

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2011		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	SOH IP Company, Inc.		12/15/2011
			Entity Type
			CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Lance Mfg. LLC		
Street Address:	13024 Ballantyne Corp. Pl., Ste. 900		
Internal Address:	Attn: Legal Dept.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Serial Number:	77291190	THAT'S WHAT IT'S ALL ABOUT
	Serial Number:	77274198	ZESTIDOS
	Serial Number:	77274297	YOU CAN'T STOP DIPPING 'EM!
CORRESPONDENCE DATA			
Fax Number:	(704)557-8197		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	704-557-8951		
Email:	tgraham@snyderslance.com		
Correspondent Name:	Thomas E. Graham		
Address Line 1:	13024 Ballantyne Corp. Pl., Ste. 900		
Address Line 2:	Attn: Legal Dept.		
Address Line 4:	Charlotte, NORTH CAROLINA 28277		

OP \$90.00 77291190

ATTORNEY DOCKET NUMBER:	JAY'S MARKS (X3) TO MFG.
NAME OF SUBMITTER:	Thomas E. Graham
Signature:	/Thomas E. Graham/
Date:	04/11/2012
<b>Total Attachments: 5</b> source=SOH IP to Lance Mfg. LLC (NC) Articles of Merger#page1.tif source=SOH IP to Lance Mfg. LLC (NC) Articles of Merger#page2.tif source=SOH IP to Lance Mfg. LLC (NC) Articles of Merger#page3.tif source=SOH IP to Lance Mfg. LLC (NC) Articles of Merger#page4.tif source=SOH IP to Lance Mfg. LLC (NC) Articles of Merger#page5.tif	

*State of North Carolina*  
*Department of the Secretary of State*

**ARTICLES OF MERGER**

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55A-11-09(d), 55A-11-04, 57C-9A-22(a), 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is Lance Mfg. LLC, a limited liability company organized under the laws of the state of North Carolina.
2. The address of the surviving entity is: 13024 Ballantyne Corporate Place, Suite 900, Charlotte, North Carolina 28277.
3. The name of the merged entity is SOH IP Company, Inc., a corporation organized under the laws of the state of Arizona.
4. If the surviving business entity is a domestic business entity, the text of each amendment, if any, to the Articles of Organization within the Plan of Merger is attached.
5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.
6. These articles will be effective at 11:33 p.m. Eastern Time on December 31, 2011.

This the 15<sup>th</sup> day of December, 2011.

**LANCE MFG. LLC**

By: \_\_\_\_\_

Name: Margaret E. Wicklund  
Title: Vice President, Controller and  
Secretary

Authorized to sign in accordance with 57C3-24

1. Filing fee is \$50 for For-profit entities.
2. Filing fee is \$25 for Non-profit entities.
3. This document must be filed with the Secretary of State. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

*(Revised September 2005)*

*(Form BE-15)*

CORPORATIONS DIVISION  
NC 27626-0622

P. O. BOX 29622

RALEIGH,

**AGREEMENT AND PLAN OF MERGER**  
**OF**  
**SOH IP COMPANY, INC.**  
**(An Arizona corporation)**  
**WITH AND INTO**  
**LANCE MFG. LLC**  
**(A North Carolina limited liability company)**

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made and entered into as of the 15<sup>th</sup> day of December, 2011, pursuant to Section 57C-9A-20 of the North Carolina Limited Liability Company Act, and Section 10-1108 of the Arizona Business Corporation Act, by and between **SOH IP COMPANY, INC.**, an Arizona corporation, and **LANCE MFG. LLC**, a North Carolina limited liability company.

**STATEMENT OF PURPOSE**

This Agreement sets forth the particulars of the merger of SOH IP Company, Inc. (the "**Merging Entity**") with and into Lance Mfg. LLC (the "**Surviving Entity**").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby set forth the terms and conditions of said merger, and manner of effecting the same, as follows:

**ARTICLE I**  
**CONSTITUENT ENTITIES**

Section 1.1 **Merging Entity.** The Merging Entity and the Surviving Entity are the entities to be merged pursuant to this Agreement (the "**Merger**") and are referred to together herein as the "**Constituent Entities**" and sometimes individually as a "**Constituent Entity.**"

Section 1.2 **Name of Surviving Entity.** Following the Merger, the Surviving Entity will retain the name "Lance Mfg. LLC."

**ARTICLE II**  
**TERMS AND CONDITIONS OF THE MERGER**

Section 2.1 **Merger and Effect.** The Merging Entity shall be merged with and into the Surviving Entity, effective as provided in Section 2.2 below. The Surviving Entity shall continue to be governed by the laws of the State of North Carolina, and the separate existence of the Merging Entity shall thereby cease. Each Merger shall be pursuant to, and have the effects provided by, the applicable provisions of the North Carolina Limited Liability Company Act and the Arizona Business Corporation Act.

Section 2.2 **Effective Time**. The Merger shall become effective as of December 31, 2011 at 11:33 p.m. Eastern Time (such time and date being referred to herein as the "Effective Time").

Section 2.3 **Rights of Constituent Entities**. From and after the Effective Time, 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 the Constituent Entities. All property (real, personal and mixed), all debts due on whatever account (and all other choses in action) and all and every other interest (of or belonging to or due to each of the Constituent Entities) shall be taken and deemed to be transferred to and vested in the Surviving Entity, without further act or deed. Title to any real estate (or any interest therein) vested in each of the Constituent Entities shall not revert to or be in any way impaired by reason of the Merger.

Section 2.4 **Debts and Liabilities of Merging Entity**. From and after the Effective Time, the Surviving Entity shall thenceforth be responsible and liable for all debts, liabilities, obligations, duties and penalties of each of the Constituent Entities, and the same shall thenceforth attach to the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities, obligations, duties and penalties had been incurred or contracted by the Surviving Entity. No liability or obligation due at the Effective Time (or then to become due), nor any claim or demand for any cause then existing against either of the Constituent Entities (or any stockholder, member, director, manager or officer thereof) shall be released or impaired by the Merger. All rights of creditors and all liens upon property of either of the Constituent Entities shall be preserved unimpaired. Any existing claim and any action or proceeding (civil or criminal) pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place, with the Surviving Entity being substituted in place of the Merging Entity and any judgment rendered against either of the Constituent Entities being enforceable against the Surviving Entity.

### ARTICLE III

#### ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

Section 3.1 **Articles of Organization of Surviving Entity**. At the Effective Time, the Articles of Organization of the Surviving Entity shall continue to be the Articles of Organization of the Surviving Entity, and no change to such Articles of Organization shall be effected by the Merger.

Section 3.2 **Operating Agreement of Surviving Entity**. At the Effective Time, the Operating Agreement of the Surviving Entity (the "Operating Agreement") shall continue to be the Operating Agreement of the Surviving Entity, and no change to such Operating Agreement shall be effected by the Merger. After the Effective Time, the Operating Agreement may be amended and modified, from time to time, in accordance with their terms and applicable law.

Section 3.3 **Directors and Officers of Surviving Entity**. At the Effective Time, the directors and officers of the Surviving Entity (the "Management") shall continue to be the directors and officers of the Surviving Entity, and no change to the Management shall be effected

by the Merger. After the Effective Time, the Management may be restructured and modified, from time to time, in accordance with the Operating Agreement.

**ARTICLE IV  
MANNER AND BASIS OF CONVERTING OWNERSHIP INTERESTS**

Section 4.1 **Capital Stock of Merging Entity.** At the Effective Time, by virtue of the Merger, the capital stock of the Merging Entity, issued and outstanding immediately prior to the Effective Time, shall be deemed cancelled and shall not be converted into any interest of the Surviving Entity.

Section 4.2 **Membership Interests of Surviving Entity.** At the Effective Time, the outstanding membership interests of the Surviving Entity immediately prior to the Effective Time (i) shall not be converted, exchanged or altered in any manner as a result of the Merger and (ii) shall remain the only outstanding membership interests of the Surviving Entity.

Section 4.3 **No Additional Security Issuance.** No cash, shares, securities, interests, certificates or obligations will be distributed or issued as the result of the Merger.

**ARTICLE V  
TERMINATION OF AGREEMENT OF MERGER**

Section 5.1 **Termination Procedure.** This Agreement may be terminated by the action of either Constituent Entity at any time prior to the Effective Time.

**ARTICLE VI  
MISCELLANEOUS**


Section 6.1 **Binding Effect, Construction, Etc.** This Agreement (i) shall be binding upon and shall inure to the benefit of the Constituent Entities and their respective successors and assigns, (ii) shall be construed, interpreted, enforced and governed by and under the laws of the States of North Carolina and Arizona, as applicable, and (iii) contains the final, complete and exclusive statement of the agreement between the Constituent Entities with respect to the subject matter hereof, all prior or contemporaneous oral or written statements, representations or agreements by or between the Constituent Entities with respect to the subject matter hereof being merged herein. Each Constituent Entity, upon the request of the other Constituent Entity, agrees to perform all further acts (and execute, acknowledge or deliver any instruments or documents) as may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement. This Agreement may not be changed or modified orally but only by an instrument in writing signed by duly authorized representatives of the Constituent Entities (which states that it is an amendment to this Agreement). This Agreement may be executed in any number of counterparts, all of which constitute one and the same instrument.

[Signatures follow on next page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives, as of the 15<sup>th</sup> day of December, 2011.


**“Surviving Entity”**

**LANCE MFG. LLC**

By:   
Name: Margaret E. Wicklund  
Title: Vice President, Controller and  
Secretary

**“Merging Entity”**

**SOH IP COMPANY, INC.**

By:   
Name: Margaret E. Wicklund  
Title: Vice President and Controller

[Plan of Merger – SOH IP Company into Lance Mfg. LLC]