

11-04-1998



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OVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commis

the attached original documents or copy thereof.

MPA 10-26-98

1. Name of conveying party(ies):

Mrs. Clark's Foods, Inc.

- Individual(s)
- General Partnership
- Corporation-State Iowa
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Articles Of Merger
- Merger
- Change of Name

Execution Date: August 27, 1998

2. Name and address of receiving party(ies)

Name: Mrs. Clark's Foods, L.C.

Internal Address: _____

Street Address: 740 S.E. Dalbey Drive

City: Ankeny State: Iowa Zip: 50021

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company - Iowa

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document form assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/259,318

B. Trademark Registration No.(s)
1,770,243

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael G. Voorhees

Internal Address: _____
Zarley, McKee, Thomte, Voorhees & Sease PLC

Street Address: _____
801 Grand Avenue, Suite 3200

City: Des Moines State: Iowa Zip: 50309

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed If the amount is insufficient please charge Deposit Acct. No. 26-0084.
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/02/1998 DMSUYEN 00000208 1770243

01 FC:481 40.00 OP
 02 FC:482 25.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael G. Voorhees

Michael G. Voorhees 10-22-98

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 1807 FRAME: 0470

ARTICLES OF MERGER
OF
MRS. CLARK'S FOODS, INC.
INTO
CLARK'S FOODS, L.C.

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220450 RECEIVED
AUG 28 1998
SECRETARY OF STATE

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TO THE SECRETARY OF STATE
OF THE STATE OF IOWA:

Pursuant to Section 490A.1204 of the Iowa Limited Liability Company Act and 490.1105 of the Iowa Business Corporation Act, the undersigned limited liability company and the undersigned corporation adopt the following articles of merger.

1. The names of the constituent entities to the merger are Clark's Foods, L.C., an Iowa limited liability company, and Mrs. Clark's Foods, Inc., an Iowa corporation. Mrs. Clark's Foods, Inc. is being merged with and into Clark's Foods, L.C. pursuant to the Plan of Merger attached hereto as Exhibit "1" and these Articles of Merger, with Clark's Foods, L.C. continuing as the surviving entity.
2. The Plan of Merger is attached hereto as Exhibit "1" and by this reference incorporated herein as if set forth in full (the "Plan").
3. The effective time and date of the merger is 11:59 p.m., August 31, 1998.
4. The name of the surviving entity is Clark's Foods, L.C., whose name will be changed to Mrs. Clark's Foods, L.C. by amending its Articles of Organization pursuant to the terms of the Plan.
5. The Plan was duly authorized and approved by Clark's Foods, L.C. in accordance with Section 490A.1203 of the Iowa Limited Liability Company Act.
6. The Plan was duly authorized and approved by Mrs. Clark's Foods, Inc. in accordance with Section 490.1103 of the Iowa Business Corporation Act. The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan as to Mrs. Clark's Foods, Inc. is as follows:

<u>Designation of Group</u>	<u>Outstanding Shares</u>	<u>Votes Entitled to be Cast</u>
Common	938,503	938,503

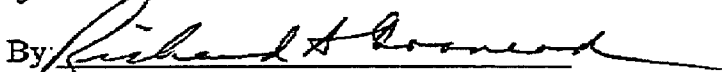
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The total number of undisputed votes cast for the Plan by the sole voting group of Mrs. Clark's Foods, Inc. was 938,503. The number of votes cast for the Plan by the sole voting group of Mrs. Clark's Foods, Inc. was sufficient for approval by that voting group.

Dated: August 27, 1998.

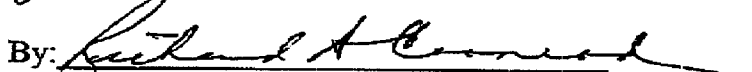
MRS. CLARK'S FOODS, INC.

By: 
Jerry Van Der Kamp, President

By: 
Richard A. Coonrod, Vice President

CLARK'S FOODS, L.C.

By: 
Jerry Van Der Kamp, President

By: 
Richard A. Coonrod, Vice President

PLAN OF MERGER

THIS PLAN OF MERGER ("Plan") is made and entered into as of the date set forth above the signatures hereto by and between Mrs. Clark's Foods, Inc., an Iowa corporation (the "Corporation"), and Clark's Foods, L.C., an Iowa limited liability company (the "LLC").

WHEREAS, the Corporation and the LLC desire to merge the Corporation with and into the LLC.

WHEREAS, the Board of Directors of the Corporation and the members of the LLC have determined that said merger be effectuated upon the terms and conditions set forth herein and therefore have, by resolutions duly adopted, approved this Plan, subject to the approval and adoption of this Plan by the shareholders of the Corporation.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants contained herein, the Corporation and the LLC hereby agree to and adopt the following plan of merger:

1. Merger. In accordance with the applicable provisions of the Iowa Business Corporation Act (the "IBCA") and the Iowa Limited Liability Company Act (the "LLCA"), the Corporation shall be merged with and into the LLC (the "Merger") at the Effective Time (as that term is defined in Section 2 below), with the LLC continuing as the surviving entity.

2. Effective Time. This Plan shall be submitted to a vote of the shareholders of the Corporation promptly following the execution hereof. If this Plan is approved by the shareholders of the Corporation in the manner required by the IBCA, the LLC and the Corporation shall, as soon as is practicable following satisfaction of the conditions precedent set forth herein, file Articles of Merger with the Iowa Secretary of State in accordance with the LLCA and the IBCA (the "Articles of Merger"). The Merger shall take effect at 11:59 p.m. on August 31, 1998 (the "Effective Time").

3. Stock and Units. In consideration for the assets of the Corporation to be received by the LLC, each share of common stock of the Corporation issued and outstanding at the Effective Time shall at that time be, by virtue of the Merger, and without any further action on the part of the Corporation or the holder thereof, automatically converted into the right to receive one (1) unit in the LLC. After the Effective Time, each holder of an outstanding certificate or certificates of common stock of the Corporation shall be entitled, upon surrender of the certificate or certificates, duly endorsed in blank for transfer, to the LLC for cancellation, to be issued one (1) unit in the LLC for each share of common stock of the Corporation represented by such certificate or certificates. Until so surrendered and exchanged, each such outstanding certificate which prior to the Effective Time represented shares of common stock of the Corporation shall be deemed as of and after the Effective Time for all purposes to evidence the ownership of the number of units in the LLC into which the same shall have been converted pursuant to this Section 3(a).

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EXHIBIT 1

TRADEMARK
REEL: 1807 FRAME: 0473

4. Effect of Merger. At the Effective Time:

(a) The Corporation will merge with and into the LLC, with the LLC continuing as the surviving entity, and the separate existence of the Corporation shall cease.

(b) The title to all real estate and other property owned by the Corporation shall be vested in the LLC without reservation or impairment.

(c) The LLC shall have all liabilities of the Corporation.

(d) The officers of the LLC shall continue in office as the officers of the LLC until their successors have been duly elected and qualified.

(e) The Articles of Organization of the LLC shall be amended by deleting Article I in its entirety and inserting the following in lieu thereof:

Article I

The name of the limited liability company is Mrs. Clark's Foods, L.C.

(f) The Merger shall otherwise have all of the effects of a merger as provided in Section 490.1106 of the IBCA and Section 490A.1205 of the LLCA.

5. Conditions Precedent to Merger. Every obligation of the parties hereto to be performed at the Effective Time shall be subject to the satisfaction on or before the Effective Time of each of the following conditions:

(i) All statutory requirements for the consummation of the transactions contemplated by this Plan and the Articles of Merger shall have been fully fulfilled.

(ii) All authorizations, orders, consents and approvals of all federal, state and local governmental agencies and authorities required to be obtained in order to permit the consummation of the transactions contemplated by this Plan and the Articles of Merger, if any, shall have been obtained and all applicable waiting periods imposed by law or by rule, regulation or order shall have expired.

(iii) All requisite action shall have been taken by the parties hereto in order to authorize this Plan and consummate the transactions contemplated hereby, including, without limitation, approval and adoption of this Plan by the shareholders of the Corporation in accordance with the IBCA.

(iv) No suit, action or other proceeding shall have been instituted or threatened before any court or other governmental body or by any public authority to restrain or prohibit the consummation of the transactions contemplated hereby or to obtain damages or other relief in connection with this Plan, and on or before the Effective Time, any public authority

which is required or requested to rule upon any transactions contemplated herein shall have so ruled favorably in writing. No claim, action, suit or proceeding shall be pending against the Corporation or the LLC which, if adversely determined, would prevent or hinder the consummation of the transactions contemplated hereby or result in the payment of damages as a result of such transactions.

(v) The Corporation's lender shall have consented to the transactions contemplated by this Plan of Merger.

6. Representations and Warranties of the Shareholders. Each shareholder of the Corporation shall be deemed, in connection with the surrender of their certificates to the LLC as provided herein, to represent and warrant to the LLC and the Corporation that the shareholder has the authority to surrender the certificate or certificates to the LLC and holds the certificate or certificates and owns the shares represented thereby free and clear of all liens, easements, restrictions, reservations, mortgages, security interests, stock pledge agreements, contracts of sale and all other encumbrances and adverse claims whatsoever.

7. Termination. This Plan and the Merger contemplated hereby may be terminated at any time prior to the Effective Time, whether before or after action thereon has been taken by the shareholders of the Corporation as follows:

(a) By mutual consent of the Board of Directors of the Corporation and the members of the LLC.

(b) By the Board of Directors of the Corporation or the members of the LLC, if any of the conditions precedent contained in Section 5 above shall not have been satisfied or is incapable of being satisfied on or before the Effective Time.

(c) By either party upon the failure of the shareholders of the Corporation to approve this Plan.

In the event of a termination pursuant to this Section 7, written notice of such termination shall be given to the other party, and this Plan shall terminate immediately upon receipt of such notice. If this Plan is terminated as provided herein, neither party shall have any further liability to the other; provided, however, that such termination shall not operate as a release of any liability or obligation accrued prior to or through the date of such termination.

8. Further Assurances. Upon request at any time after the Effective Time, the parties will forthwith execute and deliver such further instruments of assignment, transfer, conveyance, endorsement, direction or authorization and other documents as the parties, or their respective counsel, may reasonably request in order to effectuate the purposes of this Plan and the Merger. Without limiting the generality of the foregoing, if at any time the LLC shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect,

confirm or maintain of record in the LLC the title to any property or rights of the Corporation, or to otherwise carry out the provisions of this Plan, the Corporation and the persons who were the officers, directors and/or shareholders of the Corporation immediately prior to the Effective Time shall, as and when requested by the LLC, execute and deliver or cause to be executed and delivered any and all deeds, assignments, assurances or other instruments or documents and will take or cause to be taken all such further or other actions as the LLC, its successors or assigns, may deem necessary or desirable to vest, perfect, confirm or maintain title to any such property or rights in the LLC, its successors or assigns, or to otherwise to carry out the provisions of this Plan.

9. Entire Agreement This Plan constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

10. No Waiver, Modifications in Writing. No failure or delay on the part of either 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. Except as otherwise expressly provided herein, the remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Plan, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of this Plan, any waiver of any provision of this Plan, and any consent to any departure from the terms of any provision of this Plan, shall be effective only in the specific instance and for the specific purpose for which made or given.

11. Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of Iowa, but without regard to provisions thereof relating to conflicts of law.

12. Assignment. This Plan may not be assigned by either party without the prior written consent of the other party.

13. Headings and Captions. The titles or captions of sections and paragraphs in this Plan are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Plan, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Plan or any of its terms or conditions.

14. Counterparts. This Plan may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

15. Gender and Number. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

16. Binding Effect on Successors and Assigns. This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Plan, express or implied, is intended to confer upon any party other than the parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Plan.

IN WITNESS WHEREOF, the parties have executed this Plan as of the 27th day of August, 1998.

MRS. CLARK'S FOODS, INC.

CLARK'S FOODS, L.C.

By: *Jerry Van Der Kamp*
Jerry Van Der Kamp, President

By: *Jerry Van Der Kamp*
Jerry Van Der Kamp, President

By: *Richard A. Coonrod*
Richard A. Coonrod, Vice President

By: *Richard A. Coonrod*
Richard A. Coonrod, Vice President

FILED
IOWA
SECRETARY OF STATE

8/28/98
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