

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528600

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 07/02/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Simmons Pet Food NJ, Inc. | | 07/02/2018 | Corporation: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Simmons Pet Food, Inc. | | |
| Street Address: | 601 North Hico | | |
| City: | Siloam Springs | | |
| State/Country: | ARKANSAS | | |
| Postal Code: | 72761 | | |
| Entity Type: | Corporation: ARKANSAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0616316 | CADILLAC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9185841718 | | |
| <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: | 9185872000 | | |
| Email: | mkachigian@hjkwlaw.com | | |
| Correspondent Name: | Head, Johnson, Kachigian & Wilkinson, PC | | |
| Address Line 1: | 228 West 17th Place | | |
| Address Line 4: | Tulsa, OKLAHOMA 74119 | | |
| ATTORNEY DOCKET NUMBER: | SIM430-20/18182-MGK | | |
| NAME OF SUBMITTER: | Mark G. Kachigian | | |
| SIGNATURE: | /markgkachigian/ | | |
| DATE SIGNED: | 06/20/2019 | | |
| Total Attachments: 8 | | | |
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STATE OF ARKANSAS



Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas 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

SIMMONS PET FOOD NJ, INC.

with and into

SIMMONS PET FOOD, INC.

filed in this office July 2, 2018.



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 2nd day of July, 2018.

Mark Martin

Arkansas Secretary of State

TRADEMARK

REEL: 006674 FRAME: 0954



ARTICLES OF MERGER

SIMMONS PET FOOD NJ, INC. WITH AND INTO SIMMONS PET FOOD, INC.

Pursuant to the Arkansas Business Corporation Act of 1987 (the "Act"), the undersigned parties desiring to effect a merger, submit these Articles of Merger.

(1) The name, form and jurisdiction of incorporation for each constituent corporation are as follows:

Simmons Pet Food NJ, Inc., a corporation formed under the laws of the State of New Jersey; and

Simmons Pet Food, Inc., a corporation formed under the laws of the State of Arkansas.

(2) The surviving corporation in the merger is Simmons Pet Food, Inc., a corporation formed under the laws of the State of Arkansas (the "Surviving Corporation").

(3) The merger shall become effective as of 11:59 p.m. Central time on June 30, 2018.

(4) The merger has been approved, as to the Surviving Corporation, as required by and in compliance with the Act, the governing statute of the Surviving Corporation. The merger has been approved, as to Simmons Pet Food NJ, Inc., as required by and in compliance with the New Jersey Business Corporation Act, the governing statute of Simmons Pet Food NJ, Inc.

(5) The plan of merger is on file at the offices of the Surviving Corporation at 601 N. Hico, Siloam Springs, Arkansas 72761. A copy of the plan of merger will be furnished by the Surviving Corporation on request and without cost to any shareholder of Simmons Pet Food, Inc. or Simmons Pet Food NJ, Inc.

IN WITNESS WHEREOF, each constituent corporation has caused its corporate name to be subscribed by an authorized officer on this 27th day of June, 2018.

Simmons Pet Food, Inc.

By: Kerry J. Hairston I

Name: Kerry J. Hairston I

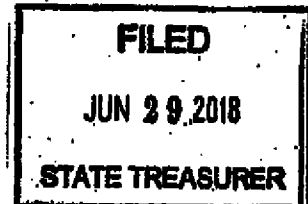
Title: Senior Vice President of Finance and Treasurer

Simmons Pet Food NJ, Inc.

By: Kerry J. Hairston I

Name: Kerry J. Hairston I

Title: Vice President of Finance and Treasurer



CERTIFICATE OF MERGER
OF
SIMMONS PET FOOD NJ, INC.
WITH AND INTO
SIMMONS PET FOOD, INC.

0400397640

Pursuant to N.J.S. 14A:10-7, the undersigned corporations do hereby certify to the information relating to the merger of Simmons Pet Food NJ, Inc., a New Jersey corporation, with and into Simmons Pet Food, Inc., an Arkansas corporation authorized to transact business in New Jersey, as follows:

- (1) The name of the surviving corporation is Simmons Pet Food, Inc.
- (2) The names and jurisdiction of incorporation for each participating corporation are as follows:
 Simmons Pet Food NJ, Inc., a New Jersey corporation (NJ #0100477624); and
 Simmons Pet Food, Inc., an Arkansas corporation (NJ # 0400397640).
- (3) The Agreement and Plan of Merger (the "Plan of Merger"), pursuant to which Simmons Pet Food NJ, Inc. is to be merged with and into Simmons Pet Food, Inc., is annexed hereto as Appendix A.
- (4) The Plan of Merger was approved and adopted on June 15, 2018.
- (5) The Plan of Merger was adopted and approved by the board of directors and the sole shareholder of Simmons Pet Food NJ, Inc. pursuant to a Written Consent to Action in Lieu of a Special Meeting of the Board of Directors of Simmons Pet Food NJ, Inc. and a Unanimous Written Consent of the Sole Shareholder of Simmons Pet Food NJ, Inc., respectively.
- (6) The Plan of Merger was adopted and approved by the board of directors of Simmons Pet Food, Inc. pursuant to a Written Consent to Action in Lieu of a Special Meeting of the Board of Directors of Simmons Pet Food, Inc. pursuant to the Arkansas Business Corporation Act of 1987 (the "ABCA"), the governing statute of Simmons Pet Food, Inc. Pursuant to Section 4-27-1107 of the ABCA, action by the shareholders of Simmons Pet Food, Inc. with respect to the merger and/or Plan of Merger is not required. The applicable provisions of the ABCA with respect to this merger have been complied with.
- (7) Simmons Pet Food, Inc., an Arkansas corporation, is authorized to transact business in New Jersey. Simmons Pet Food, Inc. agrees that it may be served with process in New Jersey in any proceeding for the enforcement of any obligation of any domestic corporation or any foreign corporation, previously amenable to suit in New Jersey, which is a party to this merger, and in any proceeding for the enforcement of the rights of a dissenting shareholder of Simmons Pet Food NJ, Inc. against Simmons Pet Food, Inc.

(8) Simmons Pet Food, Inc. irrevocably appoints the New Jersey Division of Revenue as its agent to accept service of process in any proceeding referred to in (7) above. The post office address to which the Division of Revenue shall mail a copy of the process in such a proceeding is:

601 N. Hico
Siloam Springs, AR 72761
Attn: General Counsel

(9) Simmons Pet Food, Inc. agrees that it will promptly pay to the dissenting shareholders of Simmons Pet Food NJ, Inc. the amounts, if any, to which they shall be entitled under the provisions of the New Jersey Business Corporation Act with respect to the rights of dissenting shareholders.

(10) The merger shall become effective as of 11:59 p.m. Central time on June 30, 2018.

IN WITNESS WHEREOF, each constituent corporation has caused its corporate name to be subscribed by an authorized officer on this 16th day of June, 2018.

Simmons Pet Food NJ, Inc.

By: Kerry L. Hairston
Name: Kerry L. Hairston
Title: Vice President of Finance and Treasurer

Simmons Pet Food, Inc.

By: Kerry L. Hairston
Name: Kerry L. Hairston
Title: Senior Vice President of Finance and Treasurer

APPENDIX A**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of June 15, 2018, by and between SIMMONS PET FOOD, INC., an Arkansas corporation ("Simmons Pet"), and SIMMONS PET FOOD NJ, INC., a New Jersey corporation ("Pet Food NJ").

WHEREAS, Pet Food NJ is an indirect, wholly owned subsidiary of Simmons Pet; and

WHEREAS, the respective Boards of Directors of Simmons Pet and Pet Food NJ have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its shareholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, Pet Food NJ will merge with and into Simmons Pet, with Simmons Pet as the surviving corporation (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Merger.** At the Effective Time (as defined in Section 2 below), Pet Food NJ shall be merged with and into Simmons Pet. Upon the Effective Time, the separate corporate existence of Pet Food NJ shall cease, and Simmons Pet shall continue as the surviving corporation (the "Surviving Corporation").
- 2. Effective Time.** Subject to the provisions of this Agreement, as soon as practicable following the approval and adoption of this Agreement, the parties shall duly prepare, execute and file (i) the articles of merger (the "Articles of Merger") with the Secretary of State of the State of Arkansas in accordance with the Arkansas Business Corporation Act of 1987 (the "ABCA") and (ii) the certificate of merger ("Certificate of Merger") with the Secretary of State of the State of New Jersey in accordance with the New Jersey Business Corporation Act (the "NJBCA"), with respect to the Merger. The Merger shall become effective as of 11:59 p.m. Central time on June 30, 2018 (the "Effective Time"), which date shall be specified in the Articles of Merger and Certificate of Merger.
- 3. Effect of Merger.** The Merger shall have the effects set forth in the ABCA, including, without limitation, Section 4-27-1110 of the ABCA, and in the NJBCA. Without limiting the generality of the foregoing, at the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of Pet Food NJ shall vest in Simmons Pet, as the Surviving Corporation, and all debts, liabilities, obligations and duties of Pet Food NJ shall become the debts, liabilities, obligations and duties of Simmons Pet, as the Surviving Corporation.
- 4. Organizational Documents.** The bylaws of Simmons Pet in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or

by the ABCA, and the articles of incorporation of Simmons Pet in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the ABCA.

5. Directors and Officers. The directors and officers of Simmons Pet immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the ABCA.

6. Conversion of Securities. No conversion of the securities of Pet Food NJ into securities of the Surviving Corporation shall be necessary or provided in the Merger. Accordingly, at the Effective Time, by virtue of the Merger and without any action on the part of Simmons Pet or Pet Food NJ or the holders of shares of capital stock of Pet Food NJ:

(a) each share of common stock of Pet Food NJ, no par value, issued and outstanding immediately prior to the Effective Time, will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Simmons Pet issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

7. Entire Agreement. This Agreement, including the documents and instruments referred to herein, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification: Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
13. **Abandonment.** At any time before the Effective Time, this Agreement may be terminated and the Merger abandoned by the Board of Directors of Simmons Pet or Pet Food NJ, notwithstanding the approval of this Agreement by the Board of Directors or shareholders of Simmons Pet and Pet Food NJ.
14. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or its successors and assigns, there shall be executed and delivered on behalf of Pet Food NJ such deeds, assignments, and other instruments, and there shall be taken or caused to be taken by it all such further action as shall be appropriate, advisable, or necessary to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Pet Food NJ and otherwise carry out the purposes of this Agreement.
15. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arkansas except to the extent that the laws of the State of New Jersey would apply in matters relating to the internal affairs of Pet Food NJ and the Merger.
16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIMMONS PET FOOD, INC.

By: /s/ Jason Godsey
Name: Jason Godsey
Title: President and Chief Operating Officer

SIMMONS PET FOOD NJ, INC.

By: /s/ Mark Wiens
Name: Mark Wiens
Title: Executive Vice President and Chief Financial Officer

Signature Page