

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM331471

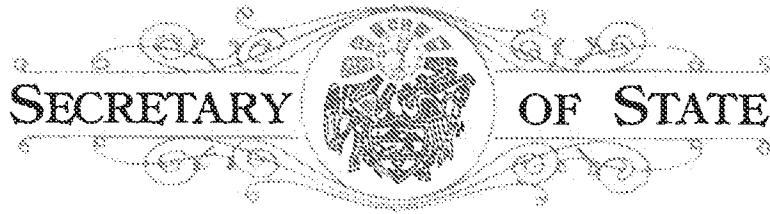
SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/30/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W3 Partners, LLC		12/28/2009	LIMITED LIABILITY COMPANY: ARKANSAS
RECEIVING PARTY DATA			
Name:	Country Creek Farms, LLC		
Street Address:	5509 Walsh Ln		
City:	Rogers		
State/Country:	ARKANSAS		
Postal Code:	72758		
Entity Type:	CORPORATION: ARKANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3559012	COUNTRY BROOK FARMS	
CORRESPONDENCE DATA			
Fax Number:	5013769442		
<i>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.</i>			
Phone:	(501) 371-0808		
Email:	jdougherty@wlj.com		
Correspondent Name:	J. CHARLES DOUGHERTY		
Address Line 1:	200 W. CAPITOL AVE., SUITE 2300		
Address Line 4:	LITTLE ROCK, ARKANSAS 72201		
NAME OF SUBMITTER:	J. Charles Dougherty		
SIGNATURE:	/chuck dougherty/		
DATE SIGNED:	02/07/2015		
Total Attachments: 6			
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STATE OF ARKANSAS



Charlie Daniels
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Merger

of

W3 PARTNERS, LLC

with and into

COUNTRY CREEK FARMS, LLC

filed in this office December 30, 2009.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 30th day of December 2009.



Charlie Daniels

Secretary of State

COUNTRY CREEK FARMS, LLC

CERTIFICATE OF MERGER

W3 PARTNERS, LLC MERGING INTO COUNTRY CREEK

ARTICLES OF MERGER

FILED: 12/30/09, #Pages: 5

1. a. Acquired Company. The name of the company w^t acquired and is W3 PARTNERS, LLC, an Arkansas limited liability c
Arkansas Secretary of State
Business Services Division

b. Surviving Company. The name of the acquiring comp.
CREEK FARMS, LLC a Tennessee limited liability company. COUNTRY CREEK FARMS, LLC will be the surviving company with its principal executive office at 5509 Walsh Ln; Rogers, Arkansas 72758.

2. The plan of merger is attached to this Certificate of Merger and is also on file at COUNTRY CREEK FARMS, LLC's office at 5509 Walsh Ln; Rogers, Arkansas 72758. A copy of the plan of merger will be furnished by the surviving company on request and without cost to any member of any domestic LLC or any persons holding an interest in any other entity which is or was a party to the merger.

3. The plan of merger was approved as required by W3 PARTNERS, LLC's governing statute and the performance of its terms were duly authorized by all action required by the laws under which it was organized and by its charter. The approval of the members of W3 PARTNERS, LLC for the Merger of the companies as provided for in the Agreement and Plan of Merger dated the 28th day of December, 2009 was required and obtained on the 28th day of December, 2009, by the affirmative vote of all members.

4. The plan of merger was approved as required by COUNTRY CREEK FARMS, LLC's governing statute and the performance of its terms were duly authorized by all action required by the laws under which it was organized and by its charter. The approval of the members of COUNTRY CREEK FARMS, LLC for the Merger of the companies as provided for in the Agreement and Plan of Merger dated the 28th day of December, 2009 was required and obtained on the 28th day of December, 2009, by the affirmative vote of all members.

5. The effective date of this Certificate of Merger shall be December 31, 2009 if possible. In the event it is not possible for the effective date of these articles to be December 31, 2009, then the effective date shall be the earliest possible date after December 31, 2009.

6. The surviving organization has appointed an agent for service of process in Arkansas.

ACCEPTED BY:

W3 PARTNERS, LLC:

Dated: December 28, 2009

COUNTRY CREEK FARMS, LLC:

Dated: December 28, 2009

By: 
(signature of authorized officer or agent)

By: 
(signature of authorized officer or agent)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into this 28th day of December, 2009, between W3 PARTNERS, LLC, an Arkansas limited liability company (the "Merging Company") and COUNTRY CREEK FARMS, LLC, a Tennessee limited liability company ("Acquiror").

The parties to this Agreement agree as follows:

ARTICLE I. MERGER

Section 1.1. The Merger.

- a. The name of the company that shall survive the merger is COUNTRY CREEK FARMS, LLC.
- b. The separate corporate existence of W3 PARTNERS, LLC shall cease on the effective date of the merger.

Section 1.2. Terms and Conditions. At the Effective Time, W3 PARTNERS, LLC shall be merged with and into COUNTRY CREEK FARMS, LLC pursuant to the following terms and conditions:

- a. **Effective Time.** The effective date of the Merger shall be December 31, 2009 if possible. In the event it is not possible for the effective date of the Merger to be December 31, 2009, then the effective date shall be the earliest possible date after December 31, 2009.
- b. **Articles of Organization.** The Articles of Organization of Surviving Company/Acquiror in effect immediately prior to the Effective Time will be the Articles of Organization of the Surviving Company.
- c. **Operating Agreement.** The Operating Agreement of Acquiror in effect immediately prior to the Effective Time will be the Operating Agreement of the Surviving Company.
- d. **Directors and Officers.** After the Effective Time, until successors are elected or appointed, the directors and officers of Acquiror will continue to hold the same offices as directors and officers of the Surviving Company.
- e. **Company Organization.** As the Surviving Company, Acquiror's separate existence, with all its purposes, objects, rights, privileges, powers, certificates and franchises, will continue unimpaired by the Merger. The Surviving Company will succeed to all the properties and assets of the companies and to all the debts, choses in action and other interests due or belonging to the companies and will be subject to, and responsible for, all the debts, liabilities and duties of the.

ARTICLE II. CONVERSION OF UNITS

Section 2.1. Conversion. At the Effective Time:

- a. Each unit of membership of the W3 PARTNERS, LLC not owned of record by Acquiror, that is outstanding immediately prior to the Effective Time will by virtue of the Merger be converted into the right to receive Units of the Surviving Company (the "Merger Consideration"). The conversion of the units will be based upon the value of the units converted.
- b. Each unit that is owned by Acquiror that is outstanding immediately prior to the Effective Time will by virtue of the Merger cease to exist and will be canceled without payment of any consideration.
- c. Each unit of Acquiror outstanding immediately prior to the Effective Time will continue to be an outstanding unit.

Section 2.2. Surrender of Units. Promptly after the Effective Time, each holder will be entitled, on surrender of their units in W3 PARTNERS, LLC to the Surviving Company, to receive units in the Surviving Company in the amount provided in this Agreement.

Section 2.3. Issue of Units. The units in the Surviving Company to be issued will be issued by the Surviving Company within a reasonable period of time after stock in the Merging Company is surrendered, on compliance by the person entitled to such units with all requirements set forth in this Agreement or otherwise required to effect the payment.

Section 2.4. No Further Transfers. At the Effective Time, the unit transfer books of the Merging Company must be closed for transfers of any units, and no subsequent transfers will be made.

ARTICLE III. CONDITIONS

Section 3.1. Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to this Agreement to effect the Merger will be subject, at or prior to the Effective Time, to approval of this Agreement and the Merger by the Merging Company's unit-holders in accordance with provisions of applicable law.

Section 3.2. Additional Conditions to Obligations of the Merging Company to Effect the Merger. The obligation of the Merging Company to effect the Merger will be subject to the fulfillment at or prior to the Effective Time of the following additional conditions:

- a. Acquiror will have performed in all material respects its obligations as set forth in this Agreement that are required to be performed at or prior to the Effective Time;
- b. The representations and warranties of Acquiror set forth in this Agreement are to be true

and correct on and as of the Effective Time as if made on that date; and

- c. There is no statute, rule or regulation promulgated, enacted or deemed applicable making it illegal for the Merging Company to consummate the Merger or any order, judgment, decree or ruling by any foreign or domestic court or governmental body enjoining Acquiror or the Merging Company from consummating the Merger.

Section 3.3. Additional Conditions to Obligation of Acquiror to Effect the Merger. The obligation of Acquiror to effect the Merger will be subject to the fulfillment at or prior to the Effective Time of the following additional conditions:

- a. The Merging Company will have performed in all material respects its obligations as set forth in this Agreement that are required to be performed at or prior to the Effective Time;
- b. The representations and warranties of the Merging Company set forth in this Agreement will be true and correct on and as of the Effective Time as if made on that date;
- c. Acquiror will have received, or arrangements will have been made to enable Acquiror to receive, sufficient monies, as of the Effective Time, to make all payments due to be made by the Surviving Company pursuant to this Agreement; and
- d. There are no statutes, rules or regulations promulgated, enacted or deemed applicable making it illegal for Acquiror to consummate the Merger or any order, judgment, decree or ruling by any foreign or domestic court or governmental body enjoining Acquiror from consummating the Merger.

ARTICLE IV. MISCELLANEOUS

Section 4.1 Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be deemed to constitute an original and will become effective when one or more counterparts have been signed by each party to this Agreement and delivered to the other party.

Section 4.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, arrangements, negotiations and understandings relating to the subject matter of this Agreement.

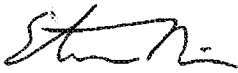
[Signatures on the Following Page]

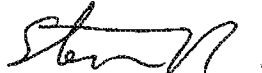
IN WITNESS, the parties have executed this Agreement by their duly authorized officers as of the date first above written.

ACCEPTED BY:

W3 PARTNERS, LLC:
Dated: December 28, 2009

COUNTRY CREEK FARMS, LLC:
Dated: December 28, 2009

By: 
(signature of authorized officer or agent)

By: 
(signature of authorized officer or agent)