

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/04/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jimmy John's Enterprises, Inc.		12/04/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Jimmy John's Enterprises, LLC
Street Address:	2212 Fox Drive
City:	Champaign
State/Country:	ILLINOIS
Postal Code:	61820
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3334071	TOTALLY TUNA

CORRESPONDENCE DATA

Fax Number: (312)251-2897
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.368.4000
 Email: ch.tm@dlapiper.com
 Correspondent Name: Mark I. Feldman
 Address Line 1: P.O. Box 64807
 Address Line 2: DLA Piper LLP (US)
 Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	236391-13 TOTALLY TUNA
NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/mark i feldman/

CH \$40.00 3334071

Date:

12/19/2008

Total Attachments: 8

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FORM BCA 11.39 (rev. Dec. 2003)
ARTICLES OF MERGER,
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES
Business Corporation Act

 COPY

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961
www.cyberdriveillinois.com

FILED

DEC 04 2006

JESSE WHITE
SECRETARY OF STATE

Remit payment in the form of a
check or money order payable
to the Secretary of State.

The filing fee is \$100, but if merger
involves more than 2 corporations,
\$50 for each additional corporation.

File # 5468-969-1 Filing Fee: \$ 100.00 Approved: KK
Submit in duplicate Type or Print clearly in black ink Do not write above this line

1. Names of the corporations and limited liability companies proposing to merge and the state or country of their organization or incorporation:

Name of Corporation Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
<u>Jimmy John's Enterprises, Inc.</u>	<u>Illinois</u>	<u>54689691</u>
<u>Jimmy John's Enterprises, LLC</u>	<u>Delaware</u>	<u>N.A.</u>

2. The laws of the state or country under which each corporation and Limited Liability Company are organized, permit such merger.

3. (a) Name of the surviving party: Jimmy John's Enterprises, LLC
(b) It shall be governed by the laws of: Delaware

If not sufficient space to cover this point, add one or more sheets of this size.

4. Plan of merger is as follows:
Please see the attachment.

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REEL: 003906 FRAME: 0865

5. Plan of merger was approved, as to each limited liability company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(Only "X" one box for each Illinois corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.20)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20
Jimmy John's Enterprises, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. (Not applicable if survivor is an Illinois corporation or an Illinois Limited Liability Company)

It is agreed that, upon and after the issuance of a certificate of merger by the Secretary of State of the State of Illinois:

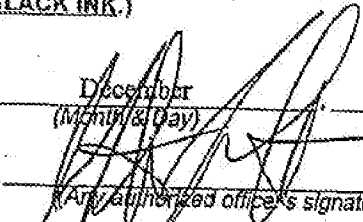
- The surviving limited liability company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving limited liability company.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving limited liability company to accept service of process in any such proceedings, and
- The surviving limited liability company will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

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REEL: 003906 FRAME: 0866

7.(a.) The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK.**)

Dated December 2006
(Month & Day) (Year)


(Any authorized officer's signature)

James J. Liautaud, President
(Type or Print Name and Title)

Jimmy John's Enterprises, Inc.
(Exact Name of Corporation)

Dated _____
(Month & Day) (Year)

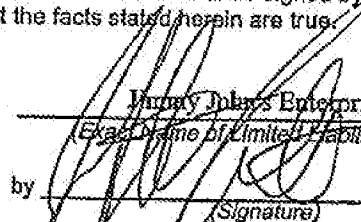
(Any authorized officer's signature)

(Type or Print Name and Title)

(Exact Name of Corporation)

7.(b.) The undersigned limited liability companies have caused these articles to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK.**)

Dated December 2006
(Month & Day) (Year)


(Signature)

By: ERG, Inc., Its Member
By: James J. Liautaud, President
(Type or Print Name and Title)

Dated _____
(Month & Day) (Year)

(Signature)

(Type or Print Name and Title)

Jimmy John's Enterprises, LLC
(Exact Name of Limited Liability Company)

(Exact Name of Limited Liability Company)

JIMMY JOHN'S ENTERPRISES, INC. AND JIMMY JOHN'S ENTERPRISES, LLC

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, is made and entered into as of November __, 2006, between Jimmy John's Enterprises, Inc., an Illinois corporation ("Mergerco"), and Jimmy John's Enterprises, LLC, a Delaware limited liability company (the "Surviving Company"). This Agreement has been approved, adopted, certified, executed and acknowledged by each of the undersigned in accordance with the requirements of the Delaware Limited Liability Company Act ("DLCA") and the Illinois Business Corporation Act of 1983 ("IBC").

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and all other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties agree as follows:

ARTICLE I

**EFFECT OF THE MERGER; CONVERSION OF EQUITY; ADDITIONAL ACTIONS;
SERVICE OF PROCESS, ETC.**

1.1 Merger. Upon the Effective Date (as hereinafter defined), Mergerco shall be merged with and into the Surviving Company pursuant to Delaware law, with the Surviving Company as the surviving entity (the "Merger").

1.2 Effective Date. Upon the execution of this Agreement by Mergerco and the Surviving Company, and subject to the adoption of this Agreement by the sole shareholder and Board of Directors of Mergerco and by the member of the Surviving Company, as required by the applicable laws of the State of Illinois and the State of Delaware, respectively, the member of the Surviving Company shall be and hereby is directed to cause the filing in the offices of (i) the Secretary of State of the State of Delaware of the Certificate of Merger (the "Certificate of Merger") and (ii) the Secretary of State of the State of Illinois of the Articles of Merger (the "Articles of Merger"). The Merger shall become effective upon filing of the Certificate of Merger (the "Effective Date") and Articles of Merger.

1.3 Conversion of Mergerco Equity into Equity of Surviving Entity. LHG, Inc., an Illinois corporation ("LHG"), owns one hundred percent (100%) of the profits, losses and capital of each of Mergerco and the Surviving Company. By virtue of the Merger and without any action on the part of LHG, Mergerco or the Surviving Company, upon the Effective Date:

- (a) the equity interest in the Surviving Company shall remain unchanged; and
- (b) the equity interest in Mergerco existing immediately prior to the Effective Date shall, without any action on the part of LHG, Mergerco or the Surviving Company, be canceled without payment of any consideration therefor and cease to exist and be outstanding.

1.4 Effect of Merger.

(a) Subject to the terms and conditions of this Agreement, the Certificate of Merger and the Articles of Merger, at the Effective Date:

(i) the separate existence of Mergerco shall cease and Mergerco shall be merged with and into the Surviving Company (after the Merger, the Surviving Company is sometimes referred to as the "Surviving Entity");

(ii) the Surviving Entity shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of Mergerco and the Surviving Company; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to each of Mergerco and the Surviving Company shall be taken and deemed to be vested in the Surviving Entity without further act or deed;

(iii) the title to any real estate, or any interest therein, vested in either of Mergerco and the Surviving Company shall not revert or be in any way impaired by reason of such merger or consolidation;

(iv) the Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of each of Mergerco and the Surviving Company; and

(v) any claim existing or action or proceeding pending by or against Mergerco and the Surviving Company existing at such time may be prosecuted as if such merger or consolidation had not taken place, subject to any and all limitations under applicable law.

(b) Neither the rights of creditors nor any liens upon the property of either Mergerco and the Surviving Company shall be impaired by the Merger.

(c) The Certificate of Formation of the Surviving Company, as in effect immediately prior to the Effective Date, shall be the Certificate of Formation of the Surviving Entity, until thereafter duly altered, amended or repealed as provided by law and such Certificate of Formation.

(d) The Limited Liability Company Agreement of the Surviving Company, as in effect immediately prior to the Effective Date, shall be the Limited Liability Company Agreement of the Surviving Entity, until thereafter duly altered, amended or repealed as provided by law, the Certificate of Formation and such Limited Liability Company Agreement.

(e) This Agreement is on file at the principal place of business of the Surviving Entity which is located at 2212 Fox Drive, Champaign, Illinois 61820. A copy of this Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder of Mergerco or the member of the Surviving Company.

1.5 Further Action. If, at any time after the date hereof, any further action is necessary or desirable to carry out the transactions contemplated herein, or to vest in the Surviving Entity the full right and title to and possession of all assets, property, rights, privileges, immunities, powers, and franchises of Mergerco, the member of the Surviving Entity is fully authorized to take, and shall take, all such action. Each of the parties hereto shall take any action and execute and deliver any additional document, instrument, or agreement necessary or desirable to consummate the transactions contemplated herein.

1.6 Service of Process.

(a) The Surviving Entity hereby agrees that it may be served with process in the State of Illinois or in the State of Delaware in any proceeding for the enforcement of any obligation of Mergerco or the Surviving Company.

(b) The Surviving Entity hereby irrevocably appoints the Secretary of State of the State of Delaware and the Secretary of State of the State of Illinois as its agent to accept service of process in any proceeding described in paragraph 1.6(a) above. A copy of such process shall be mailed by the Secretary of State of the State of Delaware or by the Secretary of State of the State of Illinois to the Surviving Entity at 2212 Fox Drive, Champaign, Illinois 61820.

ARTICLE II

TERMINATION

2.1 Termination by Mutual Agreement. Notwithstanding the approval of this Agreement by the sole shareholder and Board of Directors of Mergerco and the member of the Surviving Company, this Agreement may be terminated at any time prior to the Effective Date by mutual agreement of the sole shareholder and Board of Directors of Mergerco and the member of the Surviving Company.

2.2 Effects of Termination. In the event of the termination of this Agreement, this Agreement shall forthwith become null and void and there shall be no liability on the part of Mergerco or the Surviving Company or their respective shareholder, Board of Directors or member to any other party hereto or any other party in connection with the transactions contemplated herein.

ARTICLE III

MISCELLANEOUS

3.1 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.

3.2 Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of each of the Surviving Company and Mergerco.

3.3 Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but such waiver must be in writing and shall not constitute or be deemed a waiver as to any future event not within the scope of such waiver.

3.4 Assignment. This Agreement is not assignable by any party hereto without the prior written consent of each of the Surviving Company and Mergerco.

3.5 Further Assurances. Each party hereto agrees that, from time to time, such party shall execute and deliver, without further consideration, such further certificates, resolutions, authorizations, assignments, instruments, and other documents and shall take such other actions as may be reasonably necessary to carry out the purposes and intents of this Agreement.

3.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

3.8 Captions. The section and other headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Signature page follows

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the undersigned as of the date first above written.

JIMMY JOHN'S ENTERPRISES, LLC

By: LHG, INC.
Its: Member

By: _____
Name: James J. Liautaud
Title: President

JIMMY JOHN'S ENTERPRISES, INC.

By: _____
Name: James J. Liautaud
Title: President

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