

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/25/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden Boy Portales, LLC		05/25/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nuts Distributor of America Inc.		
Street Address:	2503 S. Hanley Road		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63144		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4237470	REAL FOOD, REAL FAST	
Registration Number:	2543652	PEANUT BETTER	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	3145526000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	60962-174629		
NAME OF SUBMITTER:	Matthew J. Himich		
SIGNATURE:	/matthew j. himich/		
DATE SIGNED:	05/25/2018		
Total Attachments: 7			
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UNITED STATES OF AMERICA

The State of Washington



Secretary of State

CERTIFICATE OF MERGER

I, **KIM WYMAN**, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the below listed "Merging Entity/Entities" into:

NUTS DISTRIBUTOR OF AMERICA INC.

WA PROFIT CORPORATION

UBI: 602 269 440

Effective Date: 05/25/2018

Filing Date: 05/22/2018

Merging Entities:

NOT QUALIFIED IN WASHINGTON

GOLDEN BOY PORTALES, LLC



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 05/22/2018

TRADEMARK

REEL: 006336 FRAME: 0892

**ARTICLES OF MERGER
OF
NUTS DISTRIBUTOR OF AMERICA INC.
AND
GOLDEN BOY PORTALES, LLC**

Pursuant to RCW 23B.11.090 and RCW 23B.11.110 of the Washington Business Corporation Act, Nuts Distributor of America, Inc. as the corporation surviving the merger hereby adopts the following Articles of Merger.

1. **Merging Entities.** The names of the entities involved in the merger are NUTS DISTRIBUTOR OF AMERICA INC. a Washington corporation, and GOLDEN BOY PORTALES, LLC, a Delaware limited liability company.

2. **Plan of Merger.** The Agreement and Plan of Merger is attached as Exhibit A to these Articles and is incorporated hereby by reference.

3. **Approvals.**

(a) The merger was duly approved by the Board of Directors and the Sole Shareholder of Nuts Distributor of America Inc. pursuant to RCW 23B.11.030 of the Washington Business Corporation Act.

(b) The merger was duly approved by the Sole Member of Golden Boy Portales, LLC pursuant to § 18-209 of the Delaware Limited Liability Company Act.

4. **Effective Date.** Pursuant to the Plan of Merger, the merger shall become effective May 25, 2018.

Dated this 21st day of May, 2018.

NUTS DISTRIBUTOR OF AMERICA, INC.

By: 
Name: Diedde J. Gray
Title: Secretary

AGREEMENT AND PLAN OF MERGER
between
NUTS DISTRIBUTOR OF AMERICA INC.
and
GOLDEN BOY PORTALES, LLC

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of May 21, 2018 by and between Nuts Distributor of America Inc., a Washington corporation ("NDA") and Golden Boy Portales, LLC, a Delaware limited liability company ("GBP") and together with NDA, the "Merging Entities").

WHEREAS, the sole member of GBP and the board of directors and the sole shareholder of NDA deem it advisable and in the best interests of their respective entities to adopt a plan of merger whereby on May 25, 2018 (the "Effective Date"), the Merging Entities will merge with and into NDA (the "Merger"); and

WHEREAS, the sole member of GBP and the board of directors and the sole shareholder of NDA have adopted and approved the Merger in accordance with, as applicable, the Washington Business Corporation Act ("Washington Corporation Act") and the Delaware Limited Liability Company Act (the "Delaware LLC Act" and together with the Washington Corporation Act, the "Applicable Laws"), upon the terms and subject to the conditions of this Agreement and have approved and adopted this Agreement and authorized the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I
THE MERGER

SECTION 1.01. The Merger. On the Effective Date, upon the terms and subject to the conditions of this Agreement, (i) the Merging Entities shall be merged with and into NDA in accordance with the Applicable Laws, (ii) the separate existence of the Merging Entities shall cease, and (iii) NDA shall be the surviving entity in the Merger.

SECTION 1.02. Filing and Effectiveness. Prior to May 25, 2018, each Merging Entity will file a certificate of merger with the Secretary of State of the State of Delaware and articles of merger with the Secretary of State of the State of Washington, as applicable, each in accordance with the applicable provisions of the Applicable Laws. The Merger shall become effective on the Effective Date.

ARTICLE II
EFFECTS OF THE MERGER

SECTION 2.01. Cancellation of Limited Liability Company Interests of GBP. On the Effective Date, all of the limited liability company interests of GBP which are issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled for no consideration.

SECTION 2.02. Common Stock of NDA. Each share of NDA issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a share in NDA as the surviving entity.

SECTION 2.03. Effective Date. On the Effective Date:

(a) the Bylaws of NDA in effect immediately prior to the Effective Date shall be the Bylaws of NDA, as the surviving entity, until further amended or supplemented in accordance with its terms and the provisions of the Washington Corporation Act;

(b) the articles of incorporation of NDA in effect immediately prior to the Effective Date shall be the articles of incorporation of NDA, as the surviving entity, until further amended or supplemented in accordance with its terms and the provisions of the Washington Corporation Act.

(c) the directors of NDA immediately prior to the Effective Date shall be the directors of NDA, as the surviving entity, until their respective successors shall have been duly elected and qualified or until their earlier death, resignation or removal;

(d) the officers of NDA immediately prior to the Effective Date shall be the officers of NDA, as the surviving entity, until their respective successors shall have been duly elected and qualified or until their earlier death, resignation or removal; and

(e) NDA, as the surviving entity, shall possess all of the property, rights, privileges, interests, franchises, patents, trademarks, licenses, registrations, and all other assets of every kind and description, and shall be subject to all of the restrictions, disabilities and duties of the Merging Entities; and each and all of the property, rights, privileges, interests, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Merging Entities, and all property, real, personal and mixed, and all debts due to the Merging Entities on whatever account, stock subscriptions and other things in action or belonging to the Merging Entities shall be vested in NDA as the surviving entity; and all the property, rights, privileges, interests, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Merging Entities shall be thereafter the property of NDA as the surviving entity as they were of the Merging Entities, and the title to any real estate, vested by deed or otherwise, under the Applicable Laws in the Merging Entities shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors of the Merging Entities and all liens upon any property of the Merging Entities shall be preserved unimpaired and all debts, liabilities and duties of the Merging Entities shall thenceforth attach to NDA as the surviving entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. The officers of the Merging Entities are authorized to execute all deeds, assignments, and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.

ARTICLE III MISCELLANEOUS

SECTION 3.01. Amendment. This Agreement may not be amended except by an

instrument in writing signed by the parties hereto.

SECTION 3.02. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

SECTION 3.03. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to the respective parties when delivered in person, by facsimile, or when received by registered or certified mail (postage prepaid, return receipt requested), at their respective principal executive offices or at such other address as the person to whom notice is given may have previously furnished to the other in writing in the manner set forth above (provided that notice of any change of address shall be effective only upon receipt thereof).

SECTION 3.04. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington, without regard to its conflicts of law principles.

SECTION 3.05. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

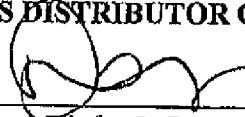
SECTION 3.06. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 3.07. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

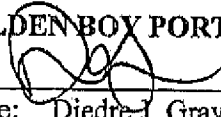
[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

NUTS DISTRIBUTOR OF AMERICA INC.

By: 
Name: Diedre J. Gray
Title: Secretary

GOLDEN BOY PORTALES, LLC

By: 
Name: Diedre J. Gray
Title: Secretary

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO
A FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

FIRST: The name of the surviving Corporation is **Nuts Distributor of America Inc.**, a Foreign Corporation.

SECOND: The jurisdiction in which this Corporation was formed is Washington.

THIRD: The name of the Limited Liability Company being merged into the Corporation is **Golden Boy Portales, LLC**, a Delaware Limited Liability Company.

FOURTH: The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

FIFTH: The name of the surviving foreign Corporation is **Nuts Distributor of America Inc.**

SIXTH: The merger is to become effective on May 25, 2018.

SEVENTH: An agreement of merger or consolidation is on file at a place of business of the surviving foreign Corporation and the address thereof is 2503 S. Hanley Road, St. Louis, Missouri 63144.

EIGHTH: A copy of the agreement of merger or consolidation will be furnished by the surviving foreign Corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

NINETH: The surviving foreign Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is c/o Post Holdings, Inc., 2503 S. Hanley Road, St. Louis, MO 63144.

IN WITNESS WHEREOF, said Foreign Corporation has caused this certificate to be signed by its authorized officer, this 21st day of May, A.D., 2018.

NUTS DISTRIBUTOR OF AMERICA
INC.

By: 
Name: Diedre J. Gray
Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:18 AM 05/22/2018
FILED 11:18 AM 05/22/2018

SR 20184115798 - File Number 5503381

RECORDED: 05/25/2018

**TRADEMARK
REEL: 006336 FRAME: 0898**