

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/14/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northwest Natural Products, Inc.		12/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Northwest Natural Products, Inc.
Street Address:	6350 NE Campus Drive
City:	Vancouver
State/Country:	WASHINGTON
Postal Code:	98661
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2313321	L'IL CRITTERS GUMMY VITES
Registration Number:	2741946	VITA WORMS
Registration Number:	2804900	L'IL CRITTERS
Registration Number:	3020688	DETOX7
Registration Number:	3056538	SODA VITES
Registration Number:	3068245	NORTHWEST NATURAL PRODUCTS
Registration Number:	3145432	PEDIA ESSENTIALS
Registration Number:	3145627	DROP ZONE
Registration Number:	3158812	GROOVY GUMMY VITES
Registration Number:	3158813	GROOVY CALCIUM GUMMY BEARS
Registration Number:	3212155	NO BUTTS
Registration Number:	3214414	VITA BEANS
Registration Number:	3218122	ACCUFLORA

OP \$915.00 2313321

Registration Number:	3243495	MALTY VITES
Registration Number:	3250042	GUMMYCEUTICALS
Registration Number:	3257777	AIR IMMUNE BLAST
Registration Number:	3290113	BECAUSE LIFE SHOULD BE A BLAST
Registration Number:	3296820	L'IL CRITTERS FRUIT & VEGGIE BEARS
Registration Number:	3328490	GUMMY VITES
Registration Number:	3333867	THE GOOD STUFF FROM YOGURT
Registration Number:	3338298	KIDS LOVE 'EM. PARENTS TRUST THEM.
Registration Number:	3501033	L'IL CRITTERS
Registration Number:	3502327	VITAMIN D-LICIOUS
Registration Number:	3505913	VITAFUSION
Registration Number:	3742301	VITAFUSION
Registration Number:	3823391	IMMUNE C
Registration Number:	3894949	ENJOY YOUR FIBER
Registration Number:	3993237	VITAFUSION HEARTONE
Registration Number:	3993238	VITAFUSION POWER C
Registration Number:	3993376	VITAFUSION FIBER GUMMIES
Serial Number:	77772154	TOOTH BEARIES
Serial Number:	77854942	CARDIO VITE
Serial Number:	85294348	GUMMYLICIOUS
Serial Number:	85337447	ESPRESSO VITES
Serial Number:	85462929	CRAZY SMART
Serial Number:	85475683	FIBER WELL

CORRESPONDENCE DATA

Fax Number: (503)972-3873
Phone: 503-221-1440
Email: lisa.gabel@tonkon.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Tonkon Torp LLP
Address Line 1: 888 SW Fifth Avenue
Address Line 2: 1600 Pioneer Tower
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: MERGER NORTHWEST NATURAL

NAME OF SUBMITTER: Christopher D. Erickson

Signature:

TRADEMARK
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/Christopher D. Erickson/

Date:

01/19/2012

Total Attachments: 10

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UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

NORTHWEST NATURAL PRODUCTS WASHINGTON, INC.
Changing name to NORTHWEST NATURAL PRODUCTS, INC.

WA Profit Corporation
UBI: 603-162-634
Filing Date: December 14, 2011

Merging Entities:

602-315-898 NORTHWEST NATURAL PRODUCTS, INC.



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

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FILED
SECRETARY OF STATE

DEC 14 2011

STATE OF WASHINGTON

STATE OF WASHINGTON
ARTICLES OF MERGER

NORTHWEST NATURAL PRODUCTS, INC., A DELAWARE CORPORATION
WITH AND INTO
NORTHWEST NATURAL PRODUCTS WASHINGTON, INC., A WASHINGTON
CORPORATION

Pursuant to the provisions of Sections 23B.11.050 of the Revised Code of Washington ("RCW"), the undersigned corporation files the following Articles of Merger:

1. The name and state of incorporation of each business entity which is to merge (the "Merger") is:

<u>Name</u>	<u>State of Incorporation</u>
Northwest Natural Products Washington, Inc.	Washington
Northwest Natural Products, Inc.	Delaware

2. The Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A and provides for the merger of Northwest Natural Products, Inc., a Delaware corporation ("NNP Delaware"), with and into Northwest Natural Products Washington, Inc., a Washington corporation ("NNP Washington").

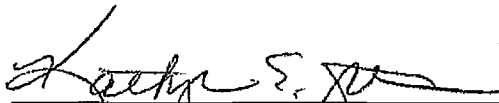
3. The stockholders of NNP Delaware duly approved the Plan of Merger by written consent on December 13, 2011 pursuant to RCW 23B.11.030 and the applicable Delaware laws governing the Merger. The sole shareholder of NNP Washington duly approved the Plan of Merger by written consent on December 13, 2011 pursuant to RCW 23B.11.030.

4. NNP Washington shall be the surviving corporation in the Merger.

5. Pursuant to the Plan of Merger, the Articles of Incorporation of NNP Washington shall automatically be amended upon completion of the Merger to change its name to Northwest Natural Products, Inc.

Dated: December 14, 2011.

NORTHWEST NATURAL PRODUCTS
WASHINGTON, INC.



Kathryn E. Jones, President

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

[Attached]

032813/00024/3238402v2

AGREEMENT AND PLAN OF MERGER

DATE: December 14, 2011

BETWEEN: NORTHWEST NATURAL PRODUCTS WASHINGTON, INC., a Washington corporation ("NNP Washington")

AND: NORTHWEST NATURAL PRODUCTS, INC., a Delaware corporation ("NNP Delaware")

RECITALS

A. The Board of Directors and shareholders of NNP Washington and the Board of Directors and stockholders of NNP Delaware have determined that it is in the best interests of each entity and its shareholders to merge NNP Delaware with and into NNP Washington pursuant to this Agreement and Plan of Merger (this "Merger Agreement").

B. The parties intend that NNP Washington shall be the surviving corporation in the Merger (as defined below) and that the Merger shall constitute a tax-free reorganization under Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

AGREEMENT

The parties agree as follows:

1. **Merger of NNP Delaware with and into NNP Washington.** At the Effective Time (as defined in Section 1.3 below):

1.1 **Merger.** NNP Delaware shall merge with and into NNP Washington (the "Merger"), and NNP Washington shall survive as a corporation operating under the name "Northwest Natural Products Inc." (the "Surviving Corporation"), organized under and governed by the laws of the State of Washington. The separate existence of NNP Delaware shall cease.

1.2 **Effect of the Merger.**

(a) The effect of the Merger shall be as provided under the applicable provisions of the Washington Business Corporation Act (the "Washington Act") and the Delaware General Corporation Law (the "Delaware Act").

(b) Without limiting the generality of Section 1.2(a): (1) all of the property, rights, privileges, powers, franchises, patents, trademarks, trade names, licenses, registrations and other assets, tangible and intangible, of NNP Delaware shall be transferred to, vested in, devolve upon and become part of the assets of the Surviving Corporation, without further act or deed, and (2) the Surviving Corporation shall assume and be liable for all of the liabilities and obligations of NNP Delaware.

1.3 **Effective Time.** The Merger shall become effective upon the filing of Articles of Merger with the Secretary of State of the State of Washington in accordance with the applicable

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provisions of the Washington Act and a Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the Delaware Act (the "Effective Time").

2. Articles of Incorporation; Bylaws; Directors and Officers. From and after the Effective Time:

2.1 Articles of Incorporation. The Articles of Incorporation of NNP Washington shall be the Articles of Incorporation of the Surviving Corporation until they are duly amended. At the Effective Time, such Articles of Incorporation shall be automatically amended to change the name of the Surviving Corporation to "Northwest Natural Products, Inc."

2.2 Bylaws. The Bylaws of NNP Washington shall be the Bylaws of the Surviving Corporation until they are duly amended.

2.3 Directors and Officers.

(a) Those persons who are directors of NNP Washington shall continue as directors of the Surviving Corporation through the expiration of their terms or until their earlier death, resignation or removal.

(b) Those persons who are officers of NNP Washington shall continue as officers of the Surviving Corporation, to serve at the pleasure of the Board of Directors of the Surviving Corporation or until their earlier death, resignation or removal.

3. Cancellation and Continuation of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

3.1 Cancellation of Shares of NNP Delaware. All issued and outstanding shares of Common Stock, par value \$0.01, of NNP Delaware shall be cancelled without any conversion thereof. The holders of certificates or rights formerly evidencing the equity interests in NNP Delaware shall cease to have any rights as equity owners of NNP Delaware, except as may otherwise be provided by law, and the transfer books of NNP Delaware shall be closed and no transfer of equity interests shall thereafter be made.

3.2 Continuation of Shares of NNP Washington. All issued and outstanding shares of Common Stock, par value \$0.01, of NNP Washington shall remain issued and outstanding and shall be deemed to be fully paid and non-assessable shares of Common Stock of the Surviving Corporation, without the issuance of new stock or stock certificates.

4. General Provisions.

4.1 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of NNP Delaware such deeds and other instruments, and there shall be taken or caused to be taken by NNP Delaware such further and other action, as shall be appropriate or necessary to vest or perfect, or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of NNP Delaware, and otherwise to carry out the purposes of this Merger

Agreement. From and after the Effective Time, the officers of the Surviving Corporation shall be authorized, in the name and on behalf of NNP Delaware, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 **Tax Consequences.** The Merger is intended to qualify as a tax-free reorganization within the meaning of Section 368 of the Code. This Merger Agreement shall constitute a "plan of reorganization" for purposes of Section 368 of the Code.

4.3 **Amendment.** At any time before the Effective Time, this Merger Agreement may be amended in any manner (except that Sections 3.1 and 3.2 and any of the other principal terms hereof may not be amended without the approval of the stockholders of NNP Delaware) as may be determined in the judgment of the respective Boards of Directors of NNP Delaware and NNP Washington to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement.

4.4 **Abandonment.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either NNP Delaware or NNP Washington or both, notwithstanding the approval of this Merger Agreement by the stockholders of NNP Delaware and the shareholders of NNP Washington.

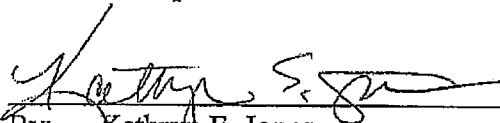
4.5 **Governing Law.** The terms and conditions of this Merger Agreement will be construed and enforced in accordance with the substantive laws of the State of Washington, without regard to the conflict of laws provisions thereof.

4.6 **Counterparts; Delivery.** This Merger Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Merger Agreement may be delivered electronically or by facsimile and, upon such delivery, each electronic or facsimile shall be deemed an original.

[Signature page follows]

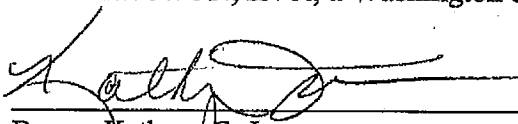
IN WITNESS WHEREOF, the parties have caused this Merger Agreement to be executed in their corporate names by their respective authorized officers.

NORTHWEST NATURAL PRODUCTS, INC., a
Delaware corporation



By: Kathryn E. Jones
Title: President

**NORTHWEST NATURAL PRODUCTS
WASHINGTON, INC.,** a Washington corporation



By: Kathryn E. Jones
Title: President

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[Signature page to NNP Merger Agreement]

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Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:


"NORTHWEST NATURAL PRODUCTS, INC.", A DELAWARE CORPORATION, WITH AND INTO "NORTHWEST NATURAL PRODUCTS WASHINGTON, INC." UNDER THE NAME OF "NORTHWEST NATURAL PRODUCTS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTEENTH DAY OF DECEMBER, A.D. 2011, AT 5:28 O'CLOCK P.M.

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

5080295 8100M

111293882




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9229593

DATE: 12-14-11

You may verify this certificate online
at corp.delaware.gov/authver.shtml

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**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION AND
FOREIGN CORPORATION**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law (the "DGCL"), the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation (the "Surviving Corporation") is Northwest Natural Products Washington, Inc., a Washington corporation, and the name of the corporation to be merged into the Surviving Corporation (the "Merging Corporation") is Northwest Natural Products, Inc., a Delaware corporation.

SECOND: An Agreement and Plan of Merger (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by the shareholders of the Surviving Corporation and the stockholders of the Merging Corporation in accordance with Title 8, Section 252 of the DGCL.

THIRD: The name of the Surviving Corporation is Northwest Natural Products Washington, Inc., a Washington corporation.

FOURTH: The Articles of Incorporation of Northwest Natural Products Washington, Inc. will be the Articles of Incorporation of the Surviving Corporation, except that Article 1 will be amended to read as follows:

"ARTICLE 1

The name of the corporation is Northwest Natural Products, Inc."

FIFTH: The merger is to become effective upon the filing of this Certificate of Merger with the Delaware Secretary of State and upon the filing of Articles of Merger with the Washington Secretary of State.

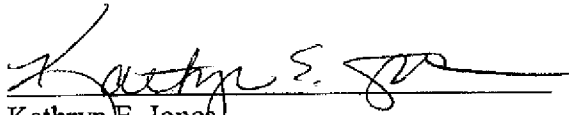
SIXTH: The Merger Agreement is on file at 6350 NE Campus Drive, Vancouver, Washington 98661, the place of business of the Surviving Corporation.

SEVENTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation on request, without cost, to any shareholder of the Surviving Corporation or stockholder of the Merging Corporation.

EIGHTH: The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of the Surviving Corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 6350 NE Campus Drive, Vancouver, Washington 98661.

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by an authorized officer on December 14, 2011.

NORTHWEST NATURAL PRODUCTS
WASHINGTON, INC. (which will change its name
to Northwest Natural Products, Inc. upon
completion of the merger)



Kathryn E. Jones
President

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