

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/11/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
[REDACTED] Snakcorp Foods Group, Inc.		01/10/2007	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Snack Alliance, Inc.
Street Address:	1030 West Georgia Street
Internal Address:	Suite 1900
City:	Vancouver, BC
State/Country:	BRITISH COLUMBIA
Postal Code:	V6E2Y3
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2501593	THIN & CRISPY POTATO CHIPS

CORRESPONDENCE DATA

Fax Number: 3128622200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	14749-4-RFS
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DOMESTIC REPRESENTATIVE

Name: Rob Soneson
Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis
Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	Rob Soneson
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CH \$40.00 2501593

SIGNATURE:	/rsoneson/
DATE SIGNED:	06/25/2014
Total Attachments: 7 source=Merger Documents - Snakcorp-Snack Alliance(Certified)#page1.tif source=Merger Documents - Snakcorp-Snack Alliance(Certified)#page2.tif source=Merger Documents - Snakcorp-Snack Alliance(Certified)#page3.tif source=Merger Documents - Snakcorp-Snack Alliance(Certified)#page4.tif source=Merger Documents - Snakcorp-Snack Alliance(Certified)#page5.tif source=Merger Documents - Snakcorp-Snack Alliance(Certified)#page6.tif source=Merger Documents - Snakcorp-Snack Alliance(Certified)#page7.tif	

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Phone: (503) 886-2200
Fax: (503) 378-4381

Articles of Merger

Secretary of State
Corporation Division
288 Capitol St. NE, Suite 181
Salem, OR 97310-1327
Pw@dnOregon.com

Check the appropriate box below:
 MULTI-ENTITY MERGER
(Complete only 1, 2, 3, 4, 10, 11)
 FOR PARENT AND 80% OWNED SUBSIDIARY
WITHOUT SHAREHOLDER APPROVAL
(Complete only 5, 8, 7, 6, 9, 10, 11)

FILED
JAN 11 2007
OREGON
SECRETARY OF STATE

Survivor
Registry Number: 511181-81

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website. For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary

1) NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE

NAME	TYPE	REGISTRY NUMBER
Snakcorp Foods Group, Inc.	OR corporation	NO RECORD
Snack Alliance, Inc.	OR corporation	511181-81

2) NAME AND TYPE OF THE SURVIVING ENTITY SNACK ALLIANCE, INC., AN OREGON CORPORATION

- If there is a name change in this plan of merger.
- A COPY OF THE MERGER PLAN IS ATTACHED. See ORS 60.481(2)
- THE PLAN OF MERGER WAS DULY AUTHORIZED AND APPROVED BY EACH ENTITY THAT IS A PARTY TO THE MERGER.
 A copy of the vote required by each entity is attached

FOR PARENT AND 80% OWNED SUBSIDIARY WITHOUT SHAREHOLDER APPROVAL

3) NAME OF PARENT CORPORATION _____
Registry Number _____

4) NAME OF SUBSIDIARY CORPORATION _____
Registry Number _____

5) NAME OF SURVIVING CORPORATION _____

6) COPY OF PLAN
 A copy of the plan of merger setting forth the manner and basis of converting shares of the subsidiary into shares, obligations, or other securities of the parent corporation or any other corporation or into cash or other property is attached

7) CHECK THE APPROPRIATE BOX
 A copy of the plan of merger or summary was mailed to each shareholder of record of the subsidiary corporation on or before _____ Date
 A waiver of a copy of the plan or summary was waived by all outstanding shares

8) EXECUTION
Printed name: John P. Frostad
Title: President and CEO

9) CONTACT NAME: To resolve questions with the filing:
Brian R. Buckham
DATE: _____ PHONE NUMBER (include area code):
(503) 778-5324

FEES

Required Processing Fee: \$50 (Confirmation Copy Optional: \$1)
Processing Fees are nonrefundable.
Please make check payable to "Corporation Division"

NOTE:
Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

copy
01/11

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

ADDENDUM TO ARTICLES OF MERGE
(Snackcorp Foods Group, Inc. an Oregon corporation
into Snack Alliance, Inc., an Oregon corporation [CR Registry No. 511181-81])

4) A copy of the vote required by each entity follows:

NAME OF CORPORATION	CLASS OF SHARES	SHARES OUTSTANDING	SHARES ENTITLED TO VOTE	SHARES VOTING FOR	SHARES VOTING AGAINST
Snack Alliance, Inc., an Oregon corporation (Survivor)	Common	2,440,000	2,440,000	2,440,000	-0-
Snackcorp Foods Group, Inc., a Delaware corporation (Merged Entity)	Common	2,440,000	2,440,000	2,440,000	-0-

PDX 157617804 (01/13/25) (000001)
Pre2and

AGREEMENT AND PLAN OF MERGER

between

Snackcorp Foods Groups, Inc., an Oregon corporation

and

Snack Alliance, Inc., an Oregon corporation

This AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of the 10th day of January, 2007, and is entered into pursuant to Section 60.501 of the Oregon Business Corporation Act (the "Act") by and between Snackcorp Foods Group, Inc., an Oregon corporation, and Snack Alliance, Inc., an Oregon corporation. The parties are collectively referred to herein as the "Constituent Corporations."

RECITALS

- A. The Constituent Corporations desire to effect a merger on the terms set forth in this Agreement, pursuant to the provisions of the Act;
- B. The Constituent Corporations intend the merger to be a reorganization within the meaning of Internal Revenue Code § 368(a)(1)(A).
- C. The Constituent Corporations, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect in accordance with the terms of this Agreement.

AGREEMENT

1. **Merger.** Snackcorp Foods Group, Inc., an Oregon corporation (the "Merged Corporation") hereby merges itself with and into Snack Alliance, Inc., an Oregon corporation (the "Surviving Corporation"), and the Merged Corporation shall be and hereby is merged into the Surviving Corporation.

1.1. Surviving Corporation shall continue to exist as a business corporation under the laws of the State of Oregon with all the rights and obligations appurtenant thereto.

1.2. Merged Corporation shall cease to exist as a business corporation, and except as otherwise provided in the Act, its property shall become the property of the Surviving Corporation, and its rights, obligations, claims, and interests shall become those of the Surviving Corporation.

2. Effective Date. This Agreement shall become effective immediately upon filing with the Secretary of State of the State of Oregon, being herein referred to as the "Effective Date."

3. Capitalization: Shares and Certificates.

3.1. 100,000,000 shares of Common Stock of the Surviving Corporation have been authorized and 2,440,000 shares of Common Stock of the Surviving Corporation have been issued, all of which are owned by the Merged Corporation. Each share of Common Stock of the Surviving Corporation outstanding on the Effective Date and owned by the Merged Corporation shall be tendered to and cancelled by the Surviving Corporation and, immediately thereafter, such shares of Common Stock shall not be retired but shall be held by the Surviving Corporation as treasury stock.

3.2. 100,000,000 shares of Common Stock of the Merged Corporation have been authorized and 2,440,000 shares of Common Stock of the Merged Corporation have been issued. The manner of converting the outstanding shares of the Merged Corporation into shares of the Surviving Corporation shall be as follows:

3.2.1. Each share of the Common Stock of the Merged Corporation which is outstanding on the Effective Date shall be converted into one (1) share of the Common Stock of the Surviving Corporation.

3.2.2. After the Effective Date, each holder of an outstanding certificate representing shares of the Common Stock of the Merged Corporation shall surrender the same to the Surviving Corporation, and each such holder shall be entitled upon such surrender to receive the number of shares of Common Stock on the basis provided herein. Until so surrendered, the outstanding shares of stock of the Merged Corporation to be converted into the stock of the Surviving Corporation as provided herein may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place.

4. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, as amended and in effect on the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation, until the same shall be altered, amended, and repealed as therein provided, except that the following amendments shall be made to the Articles of Incorporation of the Surviving Corporation, to be effective on the Effective Date:

4.1. ARTICLE VIII shall be amended to read as follows:

"ARTICLE VIII

The liability of the directors of the Corporation for monetary damages for conduct as a director shall be eliminated to the fullest extent permissible under the Act, except that this provision shall not eliminate or limit the liability of a director for:

1. Any breach of the director's duty of loyalty to the Corporation or its shareholders;

2. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
 3. Any unlawful distribution under ORS 60.367; or
 4. Any transaction from which the director derives an improper personal benefit."
- 4.2. Existing ARTICLE VIII shall be renumbered as "ARTICLE IX," but shall otherwise remain unchanged.
- 4.3. Existing ARTICLE IX shall be renumbered as "ARTICLE X," but shall otherwise remain unchanged.
- 4.4. Existing ARTICLE X shall be renumbered as "ARTICLE XI," but shall otherwise remain unchanged.
- 4.5. The remainder of the Articles of Incorporation of the Surviving Corporation, as amended as of the Effective Date, shall remain unchanged.
5. Bylaws. The Bylaws of Surviving Corporation, as amended as of the Effective Date, shall be the Bylaws of the Surviving Corporation following the Effective Date, unless and until the same are amended or repealed in accordance with the provisions thereof.
6. Directors and Officers. The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of the shareholders and until their successors shall have been elected and qualified. If, after the Effective Date, a vacancy exists in the Board of Directors or in any of the officers of the Surviving Corporation, such vacancies shall be filled in the manner provided by the Act and the Articles of Incorporation and Bylaws of the Surviving Corporation.
7. Rights and Liabilities of Surviving Corporation. Upon the Effective Date, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the rights, privileges, powers, and franchises, both public and private, and all the property, real, personal, and mixed, of Merged Corporation; all debts due to Merged Corporation on whatever account shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers, and franchises and every other interest of Merged Corporation shall be the property of the Surviving Corporation; the title of any real estate vested in Merged Corporation shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of Merged Corporation shall be preserved unimpaired, only limited in lien to the property affected by such lien at the Effective Date; all debts, liabilities, obligations and duties of Merged Corporation shall attach to the Surviving Corporation and may be enforced against it as if such debts, liabilities, obligations and duties had been incurred by the Surviving Corporation.
8. Further Assurance of Title. If, at any time, the Surviving Corporation considers or is advised that any acknowledgements or assurances in law or other similar actions are necessary or

desirable in order to acknowledge or confirm in and to the Surviving Corporation any right, title, or interest of Merged Corporation held immediately prior to the Effective Date, Merged Corporation and its proper officers and directors agree to execute and deliver all such acknowledgements and assurances in law. Further, such officers and directors agree to do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Corporation and agree to perform all acts necessary to carry out the purposes of this Agreement. The Surviving Corporation and the proper officers and directors thereof are fully authorized to take any and all such action in the name of and on behalf of Merged Corporation or otherwise.

9. Service of Process. The Surviving Corporation agrees that it may be served with process in the State of Oregon in any proceeding for enforcement of any obligation of the Merged Corporation, as well as for enforcement of any obligation of the Surviving Corporation arising from the transaction contemplated herein, including any suit or other proceeding to enforce the right of any shareholder.

10. Designation of Substitute Agent. Merged Corporation [Bush, Sheila], agent for the entities comprising the consolidated Merged Corporation group, hereby designates Surviving Corporation, and Surviving Corporation agrees to act, as a substitute agent for Merged Corporation with respect to all matters arising from and related to the United States Internal Revenue Service following the effective date of the transaction contemplated herein.

11. Approval. This Agreement must be approved by the shareholders of Surviving Corporation and Merged Corporation in the manner prescribed by the Act. If and when such required approvals are obtained, the proper officers of the Constituent Corporations shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing and recording all documents, as the same may be necessary or proper to render effective the merger contemplated by this Agreement.

12. Termination; Abandonment. Notwithstanding anything herein or elsewhere to the contrary, this Agreement may be terminated and abandoned by the Board of Directors of either Constituent Corporation at any time prior to the time that this Agreement is filed with the Secretary of State of the State of Oregon and becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of either Constituent Corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property, and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporation.

13. Plan of Reorganization. This Agreement and Plan of Merger constitutes a Plan of Reorganization in accordance with Section 368(a)(1)(A) of the Internal Revenue Code of 1986. It shall be carried out in a manner, on the terms, and subject to the conditions herein set forth.

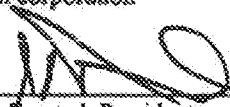
[Signature page follows]

51181-81

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors and shareholders, have caused these presents to be executed by the authorized officers of each party hereto as the respective act, deed, and agreement of said corporations on this 10th day of January, 2007.

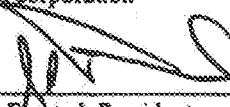
MERGED CORPORATION:

SNACKCORP FOODS GROUP, INC.,
an Oregon corporation

By: 
John Frostad, President and CEO

SURVIVING CORPORATION:

SNACK ALLIANCE, INC.,
an Oregon corporation

By: 
John Frostad, President and CEO