

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/11/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burns & Ricker, Inc.		09/11/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Chipita America, Inc.
Street Address:	ONE WESTBROOK CORPORATE CENTER
Internal Address:	SUITE 640
City:	WESTCHESTER
State/Country:	ILLINOIS
Postal Code:	60154
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3518536	NEW YORK STYLE BRAND BAKERY
Registration Number:	3165358	NEW YORK STYLE BRAND BAKERY
Registration Number:	2584682	BURNS & RICKER CRISPINI
Registration Number:	2349093	PANETINI
Registration Number:	1684571	CRISPINI
Registration Number:	1562411	PITA CRISPS
Registration Number:	1456716	BURNS & RICKER
Registration Number:	1515619	NEW YORK STYLE
Registration Number:	1306252	BAGEL CRISPS

CORRESPONDENCE DATA

Fax Number: 2125215450

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

OP \$240.00 3518536

*via US Mail.*

Phone: 212-521-5400  
Email: mpikser@reedsmith.com  
Correspondent Name: Meredith D. Pikser  
Address Line 1: 599 Lexington Ave.  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	505402.20002
NAME OF SUBMITTER:	Meredith D. Pikser
Signature:	/Meredith D. Pikser/
Date:	09/14/2012

Total Attachments: 8  
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# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on September 11, 2012, for CHIPITA AMERICA, INC., the surviving Florida entity, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H12000224494. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this entity is P93000047167.

Authentication Code: 312A00022984-091212-P93000047167-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twelfth day of September, 2012



*Ken Detzner*  
Ken Detzner  
Secretary of State

TRADEMARK

REEL: 004862 FRAME: 0144



September 12, 2012

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

CHIPITA AMERICA, INC.  
ONE WESTBROOK CORPORATE CENTER  
SUITE 640  
WESTCHESTER, IL 60154

Re: Document Number P93000047167

The Articles of Merger were filed September 11, 2012, for CHIPITA AMERICA, INC., the surviving Florida entity.

The certification you requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H12000224494.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6050, the Amendment Filing Section.

Tina Roberts  
Regulatory Specialist II  
Division of Corporations

Letter Number: 312A00022984

P.O BOX 6327 - Tallahassee, Florida 32314

TRADEMARK  
REEL: 004862 FRAME: 0145

**ARTICLES OF MERGER**  
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Chipita America, Inc.	Florida	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Burns & Ricker, Inc.	Delaware	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)  
The Plan of Merger was adopted by the shareholders of the surviving corporation on September 11, 2012.

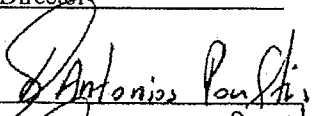
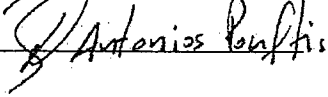
The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)  
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on September 11, 2012.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

*(Attach additional sheets if necessary)*

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
<u>Chipita America, Inc.</u>		<u>Antonios Pouftis, CFO</u>
<u>Burns &amp; Ricker, Inc.</u>		<u>Antonios Pouftis, CFO</u>
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## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this “**Agreement**”) is made and entered into as of September 11, 2012, by and between Chipita America, Inc., a Florida corporation (“**Chipita America**”), and Burns & Ricker, Inc., a Delaware corporation (“**B&R**”).

### Recitals

**WHEREAS**, Chipita America believes that it will be in its best interest and desires that its wholly-owned subsidiary B&R be merged with and into it, with Chipita America being the surviving entity, upon the terms and conditions set forth herein;

**WHEREAS**, B&R believes that it will be in its best interest and desires that that it be merged with and into its parent corporation and its sole stockholder Chipita America, with Chipita America being the surviving entity, upon the terms and conditions set forth herein;

**WHEREAS**, Section 607.1107 of the Florida Business Corporation Act (the “**FBCA**”) authorizes the merger of a Florida corporation with a business entity formed or organized under the laws of any other state of the United States;

**WHEREAS**, Section 252 of the Delaware General Corporation Law (the “**DGCL**”) authorizes the merger of a Delaware corporation with and into a corporation formed or organized under the laws of any other state of the United States;

**WHEREAS**, for federal income tax purposes, it is intended by Chipita America and B&R that the Merger (as defined below) shall qualify as a distribution in “complete liquidation” within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended (the “**Code**”) and that this Agreement shall constitute a “plan of liquidation” within the meaning of Section 332 of the Code and the Treasury regulations thereunder;

**WHEREAS**, the board of directors and the sole shareholder of Chipita America have adopted resolutions approving this Agreement in accordance with the FBCA; and

**WHEREAS**, the board of directors and the sole stockholder of B&R 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) B&R shall be merged with and into Chipita America (the “**Merger**”) and Chipita America shall be the surviving entity (hereinafter the “**Surviving Entity**”) and shall continue its existence under the laws of the State of Florida. At the Effective Date (as defined below), the separate existence of B&R shall cease (hereinafter the “**Terminating Entity**”).

2. **Effective Date.** The Merger shall be effective upon filing of this Agreement with the Secretary of State of the States of Florida and Delaware. 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 FBCA or 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 use reasonable efforts 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 FBCA or 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. **Articles of Incorporation.** The Articles of Incorporation of Chipita America 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.

11. **Plan of Liquidation.** For federal income tax purposes, this Agreement shall constitute a “plan of liquidation” within the meaning of Section 332 of the Code and the Treasury regulations thereunder.

*[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:**

**Chipita America, Inc**

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

Name: Georgios Chalkias

Its: President

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

Name: Antonios Pouftis

Its: Chief Financial Officer

**TERMINATING ENTITY:**

**Burns & Ricker, Inc.**

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

Name: Georgios Chalkias

Its: President

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

Name: Antonios Pouftis

Its: Chief Financial Officer

*Signature Page - Agreement and Plan of Merger*