

**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
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2547018	NOODLES & COMPANY
Registration Number:	2653588	KNOW YOUR NOODLE
Registration Number:	2612158	EVERY GUEST, EVERY BOWL, EVERY TIME.
Registration Number:	2651360	PASTAFARIANS REJOICE.
Registration Number:	2710582	GLOBAL NOODLE SHOP
Registration Number:	2651073	NOODLES & COMPANY
Registration Number:	2141888	NOODLES & COMPANY

**CORRESPONDENCE DATA**

Fax Number: (215)832-5619  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 215-569-5619  
 Email: pecsenye@blankrome.com  
 Correspondent Name: Timothy D. Pecsenye

CH \$190.00 2547018

Address Line 1: One Logan Square  
Address Line 2: 9th Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	103946-00101
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	02/04/2008

**Total Attachments: 15**

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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:

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".

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 2nd 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.

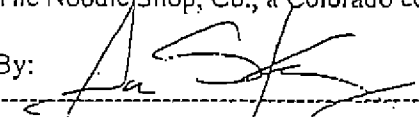


6.3 GOVERNING LAW. This Agreement shall be governed in all respects, including, but not limited to validity, interpretation, effect and performance, by the internal laws of the State of Delaware and, so far as applicable, the merger provisions of the Corporations and Associations Act of the State of 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

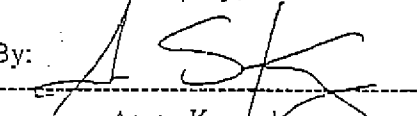
By:



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

Noodles & Company, a Delaware corporation

By:



Aaron Kennedy  
President

Attachment to Agreement and Plan of Merger  
by and between

The Noodle Shop, Co.,  
a Colorado corporation  
and  
Noodles & Company,  
a Delaware corporation

Secretaries' Certificates

The undersigned secretary of The Noodle Shop, Co., a Colorado corporation hereby certifies that the majority of the outstanding stock entitled to vote and a majority of the directors of The Noodle Shop, Co., after due notice and the holding of all required shareholder and board of director meetings, adopted and approved the merger between The Noodle Shop, Co., a Colorado corporation and Noodles & Company, a Delaware corporation.



Mary Beth Lewis  
Secretary of  
The Noodle Co., a Colorado corporation

The undersigned secretary of Noodles & Company, a Delaware corporation hereby certifies that the majority of the outstanding stock entitled to vote and the sole director of Noodles & Company after due notice and the holding of all required shareholder and board of director meetings, adopted and approved the merger between The Noodle Shop, Co., a Colorado corporation and Noodles & Company, a Delaware corporation.



Aaron Kennedy  
Secretary  
Noodles & Company, a Delaware corporation

Annex A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
NOODLES & COMPANY

ARTICLE I  
NAME

The name of the Corporation is Noodles & Company.

ARTICLE II  
REGISTERED AGENT; REGISTERED OFFICE  
PRINCIPAL OFFICE

1. Registered Agent. The name of the registered agent is Corporation Trust Company.
2. Registered Office. The registered office of the registered agent is 1209 Orange St. Wilmington, DE 19801.
3. Principal Office. The address of the principal office of the Corporation is 2590 Pearl Street, Boulder, Colorado 80302.
4. Meetings and Keeping of Books. Meetings of stockholders may be held within or without the State of Delaware as the Corporation's bylaws may provide. The books of the Corporation may be kept at such place within or without the State of Delaware as the Corporation's bylaws may provide or as may be designated from time to time by the Corporation's Board of Directors.

ARTICLE III  
CORPORATE PURPOSE

The Corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under the laws of the General Corporation Law of the State of Delaware. In addition, the Corporation may do everything necessary, suitable or proper for the accomplishment of any of its corporate purposes. The Corporation may conduct part or all of its business in any part of the United States or the world and may hold, purchase, mortgage, lease and convey real, personal, tangible and intangible property in any of such places.

## ARTICLE IV CAPITAL STRUCTURE

1. Authorized Capital Stock. The aggregate number of shares which the Corporation shall have authority to issue is 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 \$.00001 per share.

2. Voting Rights. Each holder of a share of Class A Common Stock shall have one vote on all matters submitted to shareholders for each share of Class A Common Stock standing in the name of such holder on the books of the Corporation and entitled to vote, except that in the election of directors, each holder of a share of Class A Common Stock shall be entitled to vote all of the shareholder's votes for as many persons as there are directors to be elected. In the election of directors, cumulative voting shall not be allowed. Except as otherwise provided herein, and except as otherwise required by law, all shares of Class A Common Stock of the Corporation entitled to vote shall vote together as a single class on all actions to be taken by the shareholders of the Corporation.

3. Authority Relative to Undesignated Preferred Stock One or more series of preferred stock may be created, authorized and issued by the Board of Directors from time to time as hereafter provided. The Board of Directors is hereby expressly authorized, by resolution from time to time providing for the issuance of preferred stock, to fix and state the designations, powers, preferences and relative, optional and other special rights of the shares of each series of preferred stock, and the qualifications, limitations and restrictions thereof.

Unless otherwise provided in the resolution of the Board of Directors providing for the issue thereof, shares of any series of preferred stock that shall be issued and thereafter acquired by the Corporation through purchase, redemption, conversion or otherwise, may by resolution of the Board of Directors be returned to the status of authorized but unissued preferred stock of the same or other series. Unless otherwise provided in the resolution of the Board of Directors providing for the issue thereof, the number of authorized shares of stock of any such series may be increased or decreased (but not below the number of shares thereof then outstanding) by resolution of the Board of Directors. In case the number of shares of any such series of preferred stock shall be decreased, the shares representing such decrease shall, unless otherwise provided in the resolution of the Board of Directors providing for the issuance thereof, resume the status of authorized but unissued preferred stock, undesignated as to series.

4. Preemptive Rights. Unless otherwise approved by a resolution of the Corporation's Board of Directors, shareholders of the capital stock of the Corporation shall not have the preemptive right to acquire unissued shares or securities convertible into such shares or carrying a right to subscribe to or acquire shares of the Corporation. Such provision shall apply to both shares outstanding and to newly issued shares.

5. Quorum. At all meetings of the shareholders, the holders of a majority of the shares outstanding and entitled to vote shall constitute a quorum. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders unless the vote of a greater number or voting by classes is required by the General Corporation Law of the State of Delaware or these Articles.

#### ARTICLE V INCORPORATOR

The name and address of the incorporator is:

Aaron Kennedy  
2590 Pearl Street  
Boulder, Colorado 80302

#### ARTICLE VI BOARD OF DIRECTORS

The number of persons constituting the Board of Directors of the Corporation shall be fixed by the bylaws of the Corporation. Directors need not be residents of the State of Delaware or shareholders of the Corporation and shall exercise all the powers conferred on the Corporation by this Certificate and by the General Corporation Law of the State of Delaware.

#### ARTICLE VII LIMITATION OF LIABILITY

1. Limitation of Director and Officer Liability. The personal liability of a director or an officer to the Corporation or its shareholders is limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as amended from time to time. Any limitations on liability in effect prior to the date of this Certificate shall remain in full force and effect. Any repeal or modification of this Article VII shall not adversely affect any right or protection of a director hereunder existing at the time of such repeal or modification.

2. Indemnification. Each person who is or was a director or officer of the Corporation, and each such person who is or was serving at the request of the Corporation as a director or officer of another Corporation, or in a similar capacity of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation (including the heirs, executors, administrators, and estate of such person) shall be indemnified by the Corporation to the fullest extent permitted from time to time by the General Corporation Law of the

State of Delaware. The Corporation may, to the extent authorized from time to time by the Board of Directors or the stockholders, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent permitted from time to time by the General Corporation Law of the State of Delaware. Without limiting the generality of the foregoing, the Corporation may enter into one or more agreements with any person that provides for indemnification and advancement of expenses greater or different than that provided in this Article and the Board of Directors, disinterested directors, stockholders, or otherwise as permitted by law, may provide for indemnification and advancement of expenses greater than that provided in this Article or in the by-laws of the Corporation. No amendment or repeal of this Article shall adversely affect any right or protection existing under or pursuant to this Article at the time of such amendment or repeal.

Furthermore, each person who was or is made a party or is threatened to be made a party to or is in any way involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), including any appeal therefrom, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or of a direct or indirect subsidiary of the corporation, or is or was serving at the request of the corporation as a director or officer of another entity or enterprise, or was a director or officer of a foreign or domestic corporation which was predecessor corporation of the corporation or of another entity or enterprise at the request of such predecessor corporation, shall be indemnified and held harmless by the corporation, and the corporation shall advance all expenses incurred by any such person in defense of any such proceeding prior to its final determination, to the fullest extent authorized by the General Corporation Law of the State of Delaware. In any proceeding against the corporation to enforce these rights, such person shall be presumed to be entitled to indemnification and the corporation shall have the burden of proving that such person has not met the standards of conduct for permissible indemnification set forth in the General Corporation Law of the State of Delaware. The rights to indemnification and advancement of expenses conferred by this Article VII shall be presumed to have been relied upon by the directors and officers of the corporation in serving or continuing to serve the corporation and shall be enforceable as contract rights. Said rights shall not be exclusive of any other rights to which those seeking indemnification may otherwise be entitled. The corporation may, upon written demand presented by a director or officer of the corporation or of a direct or indirect subsidiary of the corporation, or by a person serving at the request of the corporation as a director or officer of another entity or enterprise, enter into contracts to provide such persons with specified rights to indemnification, which contracts may confer rights and protections to the maximum extent permitted by the General Corporation Law of the State of Delaware, as amended and in effect from time to time.

(A) If a claim under this Article is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce the right to be advanced expenses incurred in defending any proceeding prior to its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the General Corporation Law of the State of Delaware for the corporation to indemnify the claimant for the amount claimed, but the claimant shall be presumed to be entitled to indemnification

and the corporation shall have the burden of proving that the claimant has not met the standards of conduct for permissible indemnification set forth in the General Corporation Law of the State of Delaware.

(B) If the General Corporation Law of the State of Delaware is hereafter amended to permit the corporation to provide broader indemnification rights than said Law permitted the corporation to provide prior to such amendment, the indemnification rights conferred by this Article shall be broadened to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended without further action being required by the corporation.

3. Any repeal or modification of any of the foregoing provisions of this Article, including without limitation, any contractual rights arising under or authorized by it, shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the corporation with respect to any acts or omissions of such director, officer or agent occurring prior to such repeal or modification.

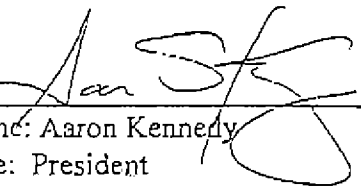
#### ARTICLE VIII RIGHT TO AMEND ARTICLES

The right is expressly reserved to amend, alter, change or repeal any provision or provisions contained in this Certificate or any article herein in any manner or respect now or hereafter permitted or provided by the General Corporation Law of the State of Delaware, and other than the rights set forth in Article VII herein, the rights of all officers, directors and shareholders are expressly made subject to such reservation.

#### ARTICLE IX DURATION

This Corporation shall have perpetual existence.

Executed this 23<sup>rd</sup> day of December, 2002.

By:   
Name: Aaron Kennedy  
Title: President

New 1147 language for forms:

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 2590 Pearl Street Boulder, CO 80302.



# Delaware

PAGE 1

*The First State*

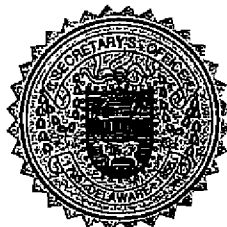
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"THE NOODLE SHOP, CO.", A COLORADO CORPORATION,

WITH AND INTO "NOODLES & COMPANY" UNDER THE NAME OF "NOODLES & COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 2002, AT 6:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2003, AT 2:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3596638 8100M

AUTHENTICATION: 2176054

020797933

DATE 12-30-02  
TRADEMARK

RECORDED: 02/04/2008

REEL: 003711 FRAME: 0417