

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/03/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Fresh Brands Distributing, Inc.		12/03/2008
			Entity Type
			CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Fresh Brands Foods, LLC		
Street Address:	2215 Union Avenue		
City:	Sheboygan		
State/Country:	WISCONSIN		
Postal Code:	53081		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	2548914	PIG DEAL
	Registration Number:	2317676	SHOP THE PIG
	Registration Number:	2798702	THE PIG STOP
CORRESPONDENCE DATA			
Fax Number:	(414)297-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-297-5723		
Email:	ptomailmilwaukee@foley.com		
Correspondent Name:	Richard J. McKenna		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	777 E. Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202-5306		
ATTORNEY DOCKET NUMBER:	073730-0800		

OP \$90.00 2548914

NAME OF SUBMITTER:	Jill M. Schenk
Signature:	/Jill M. Schenk/
Date:	06/18/2009
Total Attachments: 5 source=Fresh Brands#page1.tif source=Fresh Brands#page2.tif source=Fresh Brands#page3.tif source=Fresh Brands#page4.tif source=Fresh Brands#page5.tif	

Back to Previous Page
Sec.179.77, 180.1105,
181.1105 & 183.1204,
Wis Stats

State of Wisconsin
Department of Financial Institutions
Division of Corporate & Consumer Services



Articles of Merger

Surviving Entity

Name: FRESH BRANDS FOODS, LLC
Org ID: F041261
Entity Type: Limited Liability Company
Jurisdiction: WI

Non Surviving Entity

Name: FRESH BRANDS DISTRIBUTING, INC.
Org ID: 1S02178
Entity Type: Business Corporation
Jurisdiction: WI

Real Estate

Non-Survivor Name(s)	Does the entity have a fee simple ownership interest in any Wisconsin real estate immediately prior to the merger?
FRESH BRANDS DISTRIBUTING, INC.	Yes

Plan of Merger

Plan Of Merger

Method Of Approval

The plan of merger document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss.180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

Drafter:

This document was drafted by: Attorney David Gass

Delayed Effective Date

1/3/2009 11:59:00 PM

Signature

Signature: Paul A. Butera, Member of Butera Fresh Brands, LLC, Sole Member
Title: Member

Endorsement

Received Date: 12/31/2008 10:29:24 AM
Delayed Effective Date: 1/3/2009 11:59:00 PM
Filed Date: 1/5/2009
Filing Fee: \$150.00
Expedite Fee: \$25.00
Total Fee: \$175.00
Comments:

ARTICLES OF MERGER - CHAPTER 180 & 183 MERGING: FRESH BRANDS DISTRIBUTING, INC. (WISCONSIN DOMESTIC CORP)(NON-SURVIVOR) INTO: FRESH BRANDS, LLC (WISCONSIN DOMESTIC LLC)(SURVIVOR) SURVIVOR CHANGES NAME EFFECTIVE DATE: JANUARY 3, 2009 OOS #200812311736258 \$150.00 & \$25.00 EXP

PLAN OF MERGER

THIS AGREEMENT is dated as of the 3rd day of December, 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 Distributing, 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 Distributing, 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 Distributing, Inc.** The total numbers of shares of stock which Fresh Brands Distributing, Inc. has authority to issue is as follows: 20,000,000 shares of common stock. Of such authorized stock, 5,165,445 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 Distributing, Inc. be merged into Fresh Brands Foods, LLC.

2. **MERGER COVENANT.** As of the effective date of this merger, Fresh Brands Distributing, Inc. shall be merged into Fresh Brands Foods, LLC, a single-member 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 Distributing, Inc. without further consideration. From and after the effective date of this Agreement, all of the properties Fresh Brands Distributing, 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 Distributing, Inc. and all rights of all creditors of, and all liens, mortgages or charges of property of Fresh Brands Distributing, Inc. shall be preserved unimpaired. The title to all real estate acquired by deed, gift, grant, appropriation or otherwise vested in Fresh Brands Distributing, 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 Distributing, 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. At the effective time of the foregoing merger, the Articles of Organization of Fresh Brands Foods, LLC shall be amended as follows:

Article 1. Name of the limited liability company: Piggly Wiggly Midwest, LLC.

No change is to be made by the foregoing merger in Fresh Brands Foods, LLC's 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, as amended, 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 of 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 Distributing, 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 3rd day of December, 2008.

FRESH BRANDS FOODS, LLC

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

FRESH BRANDS DISTRIBUTING, 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