

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rain Creek Baking Corporation		12/28/2011	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kronos Foods Corp.		
Street Address:	One Kronos Drive		
City:	Glendale Heights		
State/Country:	ILLINOIS		
Postal Code:	60139		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3248047	SINBAD	
Registration Number:	3028567	SINBAD SWEETS	
Registration Number:	2847507	THE RAIN CREEK BAKING COMPANY	
CORRESPONDENCE DATA			
Fax Number:	3123326376		
<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>			
Email:	trademarks@davismcgrath.com		
Correspondent Name:	William T. McGrath		
Address Line 1:	125 S Wacker Dr		
Address Line 2:	Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	William T. McGrath		
SIGNATURE:	/William T. McGrath/		
DATE SIGNED:	09/01/2016		
Total Attachments: 6			
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FORM **BCA 11.25** (rev. Dec. 2003)
**ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE**
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com


FILED

DEC 29 2011

**JESSE WHITE
SECRETARY OF STATE**

Remit payment in the form of a check or money order payable to Secretary of State.

Filing fee is \$100, but if merger or consolidation involves more than two corporations, submit \$50 for each additional corporation.

File # 5759-062-9 Filing Fee: \$ 100.00 Approved: 

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.

1. Names of Corporations proposing to ~~consolidate~~ ^{merge} and State or Country of incorporation.
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Kronos Foods Corp.</u>	<u>Illinois</u>	<u>5759-062-9</u>
<u>Rain Creek Baking Corporation</u>	<u>Delaware</u>	<u>6488-908-7</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ ^{surviving} corporation: Kronos Foods Corp.
~~requiring~~

b. Corporation shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~
See Attached

5. The ~~consolidation exchange~~^{merger} was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Kronos Foods Corp.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rain Creek Baking Corporation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- c. The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

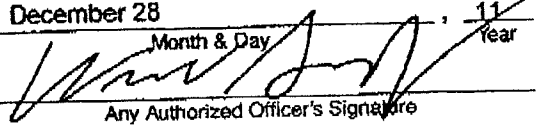
b. Not applicable to 100 percent-owned subsidiaries.

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____, _____
Month & Day Year

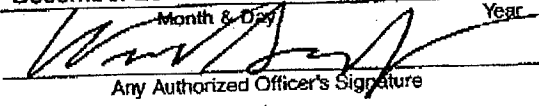
Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? Yes No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated December 28, 11
Month & Day Year

 Any Authorized Officer's Signature
William V. Gastris, Jr., Vice President
 Name and Title (type or print)

KRONOS FOODS CORP.
 Exact Name of Corporation

Dated December 28, 11
Month & Day Year

 Any Authorized Officer's Signature
William V. Gastris, Jr., Vice President
 Name and Title (type or print)

RAIN CREEK BAKING CORPORATION
 Exact Name of Corporation

Dated _____, _____
Month & Day Year

 Any Authorized Officer's Signature

 Name and Title (type or print)

 Exact Name of Corporation

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Plan") is made as of December 28, 2011, in accordance with the Illinois Business Corporation Act of 1983 and the Delaware General Corporation Law, by and between Kronos Foods Corp., an Illinois corporation ("Kronos"), and Rain Creek Baking Corporation, a Delaware corporation ("Rain Creek"). Kronos and Rain Creek are sometimes collectively referred to hereinafter as the "Constituent Corporations").

WITNESSETH:

WHEREAS, pursuant to the terms of this Plan, and effective as of 11:59 PM, Central time, December 31, 2011 (the "Effective Time") Rain Creek will be merged with and into Kronos, with Kronos being the surviving corporation, upon the filing of Articles of Merger with the Illinois Secretary of State and a Certificate of Merger with the Delaware Secretary of State, but effective as of the Effective Time.

WHEREAS, the respective boards of directors and stockholders of the Constituent Corporations deem the Merger advisable pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the Constituent Corporations agree that Rain Creek will be merged with and into Kronos and that the plans, terms and conditions of the Merger shall be as follows:

ARTICLE I

The Merger

Section 1. **Effect of Merger.** At the Effective Time of the Merger, Rain Creek shall be merged with and into Kronos with Kronos surviving such Merger.

Section 2. **Property and Liabilities of Constituent Corporations.** At the Effective Time the separate existence of Rain Creek shall cease and Rain Creek shall be merged with and into Kronos, the surviving corporation. Kronos, as the surviving corporation shall, from and after the Effective Time, possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as of a private nature, and be subject to all the restrictions, liabilities and duties of each of the Constituent Corporations; all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of and debts due to either of the Constituent Corporations on whatever account as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers and franchises, and all other interests shall be thereafter as effectually the property of the surviving corporation as they were of the several and respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations shall thenceforth attach to the surviving corporation, and may be enforced against it to the same extent as if said debts,

liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or the surviving corporation may be substituted in such action or proceeding.

Section 3. **Articles of Incorporation.** The Articles of Incorporation of Kronos as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the surviving corporation at the Effective Time.

Section 4. **Bylaws.** The Bylaws of Kronos as in effect immediately prior to the Effective Time shall be the Bylaws of the surviving corporation.

Section 5. **Directors and Officers.** The directors and officers of Kronos in office at the Effective Time shall become the directors and officers of the surviving corporation until their respective successors are duly elected and qualified.

Section 6. **Further Assurances.** If at any time after the Effective Time Kronos shall consider or be advised that any further assignments, documents, instruments, assumption agreements or bills of sale are necessary, desirable or proper to carry out the purposes of this Plan, Rain Creek will execute and deliver all such assignments, documents, instruments, assumption agreements or bills of sale as may be reasonably requested to carry out such purposes.

ARTICLE II

Cancellation of Shares

Section 1. **Rain Creek Capital Stock.** As the sole shareholder of Rain Creek, the non-surviving corporation, is also the sole shareholder of Kronos, the surviving corporation, each issued share of Rain Creek immediately prior the Effective Time and date of the merger shall be surrendered and cancelled for no consideration.

Section 2. **Kronos Capital Stock.** The issued shares of the surviving corporation shall not be converted or exchanged in any manner, but each said share which is issued at the Effective Time and date of the merger shall continue to represent one issued share of the surviving corporation.

ARTICLE III

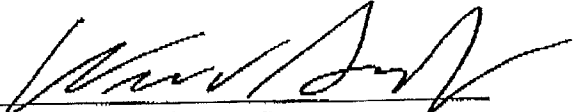
Miscellaneous

Section 1. **Counterparts.** This Plan may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one Plan.

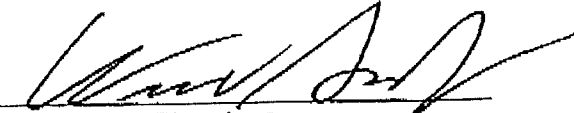
Section 2. **Address of Surviving Corporation.** The principal place of business of the surviving business entity is 1 Kronos Drive, Glendale Heights, IL 60139

IN WITNESS WHEREOF, the Constituent Corporations have executed this Agreement and Plan of Merger as of the day and year first above written.

RAIN CREEK BAKING CORPORATION

By: 
William V. Glastris, Jr.
Chairman of the Board and Vice
President

KRONOS FOODS CORP.

By: 
William V. Glastris, Jr.
Chairman of the Board and Vice
President