

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	05/13/2016

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nut Heads Chocolate Factory, Inc.		05/11/2016	Corporation: MINNESOTA

## NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Kenny's Candy Company, Inc.	05/11/2016	Corporation: MINNESOTA

## MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

<b>Name:</b>	Kenny's Candy & Confections, Inc.
<b>Street Address:</b>	400 Lakeside Drive
<b>City:</b>	Perham
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	56573
<b>Entity Type:</b>	Corporation: MINNESOTA

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
<b>Registration Number:</b>	4813041	NUTHEADS
<b>Registration Number:</b>	4347284	KOOKAMUNGA CRUNCH
<b>Registration Number:</b>	4262219	NUTHEADS CHOCOLATE FACTORY
<b>Registration Number:</b>	5013155	KOOKAMUNGA
<b>Serial Number:</b>	86656479	SWEET CHAOS

## CORRESPONDENCE DATA

Fax Number: 6126324444

*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: 612.632.3375

Email: trademark@gpmlaw.com

Correspondent Name: Lori L. Wiese-Parks

Address Line 1: 500 IDS Center, 80 South 8th Street

Address Line 4: Minneapolis, MINNESOTA 55402

CH \$140.00 4813041

<b>NAME OF SUBMITTER:</b>	Cheryl L. Johnson
<b>SIGNATURE:</b>	/Cheryl L. Johnson/
<b>DATE SIGNED:</b>	09/15/2016
<b>Total Attachments: 13</b> source=Articles of Merger - filed#page1.tif source=Articles of Merger - filed#page2.tif source=Articles of Merger - filed#page3.tif source=Articles of Merger - filed#page4.tif source=Articles of Merger - filed#page5.tif source=Articles of Merger - filed#page6.tif source=Articles of Merger - filed#page7.tif source=Articles of Merger - filed#page8.tif source=Articles of Merger - filed#page9.tif source=Articles of Merger - filed#page10.tif source=Articles of Merger - filed#page11.tif source=Articles of Merger - filed#page12.tif source=Articles of Merger - filed#page13.tif	

**Office of the Minnesota Secretary of State  
Certificate of Merger**

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: KENNY'S CANDY COMPANY, INC.  
MINNESOTA: NUT HEAD CHOCOLATE FACTORY, INC.

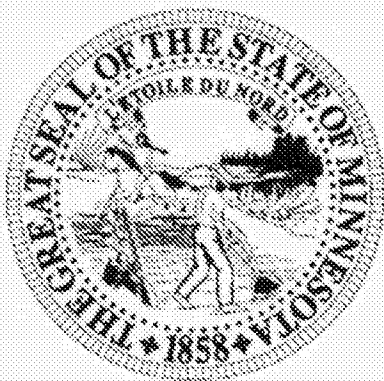
Home Jurisdiction and Name of Surviving Entity:

MINNESOTA: KENNY'S CANDY COMPANY, INC.

Name of Surviving Entity after Effective Date of Merger:

KENNY'S CANDY & CONFECTIONS, INC.

This certificate has been issued on: 05/13/2016

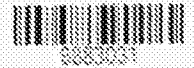


*Steve Simon*

Steve Simon  
Secretary of State  
State of Minnesota

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## ARTICLES OF MERGER

### NUT HEADS CHOCOLATE FACTORY, INC. INTO KENNY'S CANDY COMPANY, INC. (Surviving Corporation)

### TO BE KNOWN AS KENNY'S CANDY & CONFECTIONS, INC.

TO BE EFFECTIVE: MAY 15, 2016

Pursuant to Section 302A.621 of the Minnesota Statutes and the Minnesota Business Corporation Act, the undersigned duly authorized officers of KLN Enterprises, Inc., a Minnesota corporation, Kenny's Candy Company, Inc., a Minnesota corporation, and Nut Heads Chocolate Factory, Inc., a Minnesota corporation, hereby adopt and execute the following Articles of Merger, and certify as follows:

#### ARTICLE I

- A. KLN Enterprises, Inc., a Minnesota corporation ("KLN") is the parent company of two wholly owned subsidiaries: Kenny's Candy Company, Inc., a Minnesota corporation ("KCC"), and Nut Heads Chocolate Factory, Inc., a Minnesota corporation ("NHCF").
- B. KLN is the direct owner of 100% of the issued and outstanding shares of each KCC and NHCF.
- C. KCC and NHCF are Minnesota corporations which are the wholly owned subsidiaries of KLN and are the corporations participating in the merger.
- D. KLN, as parent company, and KCC and NHCF, as constituents to the merger, have entered into an Agreement and Plan of Merger.
- E. Under the Agreement and Plan of Merger, NHCF shall be merged into KCC pursuant to the Minnesota Business Corporation Act, and KCC shall be the surviving corporation.
- F. Authority for the merger is Section 302A.621 of the Minnesota Statutes which permits KLN, as parent company and sole shareholder of the subsidiary corporations which are constituents to the merger, to merge a subsidiary corporation into another subsidiary corporation.
- G. There are no shareholders of the subsidiary corporations merged other than KLN, and accordingly, there is no notice required to any other shareholder pursuant to Minnesota Statutes Section 302A.621, Subd. 2.

#### ARTICLE II-Approval of Merger

The merger and Agreement and Plan of Merger under Minnesota Statutes Section 302A.621 was approved by (i) the Board of Directors of KLN, parent company and sole shareholder of the subsidiary corporations which are constituents to the merger, and (ii) the

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Board of Directors of each KCC and NHCF, as constituents to the merger. The approvals were made by Resolutions dated March 23, 2016.

#### ARTICLE III-Plan of Merger

The Agreement and Plan of Merger approved by KLN as parent of the subsidiaries is described on the attached Schedule A.

#### ARTICLE IV-Name of Surviving Corporation

Upon the effective time of the merger, pursuant to Minnesota Statutes Section 302A.621, Subd. 1, the name of the surviving corporation is Kenny's Candy & Confections, Inc., and the Articles of Incorporation of the surviving corporation are to be amended by virtue of the merger provided for by amending Article 1 of the Articles of Incorporation in its entirety to read as follows:

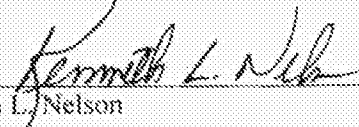
"The name of the corporation is Kenny's Candy & Confections, Inc."

#### ARTICLE V-Effective Date of Merger

The Agreement and Plan of Merger described on the attached Schedule A shall be effective as of 12:01 a.m., May 15, 2016, upon the filing of these Articles of Merger with the Secretary of State of Minnesota.

IN WITNESS WHEREOF, the undersigned officers of KLN Enterprises, Inc., Kenny's Candy Company, Inc., and Nut Heads Chocolate Factory, Inc. have executed this document for and on behalf of their respective companies as of May 11, 2016.

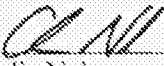
KLN ENTERPRISES, INC.

By   
Kenneth L. Nelson  
Its CEO  
Dated: May 11, 2016

KENNY'S CANDY COMPANY, INC.


By   
Charlie Nelson  
Its President  
Dated: May 11, 2016

NUT HEADS CHOCOLATE FACTORY, INC.

By   
Charlie Nelson  
Its President  
Dated: May 11, 2016

**SECRETARY'S CERTIFICATION**

Aaron Kalina, being the Secretary of each KLN Enterprises, Inc., a Minnesota corporation, Kenny's Candy Company, Inc., a Minnesota corporation, and Nut Heads Chocolate Factory, Inc., a Minnesota corporation, pursuant to Minnesota Statute 302A.621 does hereby certify that the Boards of Directors of each corporation voted unanimously to approve and adopt the Agreement and Plan of Merger described on the attached Schedule A on the 23<sup>rd</sup> day of March, 2016.

  
Aaron Kalina, Secretary

**SCHEDULE A**

*Agreement and Plan of Merger*

[Attached]

AGREEMENT AND PLAN OF MERGER

NUT HEADS CHOCOLATE FACTORY, INC. INTO  
KENNY'S CANDY COMPANY, INC. (Surviving Corporation)

TO BE KNOWN AS KENNY'S CANDY & CONFECTIONS, INC.

TO BE EFFECTIVE: MAY 15, 2016

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), is made to be effective as of May 15, 2016, and is by and among KLN Enterprises, Inc., a Minnesota corporation ("*Parent*"), NUT HEADS CHOCOLATE FACTORY, INC., a Minnesota corporation ("*Nut Heads*"), and KENNY'S CANDY COMPANY, INC., a Minnesota corporation ("*KCC*" or "*Surviving Corporation*").

WHEREAS, Parent, Nut Heads, and KCC intend to effect the Merger (as defined herein), on the terms and conditions set forth herein.

WHEREAS, the respective Boards of Directors of Parent, Nut Heads, and KCC have approved this Agreement and the Merger by Resolutions dated March 23, 2016.

WHEREAS, Nut Heads and KCC are wholly-owned subsidiaries of Parent, and Parent owns one hundred percent (100%) of the outstanding corporate interests in Nut Heads and KCC.

WHEREAS, for federal income tax purposes, the parties to this Agreement intend that the Merger qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I  
THE MERGER

1.1 The Merger. Nut Heads is intended to be merged into the Surviving Corporation of KCC, both of which corporations are subsidiaries of Parent. At the Effective Time (as defined herein) and subject to and upon the terms and conditions of this Agreement, and Articles of Merger to be approved by the Parent, Nut Heads, and KCC (the "*Articles of Merger*"), the applicable provisions of the Minnesota Business Corporation Act and other applicable provisions of Minnesota law (collectively, "*Minnesota Law*"), Nut Heads shall be merged with and into KCC (the "*Merger*"), the separate corporate existence of Nut Heads shall cease and shall continue as Surviving Corporation and a wholly owned subsidiary of Parent. KCC as the surviving corporation after the Merger is hereinafter sometimes referred to as the "*Surviving Corporation*." Authority for the Merger is Section 302A.621 of the Minnesota Statutes which permits Parent, as parent company and sole shareholder of the subsidiary corporations which are constituents to the merger, to merge a subsidiary corporation into another subsidiary corporation.



1.2 Effective Time. Upon filing the appropriate Articles of Merger with the Secretary of State of the State of Minnesota, in accordance with the relevant provisions of Minnesota Law, the effective date and time of the Merger shall be 12:01 a.m. on May 15, 2016 (the "*Effective Time*").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Articles of Merger and the applicable provisions of Minnesota Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time:

a. All the real and personal property, rights, privileges, powers, and franchises of Nut Heads shall vest in the Surviving Corporation.

b. All debts, liabilities, obligations, and duties of Nut Heads shall become the debts, liabilities, obligations, and duties of the Surviving Corporation.

c. Without limitation, the title to all real estate vested in Nut Heads shall not revert or be in any way impaired by reason of the Merger but instead, shall be vested in the Surviving Corporation.

d. No rights of creditors or mortgage or other liens upon the property of Nut Heads are impaired by the Merger.

1.4 Articles of Incorporation; Bylaws.

a. Articles of Incorporation. The Articles of Incorporation of KCC, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided by Minnesota Law and such certificate of incorporation.

b. Bylaws. The bylaws of KCC, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended.

c. Name of Surviving Corporation; Amendments to Articles. At the Effective Time of the merger, pursuant to Minnesota Statutes Section 302A.621, Subd. 1, the name of the Surviving Corporation shall be Kenny's Candy & Confections, Inc. The Articles of Incorporation of the Surviving Corporation are to be amended by virtue of the Merger provided for by amending the following Articles of the Articles of Incorporation, in their entirety, to read as follows:

"ARTICLE I.

The name of this Corporation is Kenny's Candy & Confections, Inc."

"ARTICLE VI.

The address of the registered office of the Corporation is 400 Lakeside Drive, Perham, MN 56573.

The name of the registered agent of the Corporation at such address shall be Charlie Nelson."

1.5 Directors and Officers. At the Effective Time, the directors of the Parent shall be and remain the directors of the Surviving Corporation, each to hold office until his or her respective successor is duly elected or appointed and qualified. The officers of the Parent shall be and remain the officers of Surviving Corporation until their respective successors are duly elected or appointed and qualified.

1.6 Effect on Capital Stock. The entirety of all issued and outstanding shares of Nut Heads and KCC are owned solely and exclusively by the Parent. By virtue of the Merger and without any action on the part of Parent, Nut Heads, KCC or the holders of any of the following securities:

a. Cancellation of Nut Heads Interests Owned by Parent. At the Effective Time, each Nut Heads interest owned by Parent will be canceled and extinguished, and no money, other property, or other consideration shall be issued in exchange therefor.

b. Capital Stock of Surviving Corporation. At the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of the Surviving Corporation, each issued and outstanding share of Common Stock of the Surviving Corporation shall continue unchanged and remain outstanding as a share of Common Stock of the Surviving Corporation.

c. Certificates of Surviving Corporation. At the Effective Time and thereafter, all shares issued and outstanding shall bear the name "Kenny's Candy & Confections, Inc." and replacement certificates or other evidence of ownership of the Surviving Corporation interests may be issued by the officers of the Surviving Corporation to the Parent.

1.7 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Nut Heads, and for all debts, liabilities, obligations and duties of Nut Heads to become those of the Surviving Corporation, the officers and directors of the Surviving Corporation and Nut Heads are hereby fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

**ARTICLE 2**  
**REPRESENTATIONS AND WARRANTIES OF KCC**

KCC hereby represents and warrants to Parent and to Nut Heads that the statements contained in this Article 2 are true, correct and complete, except as set forth in the Schedules attached to this Agreement and arranged in sections corresponding to the Sections in this Agreement.

2.1 Corporate Existence and Power. KCC: (a) is a Corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota; (b) has all requisite limited liability Corporation power and authority to own and operate its personal property, and to conduct the business in which it is currently, or is proposed to be, engaged; and (c) is duly qualified as a foreign corporation, licensed and in good standing under the laws of each jurisdiction in which its ownership, lease or operation of property or the conduct of its business requires such qualification, except for those jurisdiction in which failure to so qualify would not cause a Material Adverse Effect on KCC.

2.2 Authorization; No Contravention. KCC's execution and delivery of, and performance under, this Agreement and the other agreements to be executed in connection herewith to which it is a party and the transactions contemplated hereby and thereby: (i) have been duly authorized by all necessary corporate action on its part; (ii) do not contravene the terms of its Organizational Documents, or any amendment thereof; (iii) do not violate, conflict with or result in any breach or contravention of, or the creation of any lien under, any contractual obligation of it or any requirement of law applicable to it, and (iv) do not violate any order of any Governmental Authority against, or binding upon, it.

2.3 Binding Effect. This Agreement has been, and as of the Closing Date each of the other agreements to be executed in connection herewith will have been, duly executed and delivered by KCC. This Agreement constitutes, and each of the other agreements to be executed in connection herewith will constitute, the legal, valid and binding obligations of KCC, enforceable against it in accordance with such agreement's terms.

**ARTICLE 3**  
**REPRESENTATIONS AND WARRANTIES OF PARENT**

Parent hereby represents and warrants that the statements contained in this Article 3 are true, correct and complete, except as set forth in the Schedules accompanying this Agreement and arranged in sections corresponding to the Sections in this Agreement.

3.1 Existence and Power. Parent (i) is a corporation duly organized and validly existing under the laws of the state of its incorporation and (ii) has the requisite power and authority to execute, deliver and perform its obligations under this Agreement and the other agreements to be executed by it in connection herewith.

3.2 Authorization; No Contravention. Parent's execution and delivery of, and performance under, this Agreement and the other agreements to be executed in connection

herewith to which it is a party and the transactions contemplated hereby and thereby: (i) have been duly authorized by all necessary corporate action on its part; (ii) do not contravene the terms of its Organizational Documents, or any amendment thereof; (iii) do not violate, conflict with or result in any breach or contravention of, or the creation of any lien under, any contractual obligation of it or any requirement of law applicable to it, and (iv) do not violate any order of any Governmental Authority against, or binding upon, it.

3.3 Binding Effect. This Agreement has been, and as of the Closing Date each of the other agreements to be executed in connection herewith will have been, duly executed and delivered by Parent. This Agreement constitutes, and each of the other agreements to be executed in connection herewith will constitute, the legal, valid and binding obligations of Parent, enforceable against it in accordance with such agreement's terms.

#### ARTICLE 4 COVENANTS

The parties to this Agreement (each, a "*Party*," and collectively, the "*Parties*") hereby agree as follows with respect to the period from and after the execution of this Agreement:

4.1 General. Each of the Parties will use its reasonable best efforts to take all actions and to do all things necessary, proper and advisable in order to consummate and make effective the transactions contemplated by this Agreement.

4.2 Notices and Consents. Parent and Surviving Corporation will give any notices to third parties, including any lenders and secured parties of Nut Heads, and will use their reasonable best efforts to obtain any third-party consents required to effect the Merger.

4.3 Regulatory Matters and Approvals. Each of the Parties will give any notice to, make any filing with, and use its reasonable best efforts to obtain any authorization, consent, and approval of any Governmental Authority required in connection with the Merger and the other transactions contemplated by this Agreement.

#### ARTICLE 5 MISCELLANEOUS

5.1 No Waiver; Cumulative Remedies. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

5.2 Amendments, Waivers and Consents. Any provision in this Agreement to the contrary notwithstanding, changes in or additions to this Agreement may be made, and compliance with any covenant or provision set forth herein may be omitted or waived, only with the consent in writing of all Parties. Any waiver or consent may be given subject to satisfaction

of conditions stated therein and any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

5.3 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

5.4 Severability. The provisions of this Agreement are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; but this Agreement, shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provisions or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

5.5 Governing Law; Waiver of Jury. This Agreement shall be governed by and construed under the laws of the State of Minnesota as applied to agreements among Minnesota residents entered into and to be performed entirely within Minnesota. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MERGER OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

5.6 Headings. Article, Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

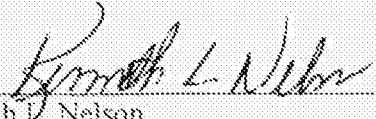
5.7 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

5.8 Further Assurances. From and after the date of this Agreement, the Parties shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement.

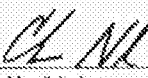
[Signature page follows]

IN WITNESS WHEREOF, the undersigned officers of KLN Enterprises, Inc., Kenny's Candy Company, Inc., and Nut Heads Chocolate Factory, Inc. have executed this document for and on behalf of their respective companies as of May 11, 2016, as authorized by action of their respective governing bodies dated March 23, 2016.

KLN ENTERPRISES, INC.

By   
Kenneth L. Nelson  
Its CEO  
Dated: May 11, 2016

KENNY'S CANDY COMPANY, INC.

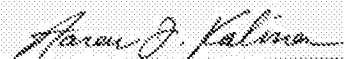
By   
Charlie Nelson  
Its President  
Dated: May 11, 2016

NUT HEADS CHOCOLATE FACTORY, INC.

By   
Charlie Nelson  
Its President  
Dated: May 11, 2016

#### SECRETARY'S CERTIFICATION

Aaron Kalina, being the Secretary of each KLN Enterprises, Inc., a Minnesota corporation, Kenny's Candy Company, Inc., a Minnesota corporation, and Nut Heads Chocolate Factory, Inc., a Minnesota corporation, pursuant to Minnesota Statute 302A.621 does hereby certify that the Boards of Directors of each corporation voted unanimously to approve and adopt the Agreement and Plan of Merger described above on the 23<sup>rd</sup> day of March, 2016.

  
Aaron Kalina, Secretary



**File Numbers**

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STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED

5/13/2016 11:59:00 PM

*Steve Simon*

Steve Simon  
Secretary of State