

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Noodle Shop, Co.		12/23/2002	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Noodles & Company
Street Address:	520 Zang Street, Suite D
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78157417	CRAVE CARD

CORRESPONDENCE DATA

Fax Number: (303)938-9995
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303.938.9999
 Email: kherbert@olgip.com
 Correspondent Name: Kathleen S. Herbert
 Address Line 1: 2060 Broadway, Suite 300
 Address Line 2: The Ollila Law Group
 Address Line 4: Boulder, COLORADO 80302

ATTORNEY DOCKET NUMBER:	75029/007
NAME OF SUBMITTER:	Kathleen S. Herbert
Signature:	/kathleen s. herbert/

OP \$40.00 78157417

Date:

05/24/2007

Total Attachments: 7

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DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

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ARTICLES OF MERGER

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

opc-19951073555

1. A Plan of Merger has been duly adopted providing for the merger of The Noodle Shop, Co. and Noodles & Company resulting in Noodles & Company being the survivor. The Plan of Merger is set forth herein as Exhibit "A". *NO (surv.)*

2. Complete the following information with respect to each corporation which is a party to the merger. Choose (a) or (b), as applicable: "B" is selected

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

(b) Shareholder approval of the plan of merger was required. The number of votes cast for the plan by each voting group entitled to vote separately on the merger was sufficient for approval by that voting group.

3. Include the following for a parent-subsidary merger: Paragraph 3 is included.

Immediately before the merger, the parent corporation owned at least ninety percent of the outstanding shares of each class of the subsidiary.

The effective date of the parent-subsidary merger is 1/1/03 at 2:01 a.m.. The effective date complies with Section 7-111-104(5) of the Colorado Business Corporation Act.

4. Complete the following if the survivor is a foreign corporation:

The surviving corporation is organized under the laws of the State of Delaware and the address of its principal office is 2590 Pearl St., Boulder, CO 80302.

The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are:
Vikki Wulf, General Counsel, 2590 Pearl Street, Boulder, CO 80302



Appendix C to The Noodle Shop, Co. Proxy

AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN The Noodle Shop, Co.,
(A Colorado Corporation)
AND Noodles & Company,
(A DELAWARE CORPORATION).

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the 27th day of December, 2002, by and between The Noodle Shop, Co, a Colorado corporation ("The Noodle Shop"), and Noodles & Company, a Delaware corporation ("Newco").

WITNESSETH:

WHEREAS, The Noodle Shop is a corporation duly organized and validly existing under the laws of the State of Colorado having an authorized capital stock of Fifty-ONE Million (51,000,000) of which FORTY-SIX Million have been designated as shares of common stock of which Forty-FIVE Million (45,000,000) shares have been designated as Class A Common Stock, par value \$0.01 per share and One Million (1,000,000) shares have been designated Class B Common Stock, par value \$0.01 per share, and Five Million (5,000,000) shares of Preferred Stock, all of which have been designated as Preferred Stock, par value \$0.01 per share, of which THREE MILLION THREE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED TEN AND 25/100 (3,364,510.25) shares of such Class A Common Stock and no shares of such Class B Common Stock and no shares of such Preferred Stock are issued and outstanding and entitled to vote as of the date of this Agreement; and

WHEREAS, Newco is a corporation duly organized and validly existing under the laws of the State of Delaware having an authorized capital stock of FIFTY (50) of which FORTY have been designated as shares of Class A Common Stock, par value \$.00001 and TEN (10) shares of Preferred Stock, all of which have been designated as Preferred Stock, par value \$0.00001 per share, of which 35 shares of such Newco Class A Common Stock and no shares of such Newco Preferred Stock are issued and outstanding and entitled to vote as of the date of this Agreement; and

WHEREAS, effective simultaneous with the effect of the merger, the Newco Certificate of Incorporation shall be amended and restated as set forth in the Amended and Restated Certificate of Incorporation attached hereto as Annex A, to provide that the authorized capital stock of Newco as of the Effective Time shall be Thirty Million shares (30,000,000) of which Twenty-Five Million shares (25,000,000) have been designated as shares of Class A Common stock, par value \$.00001 and Five Million (5,000,000) shares of Preferred Stock, all of which have been designated as Preferred Stock, par value \$0.00001 per share, of which TEN MILLION NINETY THREE THOUSAND FIVE HUNDRED NINE (10,093,509) shares of such Newco Class A Common Stock and no shares of such Newco Preferred Stock shall be issued and outstanding and entitled to vote as of the Effective Time of the merger plus any additional shares subscribed for in the interim; and

WHEREAS, Newco is a wholly-owned subsidiary of The Noodle Shop; and

WHEREAS, the Boards of Directors of each of The Noodle Shop and Newco deem it advisable and in the best interests of their respective corporations and stockholders that the merger of The Noodle Shop with and into Newco, as provided for herein (the "Merger"), be consummated in accordance with the provisions of the General Corporation Law of the State of Delaware and the Corporations and Associations Act of the State of Colorado and upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the Board of Directors of The Noodle Shop, by appropriate resolutions, duly authorized, has approved and adopted this Agreement and directed that it be submitted to the stockholders of The Noodle Shop for adoption with a recommendation that the stockholders vote in favor of the approval of this Agreement and the Merger; and

WHEREAS, the Board of Directors of Newco, by appropriate resolutions, duly authorized, has approved and adopted this Agreement and directed that it be submitted to the stockholders of Newco for adoption with a recommendation that the stockholders vote in favor of the approval of this Agreement and the Merger; and

WHEREAS, the Board of Directors of The Noodle Shop, acting on behalf of The Noodle Shop in its capacity as sole stockholder of Newco, by appropriate resolutions, duly authorized, has approved and adopted this Agreement.

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

ARTICLE I THE MERGER

1.1 MERGER OF THE NOODLE SHOP WITH AND INTO NEWCO. In accordance with the provisions of this Agreement, the General Corporation Law of the State of Delaware, and the Corporations and Associations Act of the State of Colorado, at the Effective Time (as defined in Section 1.4 hereof), The Noodle Shop shall be merged with and into Newco, which shall be the surviving entity (hereinafter sometimes referred to as the "Surviving Entity"). After the Effective Time, Newco shall continue its existence as a Delaware corporation, and shall conduct its business as the Surviving Entity. At the Effective Time, the separate corporate existence of The Noodle Shop shall cease.

1.2 EFFECT OF THE MERGER.

(a) At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the General Corporation Law of the State of Delaware and the Corporations and Associations Act of the State of Colorado. Without limiting the generality of the foregoing, at the Effective Time, Newco shall thereupon and thereafter possess all the rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of both The Noodle Shop and Newco, and be subject to all the restrictions, disabilities and duties of both The Noodle Shop and Newco; and all of the registration statements, listing arrangements or agreements, options, puts, warrants, or other rights, obligations, agreements and arrangements to which the stock or other securities of The Noodle Shop were theretofore subject shall thereupon be applicable to the stock or other securities of Newco into which such shares of the stock or other securities of The Noodle Shop have been converted as a result of the Merger; and all the rights, privileges, powers and franchises of both The Noodle Shop and Newco, and all the property, real, personal and mixed, and all debts due to both The Noodle Shop and Newco, on whatever account as well as for stock subscriptions and all other things in action belonging to either The Noodle Shop or Newco, shall be vested in Newco; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of The Noodle Shop, and all and every other interest of The Noodle Shop, shall be thereafter as effectually the property of Newco as they were of The Noodle Shop, and the title to any real estate vested in The Noodle Shop under any applicable laws by deed or otherwise shall not revert or be in any way impaired by reason of the General Corporation Law of the State of Delaware or the Corporations and Associations Act of the State of Colorado; but all rights of creditors and all liens upon any property of The Noodle Shop shall be preserved unimpaired, and all debts, liabilities and duties of The Noodle Shop shall thenceforth attach to Newco and may be enforced against Newco to the same extent as if said debts, liabilities and duties had been incurred or contracted by Newco.

(b) It is intended by the parties hereto that the reincorporation merger shall qualify as a reorganization described in Section 368(a) of the Internal Revenue Code and the parties hereby adopt this agreement as "a plan of reorganization" under Section 1.368 of the United States Income Tax Regulations.

(b) From and after the Effective Time and until further amended in accordance with the General Corporation Law of the State of Delaware, the Amended and Restated Certificate of Incorporation of the Surviving Entity shall be as it is filed herewith with the Secretary of State of the State of Delaware as set forth in Annex A hereto.

(c) The Bylaws of the Surviving Entity shall be set forth in the company's records.

(d) The directors and officers of The Noodle Shop at the Effective Time shall be the directors and officers of the Surviving Entity, and the directors and officers of Newco at the Effective Time, to the extent that they are not directors or officers of The Noodle Shop at the Effective Time, shall cease to be directors and officers at and after the Effective Time.

1.3 ADDITIONAL ACTIONS. If, at any time after the Effective Time, Newco shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in Newco, title to and possession of any property or right of The Noodle Shop acquired or to be acquired by reason of, in connection with, or as a result of the Merger, or (b) otherwise to carry out the purposes of this Agreement, The Noodle Shop and its respective officers and directors shall be deemed to have granted to Newco an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in Newco and otherwise to carry out the purposes of this Agreement; and the directors and officers of Newco are fully authorized in the name of The Noodle Shop or otherwise to take any and all such action.

1.4 EFFECTIVE TIME. The Effective Time of the Merger (the "Effective Time") shall be 12:01 a.m., Eastern Time, on January 1, 2003.

ARTICLE II
CONVERSION OF SECURITIES

2.1 SURRENDER, CONVERSION AND PAYMENT.

(a) At the Effective Time, each issued and outstanding share of The Noodle Shop Common Stock shall, by virtue of the Merger be converted into three (3) duly authorized, validly issued, fully paid and nonassessable share of Newco Common Stock.

(b) At the Effective Time, each issued and outstanding share of Newco Common Stock that is then held by The Noodle Shop shall be canceled.

(c) After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of The Noodle Shop Common Stock may, if they so desire, surrender the same for cancellation to Newco at 2590 Pearl Street, Boulder Colorado 80302, for exchange, subject to procedures established therefor by Newco, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Newco's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of The Noodle Shop Common Stock shall be deemed for all purposes to represent the number of whole shares of Newco's Common Stock into which such shares of The Noodle Shop Common Stock were converted in the Merger subject to the legends on each certificate of Newco Common Stock. The registered owner on the books and records of Newco of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or

otherwise accounted for to Newco, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of Newco represented by such outstanding certificate as provided above. If any certificate for shares of Newco stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to Newco any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Newco that such tax has been paid or is not payable and that such transfer not be inconsistent with the Certificate of Incorporation and bylaws of Newco.

(d) At the Effective Time, Newco shall assume and continue the stock option plans and all other employee benefit plans of The Noodle Shop. Each outstanding and unexercised option, or other right to purchase, or security convertible into, The Noodle Shop Common Stock shall become an option, or right to purchase, or a security convertible into Newco Common Stock on the basis of three (3) shares of Newco Common Stock for each share of The Noodle Shop Common Stock issuable pursuant to any such option, or stock purchase right or convertible security, on the same terms and conditions and at an exercise or conversion price per share equal to the exercise or conversion price per share applicable to any such The Noodle Shop option, stock purchase right or other convertible security at the Effective Time. There are no options, purchase rights for or securities convertible into any class of The Noodle Shop Preferred Stock. The reincorporation of The Noodle Shop into Newco shall not be deemed a "Change of Control Transaction" as such term is used in The Noodle Shop, Co. Stock Option Plan.

A number of shares of the Newco Common Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of The Noodle Shop Common Stock so reserved immediately prior to the Effective Time.

ARTICLE III AMENDMENT AND TERMINATION

3.1 AMENDMENT. This Agreement may be amended at any time by the Boards of Directors of The Noodle Shop and Newco, either prior to or after approval of the Merger by the stockholders of The Noodle Shop and the Board of Directors of The Noodle Shop (as the sole shareholder of Newco), to the fullest extent permitted by law, and at any time upon the action of the Boards of Directors and stockholders of The Noodle Shop and Newco, by an amendment duly executed by the parties hereto at any time prior to the Effective Time.

3.2 TERMINATION. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned by agreement of either the Board of Directors of The Noodle Shop or the Board of Directors of Newco. The filing of this Agreement or a Certificate of Merger with the Secretary of State of the State of Delaware and the filing of this Agreement and Articles of Merger with the Secretary of State of the State of Colorado pursuant to Section 1.4 hereof shall constitute certification that this Agreement of Merger has not theretofore been terminated; however, it may be terminated prior to the Effective Time if proper notice is given to the respective Secretaries of State, as applicable. If terminated as provided in this Section 3.2, this Agreement shall forthwith become wholly void and of no further force or effect.

ARTICLE IV CONDITIONS

4.1 CONDITIONS TO OBLIGATIONS OF NEWCO. The obligation of Newco to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, subject to the provisions of Section 6.2, of each of the following conditions:

(a) **STOCKHOLDER APPROVAL.** This Agreement shall have been approved by the duly adopted resolution of the Board of Directors of The Noodle Shop, acting in its capacity as sole stockholder of Newco, or by the act of a duly authorized officer of The Noodle Shop otherwise authorized to vote the shares of stock of Newco owned by The Noodle Shop.

(b) **CONSENTS.** All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement shall have been obtained.

(c) **SATISFACTION OF CONDITIONS.** Any obligations of The Noodle Shop to be performed pursuant to this Agreement prior to the Effective Time shall have been performed in all material respects.

4.2 CONDITIONS TO OBLIGATIONS OF THE NOODLE SHOP. The obligation of The Noodle Shop to consummate the Merger is subject to the fulfillment, prior to or at the Effective Time, subject to the provisions of Section 6.2, of each of the following conditions:

(a) **STOCKHOLDER APPROVAL.** This Agreement and the Merger shall have been approved by the affirmative vote of the holders of at least a majority of the issued and outstanding shares of stock of The Noodle Shop having voting power.

(b) **CONSENTS.** All consents, authorizations, orders or approvals of any governmental commission, board, other regulatory body or any third party required in connection with the execution, delivery and performance of this Agreement shall have been obtained.

(c) **SATISFACTION OF CONDITIONS.** Any obligations of Newco to be performed pursuant to this Agreement prior to the Effective Time shall have been performed in all material respects.

ARTICLE V COVENANTS

5.1 COVENANTS OF NEWCO. Newco covenants and agrees that it will, on or before or immediately after the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of Colorado and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of the Corporations and Associations Act of the State of Colorado;

(b) File any and all documents with the State of Colorado necessary for the assumption by Newco of all of the applicable tax liabilities of The Noodle Shop; and

(c) Take such other actions as may be required by the Corporations and Associations Act of the State of Colorado.

ARTICLE VI MISCELLANEOUS

6.1 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

6.2 WAIVER. Any party may, at its option, extend the time for performance of any of the obligations or acts of any other party and may waive in writing any or all of the conditions contained herein to which its obligations hereunder are subject or compliance by other parties with any other matter in this Agreement.

6.3 GOVERNING LAW. This Agreement shall be governed in all respects, including, but not limited to validity, interpretation, effect and performance, by the internal laws of the State of Delaware and, so far as applicable, the merger provisions of the Corporations and Associations Act of the State of Colorado, excluding the effects of any principles of conflicts of law which may otherwise be applicable. References in this Agreement to the "Corporations and Associations Act of the State of Colorado" shall mean the Corporations and Associations Act of the State of Colorado, Title 7, CRS.

IN WITNESS WHEREOF, The Noodle Shop and Newco have caused this Agreement and Plan of Merger to be executed on their behalf by their respective officers, hereunto duly authorized.

The Noodle Shop, Co., a Colorado corporation

By: 

Aaron Kennedy
Chairman of the Board and
Co-Chief Executive Officer

Noodles & Company, a Delaware corporation

By: 

Aaron Kennedy
President