

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/05/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
More Than Gourmet Holdings, Inc		12/05/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	More Than Gourmet, Inc.		
Street Address:	929 Home Ave		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44310		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87954949	BARISTA BROTH	
CORRESPONDENCE DATA			
Fax Number:	9094774619		
<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:	9094774813		
Email:	corinne.perez@ajinomotofoods.com		
Correspondent Name:	Corinne Perez		
Address Line 1:	4200 E Concours St		
Address Line 4:	Ontario, CALIFORNIA 91764		
NAME OF SUBMITTER:	Corinne Perez		
SIGNATURE:	/corinneperez/		
DATE SIGNED:	01/09/2020		
Total Attachments: 12			
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Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Certificate of Merger

Filing Fee: \$99

(154-MER)

Forms Must Be Typed

In accordance with the requirements of Ohio law, the undersigned corporations, banks, savings banks, savings and loan associations, limited liability companies, partnerships, limited partnerships and/or limited liability partnerships, desiring to effect a merger, set forth the following facts

1. (Surviving) Entity

A. Name of Entity Surviving the Merger

More Than Gourmet, Inc.

B. Name Change: As a result of this merger, the name of the surviving entity has changed to the following

(Complete only if name of surviving entity is changing through the merger)

C. The surviving entity is a (Please check the appropriate box and fill in the appropriate blanks)

1. Domestic (Ohio entity) Foreign (Non-Ohio Entity)

Jurisdiction of formation

2. Charter/Registration/License Number

928615

(If licensed in Ohio as domestic or foreign)

- 3. For-Profit Corporation
- Nonprofit Corporation
- For-Profit Limited Liability Company
- Nonprofit Limited Liability Company
- Partnership
- Limited Partnership
- Limited Liability Partnership
- Unincorporated Nonprofit Association

II. CONSTITUENT ENTITY

Provide the name, Ohio charter/license/registration number, type of entity, jurisdiction of formation, for each entity merging out of existence. (If this is insufficient space to reflect all merging entities, please attach a separate sheet listing the additional merging entities).

Entity Name	Ohio Charter/License/Registration Number	Jurisdiction of Formation	Type of Entity
More Than Gourmet Holdings, Inc.	1049993		FPC
Culinary Ingredient Group, LLC	1695457		FPLLC
Gourmet International Properties, LTD	1125090		FPLLC

III. MERGER AGREEMENT ON FILE

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the merger agreement upon written request

AJINOMOTO LEGAL DEPARTMENT- CYNTHIA MINEROS

Name

4200 E. CONCOURS DR., STE. 100

Mailing Address

ONTARIO

City

California

State

91764

Zip Code

IV. EFFECTIVE DATE OF MERGER

This merger is to be effective on (The date specified must be on or after the date of the filing. If no date is specified, the date of filing will be the effective date of the merger).

V. MERGER AUTHORIZED

Each constituent entity has complied with the laws under which it exists and the laws permit the merger. The agreement of merger is authorized on behalf of each constituent entity and each person who signed the certificate on behalf of each entity is authorized to do so.

VI. STATEMENT OF MERGER

Upon filing this Certificate of Merger, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity.

VII. STATUTORY AGENT - To be filed ONLY if the surviving entity is a foreign entity not licensed in Ohio.

If the surviving entity is a foreign entity NOT licensed to transact business in Ohio, provide the name and address of a statutory agent upon whom any process, notice or demand may be served.

[Empty text box for Name of Statutory Agent]

Name of Statutory Agent

[Empty text box for Mailing Address]

Mailing Address

[Empty text box for City]

City

[Empty text box for State]

OH

State

[Empty text box for ZIP Code]

ZIP Code

VIII. AMENDMENTS

If a domestic corporation, limited liability company or limited partnership survives the merger, any amendments to the entity's articles of incorporation, articles of organization, or certificate of limited partnership of the surviving domestic entity shall be filed with the certificate of merger.

Amendments are attached

No Amendments

If you are amending the total number of shares, please complete this box so the appropriate filing fee is charged.

Total number of shares previously listed in the Articles or other Amendments with the Ohio Secretary of State:

[Empty text box for previous shares]

With the submission of this amendment, NEW total number of shares:

[Empty text box for new shares]

IX. REQUIREMENTS OF CORPORATIONS MERGING OUT OF EXISTENCE

If a domestic corporation or foreign corporation licensed to transact business in Ohio is a constituent entity and the surviving entity is not a domestic corporation or foreign corporation to be licensed in Ohio, the certificate of merger must be accompanied by the affidavits, receipts, certificates, or other evidence required by division (H) of section 1701.86 division (G) of section 1702.47 of the Revised Code with respect to each domestic constituent corporation, and/or by the affidavits, receipts, certificates, or other evidence required by division (C) or (D) of section 1703.17 of the Revised Code with respect to each foreign constituent corporation licensed to transact business in Ohio.

X. QUALIFICATION OR LICENSE OF FOREIGN SURVIVING ENTITY

A surviving foreign entity that wishes to qualify in Ohio as part of the merger must file an additional form, as listed below, but no additional filing fee is required.

Foreign Qualifying Corporation - Form 530A or B and Certificate of Good Standing

Foreign Notice (If qualifying entity is a foreign bank, savings bank, or savings and loan association) - Form 552

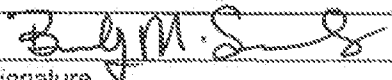
Foreign Qualifying Limited Liability Company - Form 533B

Foreign Qualifying Limited Partnership - Form 531B

Foreign Qualifying Limited Liability Partnership - Form 537 and Evidence of Existence in Jurisdiction of Formation

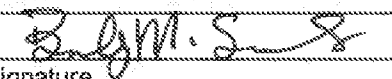
The undersigned constituent entities (constituent entities include all merging and surviving entities) have caused this certificate of merger to be signed by their duly authorized officers, partners and representatives.

More Than Gourmet, Inc.
Name of entity

By: 
Signature

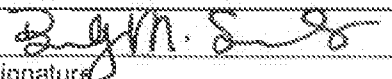
Its: President
Title

More Than Gourmet Holdings, Inc.
Name of entity

By: 
Signature

Its: President
Title

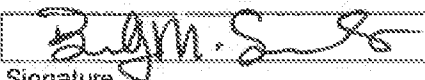
Gourmet International Properties, Ltd.
Name of entity

By: 
Signature

Its: President
Title

An authorized representative of each constituent corporation, partnership, or entity must sign the merger certificate (ORC 1701.81(A), 1702.43 (A), 1705.38(A), 1776.70(A), 1782.433(A)). this includes all merging and surviving entities.

Culinary Ingredient Group, LLC
Name of entity

By: 
Signature

Its: President
Title

MERGER AGREEMENT

This Merger Agreement (this "Agreement"), dated November 25, 2019, is among the following parties:

- More Than Gourmet Holdings, Inc., an Ohio corporation ("MTGH");
- More Than Gourmet, Inc., an Ohio corporation ("MTG");
- Gourmet International Properties, Ltd., an Ohio limited liability company ("GIP"); and
- Culinary Ingredient Group, LLC, an Ohio limited liability company ("CIG")

MTGH is an Ohio corporation, 50.1% of the issued and outstanding shares of which are owned by Ajinomoto Health & Nutrition North America, Inc. ("AHN") and 49.9% by Culinary Group Holdings, LLC ("CGH"). The registered agent for MTGH is Corporation Service Company, 50 West Broad Street, Suite 1330, Columbus, OH 43215.

MTG is an Ohio corporation, 100% of the issued and outstanding shares of which are owned by MTGH. The registered agent for MTG is Corporation Service Company, 50 West Broad Street, Suite 1330, Columbus, OH 43215.

GIP is an Ohio LLC, 100% of the issued and outstanding shares of which are owned by MTGH. The registered agent for GIP is Corporation Service Company, 50 West Broad Street, Suite 1330, Columbus, OH 43215.

CIG is an Ohio LLC, 100% of the issued and outstanding shares of which are owned by MTG. The registered agent for CIG is Corporation Service Company, 50 West Broad Street, Suite 1330, Columbus, OH 43215.

The Board of Directors of each of the parties to this Agreement deems it to the benefit and advantage of each of the companies and their owners that:

1. MTGH, MTG, GIP, and CIG merge pursuant to the laws of the state of Ohio, with MTG as the surviving corporation; and
2. As full compensation for the merger, MTG shall issue 501 shares of its common stock to AHN and 499 shares of its common stock to CGH, representing the same ultimate share ownership percentages as prior to the merger.

The Board of Directors of each of the parties to this Agreement has duly authorized the execution of the same.

In consideration of the foregoing and the mutual agreements hereinafter set forth, the parties hereto agree that in accordance with the provisions of the laws of the state of Ohio, MTGH, GIP, and CIG shall be merged into MTG according to the terms and conditions in this Agreement.

ARTICLE I

Except as herein specifically set forth, the corporate existence of MTG, with all of its purposes, powers, and objects, shall continue in effect and unimpaired by the merger, and the legal identity and existence, with all of the purposes, powers, and objects of MTGH, GIP, and CIG shall be merged into MTG, and MTG, as the corporation surviving the merger (hereinafter sometimes referred to as the "Surviving Corporation"), shall be fully vested therewith. The separate existence and legal organization of MTGH, GIP, and CIT shall cease as soon as the merger shall become effective as herein provided. Complying with the requirements of the laws of the state of Ohio, this Agreement and Certificate of Merger shall be filed in the offices of the Secretary of State in the state of Ohio. The merger shall become effective as soon as the Certificate of Merger is filed in the state of Ohio (the "Effective Date").

ARTICLE II

Upon the Effective Date, the Articles of Incorporation of MTG shall be the Articles of Incorporation of the Surviving Corporation, as amended or restated.

ARTICLE III

Upon the Effective Date, the Code of Regulations of MTG shall be the Bylaws of the Surviving Corporation, as amended or restated.

ARTICLE IV

Upon the Effective Date, the Surviving Corporation shall continue in existence and, without further transfer, succeed to and possess all the rights, privileges, and purposes of MTGH, GIP, and CIT; all of the property and assets of MTGH, GIP, and CIT shall vest in the Surviving Corporation without further act of deed; and the Surviving Corporation shall be liable for all of the liabilities, obligations and penalties of MTGH, GIP, and CIT. No liability or obligation due or to become due, claim or demand for any cause existing against either corporation, or any shareholder, officer, director or employee thereof, shall be released or impaired by such merger. No action or proceeding, whether civil or criminal, then pending by or against MTGH, GIP, or CIT or any shareholder, officer, director or employee thereof shall abate or be discontinued by such merger, but may be enforced, prosecuted, defended, settled or compromised as if such merger had not occurred or the Surviving Corporation may be substituted in any action or proceeding in place of MTGH, GIP, or CIT. If at any time MTGH, GIP, or CIT shall consider or be advised that any further assignments, conveyance or assurances in law are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property or rights of MTGH, GIP, or CIT, or otherwise to carry out the provisions hereof, the proper officers and directors of MTG, as of the effective date of the merger, shall execute and deliver any and all proper deeds, bills of sale, and assignments, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the provisions hereof.

ARTICLE V

The consideration to be paid by MTG in consideration of the merger shall be 1,000 shares of MTG common stock, of which 501 shall be issued to AHN and 499 to CGH. Accordingly, upon the effective date of the merger, the capitalization and stock ownership percentage of the Surviving Corporation shall remain the same as that of MTGH prior to the merger and shall not be affected by the merger.

ARTICLE VI

The officers and directors of MTG on the effective date of the merger shall serve as the officers and directors of the Surviving Corporation.

ARTICLE VII

All acts, plans, policies, approvals and authorizations of MTGH, GIP, and CIT, its owners, officers and agents, which were valid and effective immediately prior to the Effective Date of the merger shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on MTGH, GIP, and CIT. The employees of MTGH, GIP, and CIT shall become the employees of the Surviving Corporation and will become subject to the rights and benefits provided by the Surviving Corporation. It is intended that the transaction described herein qualified as a reorganization within the provisions of the Internal Revenue Code of 1954, as amended.

ARTICLE VIII

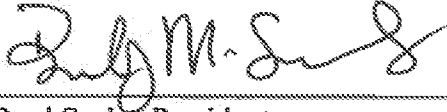
This Agreement has been duly approved by the owners of each of the parties.

ARTICLE IX

This Agreement and the merger may be terminated and abandoned by resolution of the Board of Directors of any of the four companies that are parties to this Agreement prior to the merger becoming effective. In the event of the termination and abandonment of this Agreement and the merger pursuant to the foregoing provisions of this Article IX, this Agreement shall become void and of no further effect without any liability on the part of either of the companies or their shareholders or the directors or officers in respect thereof.

IN WITNESS WHEREOF, each party to this Agreement and Plan of Merger, pursuant to authority duly given by its respective Board of Directors, has caused this Agreement and Plan of Merger to be executed on its behalf by the duly authorized individual noted below, as of the date first above written.

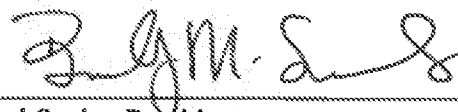
More Than Gourmet Holdings, Inc.



Brad Sacks, President

Date: December 4, 2019

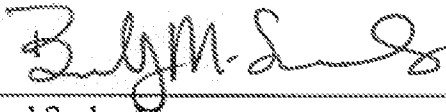
More Than Gourmet, Inc.



Brad Sacks, President

Date: December 4, 2019

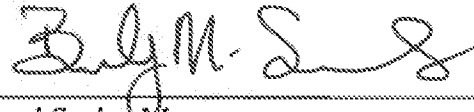
Gourmet International Properties, Ltd.



Brad Sacks, Manager

Date: December 4, 2019

Culinary Ingredient Group, LLC



Brad Sacks, Manager

Date: December 4, 2019

**JOINT UNANIMOUS WRITTEN CONSENT
OF THE
SHAREHOLDERS AND
BOARD OF DIRECTORS OF
MORE THAN GOURMET HOLDINGS, INC.**

Effective Date: November 25, 2019

The undersigned, comprising all of the shareholders and members of the Board of Directors of More Than Gourmet Holdings, Inc., an Ohio corporation (the "Company"), adopt the following resolution and authorize the following action in lieu of holding a formal meeting, as permitted by Ohio law.

Merger

Believing it to be in the best interest of the Company, the shareholders and members of the Board of Directors unanimously approve the merger of the Company into More Than Gourmet, Inc. ("MTG"), the Company's wholly-owned subsidiary, with MTG as the surviving entity, all in accordance with the terms and conditions set forth in the Merger Agreement attached as Exhibit A. The shareholders and members of the Board of Directors authorize and direct the officers of the Company, including Brad Sacks in his capacity as President and Paul Taylor in his capacity as Secretary, to sign the attached Merger Agreement, to file a Certificate of Merger in the state of Ohio, and to take all other action necessary to effect this merger.

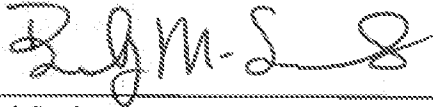
Shareholders:

Tatsuya Sato, President
Ajinomoto Health & Nutrition North America, Inc.



Brad Sacks, President
Culinary Group Holdings, LLC

Directors:



Brad Sacks

Tatsuya Sato

Ryoichi Ebata

**JOINT UNANIMOUS WRITTEN CONSENT
OF THE
SOLE SHAREHOLDER AND
SOLE DIRECTOR OF
MORE THAN GOURMET, INC.**

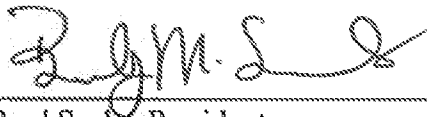
Effective Date: November 25, 2019

The undersigned, comprising the sole shareholder and sole director of More Than Gourmet, Inc., an Ohio corporation (the "Company"), adopt the following resolution and authorize the following action in lieu of holding a formal meeting, as permitted by Ohio law.

Merger

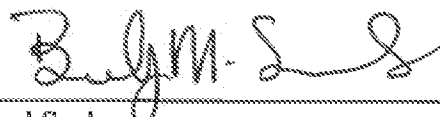
Believing it to be in the best interest of the Company, the sole shareholders and the sole director unanimously approve the merger of the Company with More Than Gourmet Holdings, Inc., Gourmet International Properties, Ltd., and Culinary Ingredient Group, LLC, with the Company as the surviving entity, all in accordance with the terms and conditions set forth in the Merger Agreement attached as Exhibit A. The sole shareholder and sole director authorize and direct the officers of the Company, including Brad Sacks in his capacity as President and Paul Taylor in his capacity as Secretary, to sign the attached Merger Agreement, to file a Certificate of Merger in the state of Ohio, and to take all other action necessary to effect this merger.

Sole Shareholder:



Brad Sacks, President
More Than Gourmet Holdings, Inc.

Sole Director:



Brad Sacks

**JOINT UNANIMOUS WRITTEN CONSENT
OF THE
SOLE MEMBER AND MANAGER OF
GOURMET INTERNATIONAL PROPERTIES, LTD.**

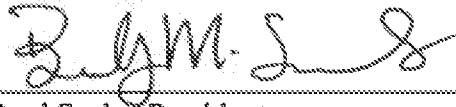
Effective Date: November 25, 2019

The undersigned, comprising the sole member and manager of Gourmet International Properties, Ltd., an Ohio limited liability company (the "Company"), adopt the following resolution and authorize the following action in lieu of holding a formal meeting, as permitted by Ohio law.

Merger

Believing it to be in the best interest of the Company, the sole member and the manager approve the merger of the Company into More Than Gourmet, Inc. ("MTG"), with MTG as the surviving entity, all in accordance with the terms and conditions set forth in the Merger Agreement attached as Exhibit A. The sole member and manager authorize and direct the officers of the Company, including Brad Sacks in his capacity as President, to sign the attached Merger Agreement, to file a Certificate of Merger in the state of Ohio, and to take all other action necessary to effect this merger.

Sole Member:



Brad Sacks, President
More Than Gourmet Holdings, Inc.

Manager:



Brad Sacks

**JOINT UNANIMOUS WRITTEN CONSENT
OF THE
SOLE MEMBER AND MANAGER OF
CULINARY INGREDIENT GROUP, LLC**

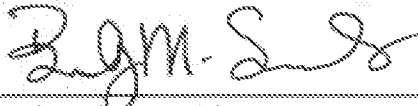
Effective Date: November 25, 2019

The undersigned, comprising the sole member and manager of Culinary Ingredient Group, LLC, an Ohio limited liability company (the "Company"), adopt the following resolution and authorize the following action in lieu of holding a formal meeting, as permitted by Ohio law.

Merger

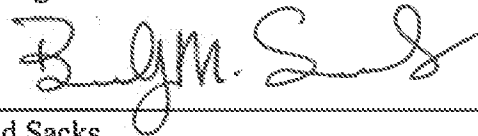
Believing it to be in the best interest of the Company, the sole member and the manager approve the merger of the Company into More Than Gourmet, Inc. ("MTG"), with MTG as the surviving entity, all in accordance with the terms and conditions set forth in the Merger Agreement attached as Exhibit A. The sole member and manager authorize and direct the officers of the Company, including Brad Sacks in his capacity as President, to sign the attached Merger Agreement, to file a Certificate of Merger in the state of Ohio, and to take all other action necessary to effect this merger.

Sole Member:



Brad Sacks, President
More Than Gourmet, Inc.

Manager:



Brad Sacks