC.,
a Florida corporation

By: Michael R. Healy
Name: Michael R. Healy
Title: Assistant Secretary

EXHIBIT A

PLAN OF MERGER

This Plan of Merger (this "Plan of Merger") is dated as of August 31, 2006.

WHEREAS, InnoWare Plastic, Inc., a Florida corporation ("Parent"), desires to merge (hereinafter called the "Merger") with and into its wholly owned subsidiary, Duni Corporation, a Florida corporation ("Subsidiary"), with the Subsidiary being the surviving corporation in the Merger (the "Surviving Corporation"), and with Subsidiary's corporate existence continuing under the laws of the State of Florida unaffected in any manner by reason of the Merger except as set forth herein.

WHEREAS, Parent owns 100% of the issued and outstanding shares of the common stock of Subsidiary, which is the only outstanding class of capital stock of Subsidiary.

WHEREAS, the Board of Directors and sole shareholder of each of Parent and Subsidiary have determined that it is advisable that Parent be merged with and into Subsidiary, on the terms and conditions set forth herein and in accordance with the applicable provisions of the Florida Business Corporation Act (the "FBCA").

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

ARTICLE I

THE MERGER

1. The term "Effective Time" shall mean the time at which the Articles of Merger are filed with the Florida Department of State.

2. At the Effective Time, (a) Parent shall be merged with and into Subsidiary; (b) the separate existence of Parent shall cease at the Effective Time and the existence of Subsidiary shall continue unaffected and unimpaired by the Merger except as set forth herein; (c) Subsidiary shall continue and be governed by the laws of the State of Florida; (d) all property, real, personal, tangible and intangible and mixed, of every kind, make and description, and all rights, privileges, powers and franchises, whether or not by their terms assignable, all immunities of a public and of a private nature, all debts due on whatever account and all other choses in action belonging to Parent shall be taken and be deemed to be transferred to and vested in Subsidiary and shall be thereafter as effectively the property of Subsidiary as they were the property of Parent; and (e) the title to any property, real, personal, tangible, intangible or mixed, wherever situated, and the ownership of any right or privilege vested in Parent shall not revert or be lost or be adversely affected or be in any way impaired by reason of the Merger, but shall vest in Subsidiary. Upon the Merger becoming effective, all rights of creditors and all liens upon the property of Parent shall be preserved unimpaired, limited to the property affected by such liens at the time of the

Merger becoming effective, and all debts, contracts, liabilities, obligations and duties of Parent shall thenceforth attach to Subsidiary and may be enforced against it to the same extent as they had been incurred or contracted by it.

ARTICLE II

EFFECTS OF THE MERGER

At the Effective Time, Subsidiary shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Parent, and shall be responsible and liable for all liabilities and obligations of Parent, all as more particularly set forth in the FBCA.

ARTICLE III

TERMS OF THE TRANSACTION; CONVERSION OF SHARES

Parent owns 100% of the outstanding capital stock of Subsidiary. As a result of the Merger, each share of common stock of the Parent outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and exchanged for one share of the common stock of the Subsidiary as the Surviving Corporation, and each share of capital stock of the Subsidiary outstanding immediately prior to the Effective Time shall at the Effective Time be automatically cancelled without further action by any person and shall cease to exist and no consideration shall be delivered in exchange therefor.

ARTICLE IV

APPROVAL

This Plan of Merger was adopted and approved by the sole shareholder and the Board of Directors of each of Parent and the Subsidiary.

ARTICLE V

CHANGE OF NAME OF SUBSIDIARY AND CERTIFICATE OF INCORPORATION AND BYLAWS

The Articles of Incorporation of Subsidiary in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Subsidiary as the Surviving Corporation until the same shall be altered, amended or repealed, except that at the Effective Time, Article I of the Articles of Incorporation of Subsidiary as then in effect shall be amended to read in its entirety as follows:

“The name of the corporation is InnoWare Plastic, Inc.”

The Bylaws of Parent in effect immediately prior to the Effective Time shall, upon the Merger becoming effective, be the Bylaws of the Subsidiary as the Surviving Corporation until the same shall be altered, amended or repealed.

ARTICLE VI

BOARD OF DIRECTORS AND OFFICERS

The Board of Directors and officers of Parent immediately prior to the time the Merger becomes effective, shall, upon the Merger becoming effective, be the directors and officers of the Subsidiary as the Surviving Corporation until the directors' and officers' successors are elected and qualified or until their earlier death, resignation or removal.

ARTICLE VII

ASSIGNMENT

If at any time Subsidiary as the Surviving Corporation shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Subsidiary as the Surviving Corporation the title to any property or rights of Parent, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Parent as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Subsidiary as the Surviving Corporation.

ARTICLE VIII

AMENDMENT

At any time before the filing of the Articles of Merger with the Florida Department of State to be filed in connection with this Plan of Merger, the directors of Parent may amend this Plan of Merger.

ARTICLE IX

TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan of Merger may be terminated at any time before the Effective Time by resolution of the Board of Directors of Parent. On termination as provided in this Plan of Merger, this Plan of Merger shall be void and of no further effect, and there shall be no liability by reason of this Plan of Merger or the termination of this Plan of Merger on the part of Parent or Subsidiary, or their directors, officers, employees, agents, or shareholders.