

05-31-2001

5-21-00



ET

Attorney Docket No.: 51545-0003

101734270

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Vlasic Farms, Inc. Ohio Corporation</p>	<p>2. Name and address of receiving party(ies):</p> <p>Money's Foods U.S. Inc. P.O. Box 169 Maidencreek Road Blandon, Pennsylvania 19510</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: February 3, 2000 Effective Date: February 3, 2000</p>	<p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Ohio <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p> <p>75/575,935</p>	<p>B. Trademark Registration No.(s):</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Stephanie M. Foster, Esq. Morgan, Lewis & Bockius LLP 1800 M Street, N.W. Washington, D.C. 20036</p> <p>Telephone: 202-467-7859 Facsimile: 202-467-7176 E-Mail: sfoster@morganlewis.com</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <u>40.00</u> <u> </u> x \$25.00 = \$ <u>00.00</u> Total \$ 40.00</p> <p><input checked="" type="checkbox"/> Authorized to charge any additional fees to deposit account</p> <p>8. Deposit account number: 13-4520</p>

MAY 21 2001

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.

Stephanie M. Foster, Esq.
Name of Person Signing

Stephanie M. Foster / *CFB*
Signature

5/21/01
Date

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



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form). To obtain the Forms Inventory List or for assistance, please

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Central Ohio: (614) 466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form
 Yes

CERTIFICATE OF MERGER

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

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

Vlastic Farms, Inc.

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

Money's Foods U.S. Inc.

(Completes 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)

- Domestic (Ohio) for-profit corporation, charter number 502210
- Domestic (Ohio) non-profit corporation, charter number _____
- Foreign (Non-Ohio) corporation incorporated under the laws of the state/country of _____ and licensed to transact business in the State of Ohio under license number _____
- Foreign (Non-Ohio) corporation incorporated under the laws of the state/country of _____ and NOT licensed to transact business in the state of Ohio, _____
- Domestic (Ohio) limited liability company, with registration number _____
- Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of _____ and registered to do business in the State of Ohio under registration number _____
- Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of _____ and NOT registered to do business in the State of Ohio. _____
- Domestic (Ohio) limited partnership, with registration number _____
- Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____
- Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of _____ and NOT registered to do business in the state of Ohio. _____
- Domestic (Ohio) partnership having limited liability, with the registration number _____

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Foreign (Non-Ohio) partnership having limited liability organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____

Foreign (Non-Ohio) non-profit incorporation under the laws of the state/country of _____ and licensed to transact business in the state of Ohio under license number _____

Foreign (Non-Ohio) non-profit incorporation under the laws of the state/country of _____ and not licensed to transact business in the state of Ohio.

II. MERGING ENTITY

The name, charter/license/registration number, type of entity, state/country of incorporation or organization, respectively, of which is a party to the merger are as follows: (If this is insufficient space to reflect all merging entities, please attach a separate sheet listing the merging entities)

Name	State/Country of Organization	Type of Entity
<u>Vlasic Farms, Inc. (502210)</u>	<u>Ohio</u>	<u>Corporation</u>
<u>Money's Foods (U.S.) Ltd.</u>	<u>Washington</u>	<u>Corporation</u>
_____	_____	_____
_____	_____	_____

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 agreement of merger upon written request:

<u>Len Bykowski</u>	<u>9770-199A Street</u>
<u>Langley, British Columbia</u> <small>(city, village or township)</small>	<u>Canada V1M2X7</u> <small>(state) (street and number) (zip code)</small>

IV. EFFECTIVE DATE OF MERGER

This merger is to be effective on: 2/3/2000 (if a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing, if no date is specified, the date of filing will be the effective date of the merger).

V. MERGER AUTHORIZED

The laws of the state or country under which each constituent entity exists, permits this merger. This merger was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so.

VI. STATUTORY AGENT

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

_____	_____
<small>(name)</small>	<small>(street and number)</small>
_____, Ohio	_____
<small>(city, village or township)</small>	<small>(zip code)</small>

(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct business in the state of Ohio)

VII. ACCEPTANCE OF AGENT

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity.

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Signature of Agent _____

(The acceptance of agent must be completed by domestic surviving entities if through this merger the statutory agent for the surviving entity has changed, or the named agent differs in any way from the name currently on record with the Secretary of State.)

VIII. STATEMENT OF MERGER

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

IX. AMENDMENTS

The articles of incorporation, articles of organization, certificate of limited partnership or registration of partnership having limited liability (circle appropriate term) of the surviving domestic entity have been amended. Please see attached "Exhibit A." (Please note, if there will be no change please state "no change")

X. QUALIFICATION OR LICENSURE OF FOREIGN SURVIVING ENTITY

A. The listed surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability desires to transact business in Ohio as a foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the state of Ohio. The name and complete address of the statutory agent is:

(name) _____ (street and number)
_____, Ohio
(city, village or township) _____ (zip code)

The subject surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability fails to designate another agent when required to do so, or if the foreign corporation's, bank's, savings bank's, savings and loan's, limited liability company's, limited partnership's, or partnership having limited liability's license or registration to do business in Ohio expires or is canceled.

B. The qualifying entity also states as follows: (Complete only if applicable)

1. Foreign Notice Under Section 1703.031

(If the qualifying entity is a foreign bank, savings bank, or savings and loan, then the following information must be completed.)

(a.) The name of the Foreign Nationally/Federally chartered bank, savings bank, or savings and loan association is

(b.) The name(s) of any Trade Name(s) under which the corporation will conduct business:

(c.) The location of the main office (non-Ohio) shall be:

(street address)

(city, township, or village) _____ (county) _____ (state) _____ (zip code)

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(d.) The principal office location in the state of Ohio shall be:

_____ (street address)

_____ (city, township, or village) _____ (county) _____ (state) _____ (zip code)

(Please note, if there will not be an office in the state of Ohio, please list none.)

(e.) The corporation will exercise the following purpose(s) in the state of Ohio:
(Please provide a brief summary of the business to be conducted; a general clause is not sufficient)

2. Foreign Qualifying Limited Liability Company

(If the qualifying entity is a foreign limited liability company, the following information must be completed.)

(a.) The name of the limited liability company in its state of organization/registration is

(b.) The name under which the limited liability company desires to transact business in Ohio is

(c.) The limited liability company was organized or registered on _____
under the laws of the state/country of _____

(d.) The address to which interested persons may direct requests for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is:

_____ (street address)

_____ (city, township, or village) _____ (state) _____ (zip code)

3. Foreign Qualifying Limited Partnership

(If the qualifying entity is a foreign limited partnership, the following information must be completed) .

(a.) The name of the limited partnership is

(b.) The limited partnership was formed on _____

(c.) The address of the office of the limited partnership in its state/country of organization is:

_____ (street address)

_____ (city, township, or village) _____ (county) _____ (state) _____ (zip code)

(d.) The limited partnership's principal office address is:

_____ (street address)

_____ (city, township, or village) _____ (county) _____ (state) _____ (zip code)

(e.) The names and business or residence addresses of the General partners of the partnership are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

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(f.) The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

(street address)

(city, township, or village) _____ (county) _____ (state) _____ (zip code)

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is canceled or withdrawn.

4. Foreign Qualifying Partnership Having Limited Liability

(a.) The name of the partnership shall be

(b.) Please complete the following appropriate section (either item b(1) or b(2)):

(1.) The address of the partnership's principal office in Ohio is:

(street name and number)
_____, Ohio
(city, village or township) _____ (zip code)

(If the partnership does not have a principal office in Ohio, then items b(2) and item c must be completed)

(2.) The address of the partnership's principal office (Non-Ohio):

(street address)

(city, township, or village) _____ (state) _____ (zip code)

(c.) The name and address of a statutory agent for service of process in Ohio is as follows:

(name) _____ (street and number)
_____, Ohio
(city, village or township) _____ (zip code)

(d.) Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed

(e.) The business which the partnership engages in is:

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

VLASIC FARMS, INC.

(Exact name of entity)

By: _____
Its: **President**
Date: **February 3, 2000**

MONEY'S FOODS (U.S.) LTD.

(Exact name of entity)

By: _____
Its: **Chief Executive Officer**
Date: **February 3, 2000**


**ARTICLES OF MERGER
OF
MONEY'S FOODS (U.S.) LTD.,
A WASHINGTON CORPORATION
INTO
VLASIC FARMS, INC.,
AN OHIO CORPORATION**

Pursuant to the provisions of the Washington Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:


1. The Agreement and Plan of Merger is set forth on Exhibit A.
2. The merger was duly approved by the shareholders pursuant to RCW 35B. 11.030.

Executed on this first day of February, 2000.

Money's Foods (U.S.) Ltd.,
a Washington corporation

By: 
Name: _____
Title:

Vlasic Farms, Inc.,
an Ohio corporation

By: 
Name: _____
Title:

AGREEMENT AND PLAN OF MERGER**OF****MONEY'S FOODS (U.S.) LTD.
(a Washington Corporation)****WITH AND INTO****VLASIC FARMS, INC.
(an Ohio Corporation)**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of February 1, 2000, by and between Money's Foods (U.S.) Ltd., a Washington Corporation ("Money's"), and Vlastic Farms, Inc., an Ohio corporation ("Vlastic");

RECITALS

Money's is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington;

Vlastic is an Ohio corporation duly organized, validly existing and in good standing under the laws of the State of Ohio; and

The Board of Directors of Money's has approved the merger contemplated by this Agreement in accordance with the Washington Business Corporation Act ("WBCA"), and the Board of Directors have approved the merger contemplated by this Agreement in accordance with the Ohio General Corporation Law ("OGCL").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, agree as follows:

1. **Parties to Merger.** Money's and Vlastic (the "Constituent Entities") shall effect a merger (the "Merger") in accordance with and subject to the terms and conditions of this Agreement.
2. **Merger: Governing Law.** At the Effective Time (as defined in Section 3 hereof), Money's shall be merged with and into Vlastic, with Vlastic being the surviving corporation in the Merger (the "Surviving Corporation"). The Surviving Corporation shall continue to be governed by the laws of the State of Ohio.
3. **Filing and Effective Time.** Certificates of merger (the "Certificates of Merger") will be filed with the Secretary of State of the State of Ohio and the Secretary of State of the State of

Washington. The Merger shall become effective at the time of filing of the Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Washington, or such later time as is agreed upon by the parties hereto and set forth in the Certificates of Merger (the "Effective Time").

4. Certificate of Incorporation. The Certificate of Incorporation of Vlasic, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, except that Article One shall be amended as follows:

"The name of the corporation shall be Money's Foods U.S. Inc."

5. Bylaws. At the Effective Time, the Bylaws of Vlasic shall be and thereafter remain the Bylaws of the Surviving Corporation until altered, amended or repealed in the manner provided in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law.

6. Directors and Officers. At the Effective Time, the directors and the officers of Money's shall be the directors and the officers of the Surviving Corporation. Each such director and officer shall hold office until his resignation or removal, in accordance with the Certificate of Incorporation and the Bylaws of the Surviving Corporation and applicable law.

7. Conversion of Common Stock. At the Effective Time, (1) all shares of the capital stock of Money's shall be converted into one hundred (100) shares of Vlasic, and (2) the one hundred (100) shares of Vlasic stock outstanding prior to the Effective Time shall be cancelled.

8. Effect of Merger. At the Effective Time, the Merger shall have the effect set forth in the WBCA and the DGCL.

9. Further Assurances. Each of the Constituent Entities shall use its best efforts to take all action and to do all things necessary in order to consummate and make effective the actions contemplated in this Agreement. If at any time the Surviving Corporation, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of Money's acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Agreement, the Money's and its proper officers and managers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers of the Surviving Corporation are fully authorized in the name of Money's or otherwise to take any and all such action.

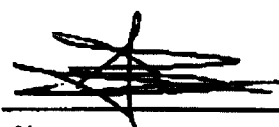
10. Amendment or Termination. This Agreement may be amended or terminated at any time on or before the Effective Time by agreement of the Boards of Directors of Vlasic and Money's; provided, however, that this Agreement may not be amended in any manner which is then prohibited by law.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. The parties agree that a facsimile may be executed as an original.

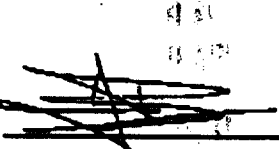
12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors and shareholders, if applicable, have duly executed this Agreement as of the day and year first written above.

VLASIC FARMS, INC.,
an Ohio Corporation

By: 
Name: _____
Title:

MONEY'S FOODS (U.S.) LTD.
a Washington Corporation

By: 
Name: _____
Title:

STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,

hereby issue this

CERTIFICATE OF EXISTENCE/AUTHORIZATION

OF

MONEY'S FOODS (U.S.) LTD.

I FURTHER CERTIFY that the records on file in this office show that the above named profit corporation was formed under the laws of the State of Washington and was issued a Certificate of Incorporation in Washington on May 21, 1999.

I FURTHER CERTIFY that as of the date of this certificate, no Articles of Dissolution have been filed, and that the corporation is duly authorized to transact business in the corporate form in the State of Washington.



Date: January 7, 2000

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

Ralph Munro
SBP
Ralph Munro, Secretary of State

200-002