

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/06/2008		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Fresh Brands, Inc.		09/02/2008
			<b>Entity Type</b>
			CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fresh Brands Foods, LLC		
<b>Street Address:</b>	2215 Union Avenue		
<b>City:</b>	Sheboygan		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53082		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WISCONSIN		
<b>PROPERTY NUMBERS Total: 4</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>		76231527	FRESH BRANDS
<b>Serial Number:</b>		76371093	FRESH ALERT
<b>Serial Number:</b>		76375802	PAMPERED TO PERFECTION
<b>Serial Number:</b>		76350302	MARKETCIRCLE
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-297-5723		
<b>Email:</b>	ptomailmilwaukee@foley.com		
<b>Correspondent Name:</b>	Richard J. McKenna		
<b>Address Line 1:</b>	777 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	073730-0800		

OP \$115.00 76231527

NAME OF SUBMITTER:	Kenneth M. Alvord II
Signature:	/KMA/
Date:	12/09/2008
Total Attachments: 3 source=Merger Doc's#page1.tif source=Merger Doc's#page2.tif source=Merger Doc's#page3.tif	

## PLAN OF MERGER

**THIS AGREEMENT** is dated as of the 6th day of September, 2008, by and between Fresh Brands Foods, LLC, a Wisconsin limited liability company with its office and principal place of business in the City of Sheboygan, Sheboygan County, Wisconsin and Fresh Brands, Inc. a Wisconsin corporation with its office and principal place of business in the City Sheboygan, Sheboygan County, Wisconsin.

**WHEREAS**, the parties, by their Members and Board of Directors respectively, hereto have unanimously agreed to merge Fresh Brands, Inc. into Fresh Brands Foods, LLC and intend by this Agreement to reduce their understanding to writing.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. **COMPANY DISCLOSURES.**

a. **Fresh Brands, Inc.** The total numbers of shares of stock which Fresh Brands, Inc. has authority to issue is as follows: 20,000,000 shares of common stock. Of such authorized stock, 8,750,342 shares are issued and outstanding; Fresh Brands Foods, LLC owns the entirety of the issued and outstanding shares.

b. **Fresh Brands Foods, LLC.** Butera Fresh Brands, LLC owns 100% of the ownership interests in Fresh Brands Foods, LLC.

c. **Merger Intent.** The Board of Directors and Members of the respective companies deem it desirable and in the best interest of the companies and their shareholders and members that Fresh Brands, Inc. be merged into Fresh Brands Foods, LLC.

2. **MERGER COVENANT.** As of the effective date of this merger, Fresh Brands, Inc. shall be merged into Fresh Brands Foods, LLC, a single limited liability company under the terms and conditions set forth herein. Fresh Brands Foods, LLC shall receive the entirety of the properties (real, personal and mixed), easements, licenses, and interests of every kind, rights, privileges, powers and franchises of a public as well as a private nature, exemptions and immunities, subject, however, to any liens, mortgages or charges thereon, in exchange for the complete redemption of (and subsequent cancellation of) all outstanding capital stock of Fresh Brands, Inc. without further consideration. From and after the effective date of this Agreement, all of the properties Fresh Brands, Inc. identified above shall be vested in Fresh Brands Foods, LLC by virtue of this merger, and shall thereupon be as effectively properties of Fresh Brands Foods, LLC as they were formerly of Fresh Brands, Inc. and all rights of all creditors of, and all liens, mortgages or charges of property of Fresh Brands, Inc. shall be preserved unimpaired. The title to all real estate acquired by deed, gift, grant, appropriation or otherwise vested in Fresh Brands, Inc. shall not revert or be in any way impaired by reason of this merger or anything done by virtue thereof, but shall be vested in Fresh Brands Foods, LLC by virtue of this merger.

On and after the effective date of this merger, Fresh Brands Foods, LLC hereby assumes liability for all contracts, debts, obligations of any kind, liabilities and duties incurred by Fresh Brands, Inc., and all such shall attach, on and after the effective date of this merger, to Fresh Brands Foods, LLC and be enforceable against it and its properties to the same extent as if incurred or contracted by it.

3. **FRESH BRANDS FOODS, LLC TO BE SURVIVING COMPANY.** The name of the company which is to survive the foregoing merger is Fresh Brands Foods, LLC. No change is to be made by the foregoing merger in Fresh Brands Foods, LLC's Articles of Organization, Operating Agreement or capitalization. Fresh Brands Foods, LLC will continue to exist after the foregoing merger as a limited liability company organized under the laws of Wisconsin, and under its Articles of Organization and present Operating Agreement. The principal office of Fresh Brands Foods, LLC shall continue to be located in the City of Sheboygan, Sheboygan County, Wisconsin. The sole member of Fresh Brands Foods, LLC shall continue as the sole member following the merger.

4. **DIRECTORS' / MEMBER'S CONSENT.** This Agreement has been submitted to the directors and sole member of the respective parties hereto and has been unanimously ratified, confirmed and approved pursuant to sections 180.1104 and 183.1204 of the Wisconsin Statutes.

5. **EXPENSES OF MERGER.** Fresh Brands Foods, LLC shall bear all of the expenses, including legal and accounting fees, related to the merger contemplated by this Agreement and Plan of Merger.

6. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement and the documents referred to herein and to be delivered pursuant hereto constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No amendment, supplement, modification, waiver or termination of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

7. **GOVERNING LAW.** This Agreement shall be construed and interpreted according to the laws of the State of Wisconsin.

8. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other.

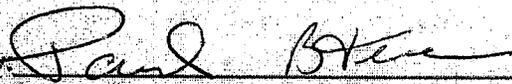
9. **NOTICES.** All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given at the earlier of the date when actually delivered to an officer of the other party or when deposited in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, and addressed at the last known address for each corporation.

10. **SEVERABILITY.** If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this or the application of such provision, clause, or part under other circumstances shall be effected thereby.

11. **BINDING EFFECT.** This Agreement shall inure to the benefit and be binding upon Fresh Brands Foods, LLC and its successors and assigns and shall inure to the benefit and be binding upon Fresh Brands, Inc. and its successors and assigns, and its shareholders and their respective successors or assigns.

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan of Merger to be executed on its behalf by its duly authorized representative, this 2nd day of September, 2008.

**FRESH BRANDS FOODS, LLC**

By:   
Paul A. Butera as Member of  
Butera Fresh Brands, LLC, Sole Member

By:   
Paul J. Butera as Member of  
Butera Fresh Brands, LLC, Sole Member

**FRESH BRANDS, INC.**

By:   
Paul A. Butera, President

This instrument drafted by:  
David Gass, Esq.  
Rohde Dales LLP  
607 North 8th Street, 7th Floor  
Sheboygan, WI 53081  
(920) 458-5501