

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2014		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Entity Type		
	Wing Hing Foods, LLC		01/01/2014
	LIMITED LIABILITY COMPANY: CALIFORNIA		
RECEIVING PARTY DATA			
Name:	Passport Food Group, LLC		
Street Address:	2539 East Philadelphia Street		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3627796	WING HING SHANGHAI WONTON CHIPS
	Registration Number:	2099067	WING HING
CORRESPONDENCE DATA			
Fax Number:	4158828220		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(415) 882-8200		
Email:	PLTrademarks@klgates.com		
Correspondent Name:	Christy V. LaPierre, K&L Gates LLP		
Address Line 1:	Four Embarcadero Center, Suite 1200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1858831.00002		
NAME OF SUBMITTER:	Christy V. LaPierre		

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Signature:	/christy v. lapierre/
Date:	01/16/2014
Total Attachments: 7 source=Merger Document for recording F#page1.tif source=Merger Document for recording F#page2.tif source=Merger Document for recording F#page3.tif source=Merger Document for recording F#page4.tif source=Merger Document for recording F#page5.tif source=Merger Document for recording F#page6.tif source=Merger Document for recording F#page7.tif	

ARTICLES OF MERGER

Merging

Wing Hing Foods, LLC, a California limited liability company

and

Golden Pheasant Foods, LLC, a Washington limited liability company

into

Passport Food Group, LLC, a California limited liability company

These Articles of Merger are executed pursuant to RCW Chapter 25.15.405 for the purpose of merging Wing Hing Foods, LLC, a California limited liability company and Golden Pheasant Foods, LLC, a Washington limited liability company with and into Passport Food Group, LLC, a California limited liability company.

1. The Agreement and Plan of Merger (the "**Plan of Merger**") is attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
2. The Plan of Merger was duly adopted and approved by the sole member of Golden Pheasant Foods, LLC pursuant to RCW 25.15.400 and the other applicable provisions of the Washington Limited Liability Company Act and by the sole member of each of Wing Hing Foods, LLC and Passport Food Group, LLC pursuant to the applicable provisions of the California Beverly-Killea Limited Liability Company Act.
3. These Articles of Merger, and the merger contemplated by the Plan of Merger, shall become effective as of 9:00 a.m. PDT on January 1, 2014.

Dated:

[Signature Page Follows]

TRADEMARK

REEL: 005195 FRAME: 0575

Passport Food Group, LLC
a California limited liability company

By: PFG Holdings, LLC,
Its Sole Member

By: 
David B. Abrams
Manager

[Signature Page to Passport Food Group, LLC Articles of Merger]

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REEL: 005195 FRAME: 0576

EXHIBIT A
PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated as of December 30, 2013, is made by and among Passport Food Group, LLC, a California limited liability company ("**Passport**"), Wing Hing Foods, LLC, a California limited liability company ("**Wing Hing**") and Golden Pheasant Foods, LLC, a Washington limited liability company ("**GPF**", and collectively with Passport and Wing Hing, the "**Parties**").

RECITALS

WHEREAS, Wing Hing and GPF are wholly owned subsidiaries of Passport;

WHEREAS, Passport wishes to update its organizational structure (the "**Reorganization**") to take advantage of commercial and corporate advantages;

WHEREAS, the sole member of Passport, the sole member of Wing Hing, and the sole member of GPF have each approved, and declared it advisable and in the best interest of each Party, to enter into this Agreement in connection with the Reorganization, to provide for the Merger of Wing Hing and GPF with and into Passport such that following the effectiveness of the Merger, Passport shall be the surviving entity subject to and in accordance with the laws of the State of California and the State of Washington.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual agreements and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. The Merger. At the Effective Time (as defined below), in accordance with this Agreement, the provisions of the Washington Limited Liability Company Act, as amended, and the California General Corporation Law, as amended, Wing Hing and GPF shall be merged with and into Passport, the separate corporate existence of Wing Hing and GPF shall cease, and Passport shall continue as the surviving entity (the "**Merger**").

2. Effect of the Merger.

(a) Except as herein otherwise specifically set forth, from and after the Effective Time, Passport shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Organization and its Limited Liability Company Agreement, of Passport, Wing Hing, and GPF. All the rights, privileges, powers and franchises of Wing Hing and GPF, and all property, real, personal and mixed of Wing Hing and GPF, and all debts due on whatever account to them, and every other interest of or belonging to them, shall be taken by and deemed to be transferred to and vested in Passport without further act or deed; and all such property, rights, privileges, immunities and franchises, and all and every other interest of Wing Hing and GPF shall be thereafter as effectually the property of Passport as they were of Wing Hing and GPF.

(b) From and after the Effective Time, Passport shall continue to be subject to all the duties and liabilities of a limited liability company organized under the laws of the State of California and shall be liable and responsible for all the liabilities and obligations of Passport, Wing Hing and GPF. The rights of the creditors of Passport, Wing Hing and GPF, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by the Merger. Except as otherwise specifically provided to the contrary herein, the identity, existence,

purposes, powers, franchises, rights immunities and liabilities of Passport shall continue unaffected and unimpaired by the Merger.

3. **Effective Time.** The Merger shall be effective at the time specified on the Certificate of Merger filed with the Secretary of State of the State of California, which filing shall be made as soon as practicable. The time of such effectiveness shall herein be referred to as the "**Effective Time**." Prior to the Effective Time, Passport, Wing Hing and GPF shall take all such action as shall be necessary or appropriate in order to effect the Merger. If at any time after the Effective Time, Passport shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, Passport full title to all of the property, assets, rights, privileges and franchises of Passport, Wing Hing, or GPF, or any of them, the officers and members of Passport, Wing Hing and GPF shall execute and deliver all such instruments and take all such further actions as Passport may determine to be necessary or desirable in order to vest in and confirm to Passport title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement.

4. **Securities.** Upon the Effective Time and by virtue of the Merger and without any action on the part of Passport, Wing Hing or GPF, or its respective members, all of the membership interests of Wing Hing and GPF that were issued and outstanding prior to the Effective Time shall be terminated and cancelled without consideration. Upon the Effective Time, by virtue of the Merger and without any action on the part of Passport, Wing Hing or GPF, or their respective members, all of the membership interests of Passport issued and outstanding immediately prior thereto shall remain issued and outstanding.

5. [Redacted]

6. [Redacted]

7. [Redacted]

8. [Redacted]

9. [Redacted]

10. [Redacted]

11. [Redacted]

12. [Redacted]

13. [Redacted]

[Signature Page Follows]

IN WITNESS WHEREOF, Passport Food Group, LLC, Wing Hing Foods, LLC and Golden Pheasant Foods, LLC have each caused this Agreement and Plan of Merger to be signed by their respective authorized signatories duly authorized to do so, as of the date first written above.

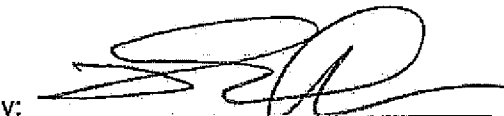
MERGING COMPANIES:

WING HING FOODS, LLC



By: _____
Name: David B. Abrams
Title: Chief Executive Officer

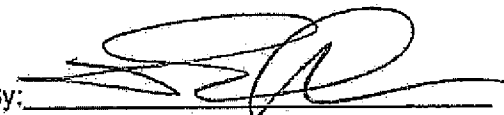
GOLDEN PHEASANT FOODS, LLC



By: _____
Name: David B. Abrams
Title: Chief Executive Officer

SURVIVING COMPANY:

PASSPORT FOOD GROUP, LLC



By: _____
Name: David B. Abrams
Title: Chief Executive Officer

[Signature Page to Agreement and Plan of Merger]