

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/25/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cloverhill Bakery, Inc.		05/25/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cloverhill Pastry-Vend Corporation		
Street Address:	2035 N. Narragansett Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60639		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2826132	KICKIN' KORNBREAD	
Registration Number:	2798997	KICKIN' CORNBREAD	
Registration Number:	2845993	MEGA HONEY BUN	
CORRESPONDENCE DATA			
Fax Number:	(312)554-8015		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tdt@pattishall.com		
Correspondent Name:	Teresa D. Tambolas		
Address Line 1:	311 S. Wacker Drive, Suite 5000		
Address Line 2:	Pattishall, McAuliffe, et al.		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	00593-014-00002		
NAME OF SUBMITTER:	Teresa D. Tambolas		

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**TRADEMARK
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Signature:	/TDT/
Date:	10/09/2009
Total Attachments: 3 source=Merger Agreement#page1.tif source=Merger Agreement#page2.tif source=Merger Agreement#page3.tif	

MERGER AGREEMENT

This MERGER AGREEMENT (this "Agreement"), dated May 25, 2006, is made among Cloverhill Pastry-Vend Corporation, an Illinois corporation ("CPV"), Interlease of Illinois, Inc., an Illinois corporation ("Interlease"), Cloverhill Bakery, Inc., an Illinois corporation ("Bakery"), Dickens Property Corporation, an Illinois corporation ("Dickens") and Cloverhill Industries, Inc., a Delaware corporation ("CI"), the sole shareholder of CPV, Interlease, Bakery and Dickens.

RECITALS

WHEREAS, CI owns 100% of the issued and outstanding capital stock of CPV (the "CPV Shares"), Interlease (the "Interlease Shares"), Bakery (the "Bakery Shares") and Dickens (the "Dickens Shares");

WHEREAS, the parties desire that Interlease, Bakery and Dickens be combined with CPV through a merger (the "Merger") of Interlease, Bakery and Dickens into CPV; and

WHEREAS, the parties desire that the name of the surviving corporation be "Cloverhill Pastry-Vend Corporation" and that the surviving corporation be governed by the Bylaws and the Articles of Incorporation of CPV.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties intending to be legally bound agree as follows:

1. Merger. On the Effective Time (as defined below), subject to the terms and conditions of this Agreement, Interlease, Bakery and Dickens will be merged with and into CPV, and CPV will be the surviving corporation. The name of the surviving corporation will be "Cloverhill Pastry-Vend Corporation."
2. Effective Time. The Merger shall become effective as of the date and time of filing of the Articles of Merger with the Illinois Secretary of State (the "Effective Time").
3. Effect of the Merger. As of the Effective Time, the separate existences of Interlease, Bakery and Dickens will cease. CPV will be the surviving corporation and will succeed to, without other transfer, and will possess and enjoy, all the rights, privileges, immunities and franchises, both of a public and private nature, of each of the parties to the Merger. All property, real, personal and mixed, and all receivables, work-in-progress and debts due on whatever account, and each and every other interest, of or belonging to or due to each of the parties to the Merger will be taken and deemed to be transferred to and vested in CPV without further act or deed. The title to any real estate, or any interests therein, vested in either of the parties to the Merger may not revert or be in any way impaired by reason of the Merger. On the Effective Time, CPV will become responsible and liable for all the liabilities and obligations of Interlease, Bakery and Dickens, and neither the rights of creditors nor any liens upon the property of either of the parties will be impaired by the Merger.
4. Outstanding Shares. On the Effective Time, all of the Interlease Shares, Bakery Shares and Dickens Shares outstanding immediately prior to the Effective Time, and all shares of treasury stock and all rights in respect thereof, shall forthwith cease to exist and shall be cancelled

and retired, and the CPV Shares immediately prior to the Merger shall continue to be outstanding and shall not be changed, but shall remain the same as immediately before the Merger.

5. Articles of Incorporation; By-laws; Directors and Officers.

(a) On the Effective Time, the Articles of Incorporation of CPV filed with the Illinois Secretary of State on November 27, 1961, as amended, and further amended pursuant to Exhibit A attached hereto and made a part hereof, shall be the Articles of Incorporation of the surviving corporation until thereafter further amended in accordance with Illinois law.

(b) On the Effective Time, the By-laws of CPV, as amended and restated, shall be the By-laws of the surviving corporation until thereafter amended as provided therein and in accordance with Illinois law.

(c) On the Effective Time, the directors and officers of CPV shall be the directors and officers of the surviving corporation until their successors are duly elected and qualified in accordance with the By-laws and Illinois law.

6. Approval. This Agreement and Plan of Merger has been approved by all of the shareholders and directors of Interlease, Bakery, Dickens, CPV and CI. The shareholder of Interlease, Bakery, Dickens and CPV waive the 30-day period required by Section 11.30 of the Illinois Business Corporation Act of 1983.

7. Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by the written consent of the parties hereto.

8. Governing Law. This Agreement is governed by Illinois law.

9. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings or agreements, written or oral, that relate to the subject hereof.

10. Non-assignability; Amendment. This Agreement may not be assignable by any of the parties hereto and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by the parties hereto.

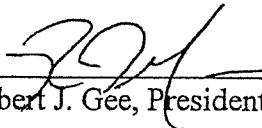
11. Counterparts; Facsimile. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute one and the same Agreement. Signature pages exchanged by facsimile will be fully binding.

12. Post-Effective Time Cooperation. After the Effective Time the parties will cooperate from time to time to execute and deliver instruments and documents of further assurance and to do any acts reasonably necessary to cause the Merger to be effective and to carry out the transactions contemplated hereby.

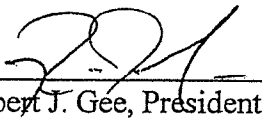
[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.


CLOVERHILL PASTRY-VEND CORPORATION

By: 
Robert J. Gee, President


INTERLEASE OF ILLINOIS, INC.

By: 
Robert J. Gee, President

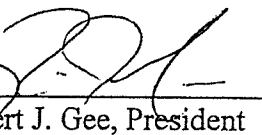
CLOVERHILL BAKERY, INC.

By: 
Robert J. Gee, President

DICKENS PROPERTY CORPORATION

By: 
Robert J. Gee, President

CLOVERHILL INDUSTRIES, INC.

By: 
Robert J. Gee, President