

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------|--------------------------------|----------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 01/31/2011 | | |
| CONVEYING PARTY DATA | | | |
| | Name | Formerly | Execution Date |
| | Old London Foods, Inc. | | 01/31/2011 |
| | | | Entity Type |
| | | | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Quality Baking Company, Inc. | | |
| Street Address: | One Westbrook Corporate Center | | |
| City: | Westchester | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60154 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 11 | | | |
| | Property Type | Number | Word Mark |
| | Registration Number: | 0920822 | DEVONSHEER |
| | Registration Number: | 2300123 | DEVONSHEER |
| | Registration Number: | 1497300 | FLATS |
| | Serial Number: | 77617793 | FRUITFUL CRISPS |
| | Registration Number: | 1597681 | JJFLATS |
| | Registration Number: | 0566424 | MELBA ROUNDS |
| | Registration Number: | 0720082 | OLD LONDON |
| | Registration Number: | 2024973 | OLD LONDON |
| | Registration Number: | 2524814 | OLD LONDON |
| | Registration Number: | 1300833 | TOASTETTES |
| | Registration Number: | 0937699 | WAFFIES |
| CORRESPONDENCE DATA | | | |

Fax Number: (212)521-5450
Phone: 1.212.521.5400
Email: gshatan@reedsmith.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Gregory S. Shatan
Address Line 1: 599 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | OLD LONDON FOODS MERGER |
| NAME OF SUBMITTER: | Gregory S. Shatan |
| Signature: | /Gregory S. Shatan/ |
| Date: | 01/23/2012 |

Total Attachments: 12

source=Old London Foods Merger#page1.tif
source=Old London Foods Merger#page2.tif
source=Old London Foods Merger#page3.tif
source=Old London Foods Merger#page4.tif
source=Old London Foods Merger#page5.tif
source=Old London Foods Merger#page6.tif
source=Old London Foods Merger#page7.tif
source=Old London Foods Merger#page8.tif
source=Old London Foods Merger#page9.tif
source=Old London Foods Merger#page10.tif
source=Old London Foods Merger#page11.tif
source=Old London Foods Merger#page12.tif

Delaware

PAGE 1

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 OWNERSHIP, WHICH MERGES:

"OLD LONDON FOODS INC.", A DELAWARE CORPORATION,
WITH AND INTO "QUALITY BAKING COMPANY, INC." UNDER THE NAME OF "QUALITY BAKING COMPANY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF JANUARY, A.D. 2011, AT 5:23 O'CLOCK P.M.

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

2748876 8100M

110099482

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8546931

DATE: 02-08-11

TRADEMARK
REEL: 004703 FRAME: 0044

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

OLD LONDON FOODS INC.
(a Delaware corporation)

INTO

QUALITY BAKING COMPANY, INC.
(a Delaware corporation)

Pursuant to Section 253 of the General Corporation Law of the State of Delaware (the "DGCL"), it is hereby certified that:

1. Quality Baking Company ("QBC") is a corporation incorporated in Delaware on May 28, 1997, pursuant to the provisions of the DGCL.
2. That QBC owns 100% of the capital stock of Old London Foods Inc. ("OLF"), a corporation incorporated in Delaware on May 28, 1997, pursuant to the provisions of the DGCL.
3. On January 31, 2011, the Board of Directors of QBC, acting by written consent, duly adopted resolutions, attached hereto as Exhibit A, approving the merger of OLF into QBC (the "Merger") on the conditions set forth in such resolutions.
4. This Certificate of Ownership and Merger shall be filed with the Secretary of State of Delaware.
5. The effective date of the Merger shall be January 31, 2011.

[Signature Page Follows]

IN WITNESS WHEREOF, said Corporation has caused this Certificate to be signed by an authorized officer this 31st day of January 2011.

QUALITY BAKING COMPANY, INC.

By: /s/ Rodney Liddle

Name: Rodney Liddle

Title: Chief Financial Officer

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS AND SOLE SHAREHOLDER OF
QUALITY BAKING COMPANY, INC.**

The undersigned, being the sole stockholder (the “**Stockholder**”) and all of the members of the Board of Directors (the “**Board**”) of Quality Baking Company, Inc., a Delaware corporation (the “**Corporation**”), hereby waive the holding of a meeting and notice thereof, and, hereby consent to and adopt the following resolutions pursuant to Sections 228(a) and 141(f) of the General Corporation Law of the State of Delaware, as amended, effective as of January 31, 2011:

I. AGREEMENT AND PLAN OF MERGER

WHEREAS, the Board and the Stockholder of the Corporation have determined that it is advisable and in the best interests of the Corporation for its wholly owned subsidiary Old London Foods, Inc., a Delaware corporation (“**OLF**”) to merge with and into it pursuant to Section 253 of the DGCL, with the Corporation being the surviving entity (the “**Merger**”).

NOW, THEREFORE, BE IT RESOLVED, that OLF be merged with and into the Corporation with the Corporation to survive the Merger, pursuant to the terms and conditions set forth in the Plan of Merger, attached hereto as Exhibit “A” (the “**Plan of Merger**”), subject to the approval of the Plan of Merger by the board of directors of OLF.

II. GENERAL AUTHORITY

FURTHER RESOLVED, that in connection with the Merger, any officer of the Corporation (each a “**Designated Person**”) hereby is authorized and directed to execute and deliver the Plan of Merger in substantially the form attached hereto as Exhibit “A”, together with such changes, additions and omissions thereto as such Designated Person shall approve, such approval to be conclusively evidenced by such Designated Person’s execution and delivery of the Plan of Merger and such changes, additions and omissions are hereby further authorized and approved;

FURTHER RESOLVED, that in connection with the Merger, any Designated Person hereby is authorized and directed to execute and deliver on behalf of the Corporation any and all documents he or she deems necessary or advisable to consummate and effect the Merger, including, without limitation, the delivery and filing of the Plan of Merger with the Secretary of State of the State of Delaware and any certificates, or other documents relevant or necessary to effect the Merger as the Designated Person deems necessary or advisable, and to do all such other acts and things to consummate and effect the Merger;

US_ACTIVE-104839012.1-323525-00000

**TRADEMARK
REEL: 004703 FRAME: 0047**

FURTHER RESOLVED, that the Designated Person of the Corporation be, and hereby is, authorized, empowered and directed to take such other action as may be necessary or advisable to carry out the intent and purposes expressed in the foregoing resolutions;

FURTHER RESOLVED, that any and all actions heretofore taken by any Designated Person of the Corporation within the terms of any of the foregoing resolutions are hereby ratified and confirmed as the act and deed of the Corporation;


FURTHER RESOLVED, that this written consent, as executed by the undersigned, may be transmitted by facsimile machine and shall be treated in all manner and respects as an original document and an original signature; and

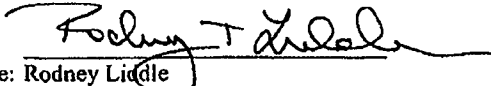
FURTHER RESOLVED, that this written consent may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same informal action.

[Remainder of page intentionally left blank; signature page to follow]


IN WITNESS WHEREOF, the undersigned have caused this consent to be executed as of the date first written above.


Chipita America, Inc.

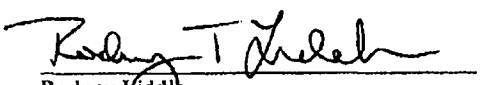
By: 
Name: Georgios Chalkias
Its: President

By: 
Name: Rodney Liddle
Title: Chief Financial Officer


Being the Sole Stockholder of the Corporation


Georgios Chalkias


Artemi Ntousia


Rodney Liddle


Peter Hetrick


Maria Georgalou

Being all of the Directors of the Corporation

[Joint Stockholder and Board Consent of QBC - Approve Merger]

Exhibit A

Plan of Merger

(See Attached)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Agreement**”) is made and entered into as of January 31, 2011, by and between Quality Baking Company, Inc., a Delaware corporation (f/k/a Old London Holdings, Inc.) (“**QBC**”) and Old London Foods, Inc., a Delaware corporation (the “**OLF**”).

Recitals

WHEREAS, QBC believes that it will be in its best interest and desires that its wholly-owned subsidiary OLF be merged with and into it pursuant to Section 253 of the Delaware General Corporation Law (the “**DGCL**”), with QBC being the surviving entity, upon the terms and conditions set forth herein;

WHEREAS, OLF believes that it will be in its best interest and desires that that it be merged with and into its parent corporation and sole stockholder QBC pursuant to Section 253 of the DGCL, with QBC being the surviving entity, upon the terms and conditions set forth herein;

WHEREAS, the board of directors and stockholders of QBC have adopted resolutions approving this Agreement in accordance with the DGCL; and

WHEREAS, the board of directors and the sole stockholder of OLF have adopted resolutions approving this Agreement in accordance with the DGCL.

Agreement

NOW THEREFORE, for and in consideration of the forgoing Recitals and the terms and conditions contained herein, the parties hereto agree as follows:

1. **The Surviving Entity**. Upon the terms and conditions hereinafter set forth, on the Effective Date (as defined below) OLF shall be merged with and into QBC (the “**Merger**”) and QBC shall be the surviving entity (hereinafter the “**Surviving Entity**”) and shall continue its existence under the laws of the State of Delaware. At the Effective Date, the separate existence of OLF shall cease (hereinafter the “**Terminating Entity**”).

2. **Effective Date**. The Merger shall be effective upon filing of this Agreement with the Secretary of State. The date and time when the Merger shall become effective is herein referred to as the “**Effective Date**.”

3. **Treatment of Outstanding Shares of Terminating Entity**. As of the Effective Date, by virtue of the Merger and without any further action on the part of the Surviving Entity or the Terminating Entity, all issued and outstanding shares of the Terminating Entity, owned solely by the Surviving Entity, shall automatically be canceled and cease to exist, and no consideration shall be given in exchange therefor.

4. **Transfer of Tangible and Intangible Property Interests upon the Effective Date**. Immediately upon the Effective Date, without limiting the force and effect of any

applicable provisions of the DGCL, with respect to the legal effect of the Merger, all the real and personal property rights and interests, privileges, franchises, patents, trade secrets, confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Terminating Entity, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon the Surviving Entity without further act or deed; and all property, rights and every other interest of the Surviving Entity and of the Terminating Entity shall be as effectively the property of the Surviving Entity as they theretofore were of the Surviving Entity and the Terminating Entity, respectively. The Terminating Entity hereby agrees from time to time as and when requested by the Surviving Entity or by its successors and assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Entity may deem necessary or desirable in order to vest in, and confirm to, the Surviving Entity, title to and possession of any and all property of the Terminating Entity acquired or to be acquired by reason or as a result of the Merger and otherwise to carry out all of the intents and purposes hereof.

5. **Assumption of Contracts.** Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the DGCL, with respect to the legal effect of the Merger, all of the contracts and agreements to which the Terminating Entity is a party shall be automatically assumed by the Surviving Entity. Without limiting the generality of the prior sentence, the Surviving Entity shall be bound by, and hereby agrees to honor, the terms and conditions to which the Terminating Company is subject.

6. **Certificate of Incorporation.** The Certificate of Incorporation of QBC as in effect on the Effective Date, from and after the Effective Date and until further amended as provided by applicable law, shall be, and may be separately certified as, the Certificate of Incorporation of the Surviving Entity.

7. **Entire Agreement.** This Agreement constitutes the entire agreement by and between the parties hereto with respect to the matters herein contemplated. This Agreement supersedes all previous agreements, negotiations and commitments in respect thereto. This Agreement shall not be changed or modified in any manner, except by mutual consent in a writing of subsequent date signed by the duly authorized representatives of each party hereto at any time prior to the date of filing.

8. **Further Assurances.** Following the receipt of all required approvals of this Agreement by the parties, each of the parties hereto shall immediately execute and deliver to the other party hereto and file with appropriate governmental authorities such instruments as may be reasonably required in connection with the consummation of the Merger contemplated hereby.

9. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors in interest.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement and as executed by any of the undersigned, may be transmitted by facsimile machine or electronic portable document format and shall be treated in all manners and respects

as an original document and an original signature.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, as of the day and year first written above.

SURVIVING ENTITY:

Quality Baking Company, Inc.

By: _____
Name: Georgios Chalkias
Its: President

By: _____
Name: Rodney Liddle
Its: Chief Financial Officer

TERMINATING ENTITY:

Old London Foods, Inc.

By: _____
Name: Georgios Chalkias
Its: President

By: _____
Name: Rodney Liddle
Its: Chief Financial Officer

OLD LONDON TRADEMARKS NOW OWNED BY CHIPITA AMERICA

(Old London Foods, Inc., a Delaware corporation, merged with and into Quality Baking Company, Inc., a Delaware corporation on January 31, 2011; Quality Baking Company, Inc. merged with and into Chipita America, Inc., a Florida corporation on February 3, 2011)

| Country | Mark | App Date | App No. | Reg Date | Reg No. | Status |
|----------------|--------------------------------|-----------------|----------------|-----------------|----------------|---------------|
| Canada | DEVONSHEER | 2/20/2009 | 1428542 | 12/21/2010 | 785615 | Registered |
| Canada | DEVONSHEER & DESIGN (in color) | 2/20/2009 | 1428545 | 12/21/2010 | 785614 | Registered |
| Canada | JJ FLATS & DESIGN (IN COLOR) | 12/19/2008 | 1422490 | | | Pending |
| Canada | TOASTETTES | 2/8/1990 | 0650334 | 10/25/1991 | 389533 | Registered |
| Canada | WAFFIES | 1/14/1963 | 0273429 | 7/12/1963 | 131785 | Registered |
| U.S. | DEVONSHEER | 8/24/1970 | 72/386861 | 9/21/1971 | 920822 | Registered |
| U.S. | DEVONSHEER & DESIGN | 2/5/1999 | 75/634230 | 12/14/1999 | 2300123 | Registered |
| U.S. | FLATS | 2/28/1985 | 73/524474 | 7/19/1988 | 1497300 | Registered |
| U.S. | FRUITFUL CRISPS | 11/19/2008 | 77/617793 | | | Pending |
| U.S. | JJ FLATS (stylized) | 7/24/1989 | 73/814283 | 5/22/1990 | 1597681 | Registered |
| U.S. | MELBA ROUNDS (stylized) | 11/29/1949 | 71/588494 | 11/4/1952 | 566424 | Registered |
| U.S. | OLD LONDON & DESIGN 1 | 5/31/1960 | 72/098126 | 8/15/1961 | 720082 | Registered |
| U.S. | OLD LONDON & DESIGN 2 | 5/15/1995 | 74/676277 | 12/24/1996 | 2024973 | Registered |
| U.S. | OLD LONDON & DESIGN 2 | 11/22/2000 | 76/170526 | 1/1/2002 | 2524814 | Registered |
| U.S. | TOASTETTES | 2/18/1983 | 73/414010 | 10/16/1984 | 1300833 | Registered |
| U.S. | WAFFIES | 2/8/1971 | 72/383166 | 7/11/1972 | 937699 | Registered |