

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Food Products Association		06/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Grocery Manufacturers Association
Street Address:	1350 I (Eye) Street, NW, Suite 300
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3241510	FPA FOOD PRODUCTS ASSOCIATION SCIENCE SAFETY PUBLIC POLICY
Registration Number:	2903243	NFPA CONSUMER PARTNERSHIP
Registration Number:	2736097	
Registration Number:	2683014	NFPA
Registration Number:	2682750	NFPA SAFE SUPPLIER AUDITS FOR FOOD EXCELLENCE
Registration Number:	2607436	NFPA THE FOOD SAFETY PEOPLE

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 725030-0600

NAME OF SUBMITTER: David J. Ervin

Signature: /david j. ervin/

Date: 01/23/2008

Total Attachments: 10

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State of Delaware
Secretary of State
Division of Corporations
Delivered 01:59 PM 10/06/2006
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**AGREEMENT OF MERGER
BETWEEN
FOOD PRODUCTS ASSOCIATION
AND
GROCERY MANUFACTURERS ASSOCIATION
(TITLE 8, SECTION 255)**

Now on this 28 day of June 2006, the **Grocery Manufacturers Association** ("GMA") and the **Food Products Association** ("FPA"), both of which are Delaware nonstock corporations, have entered into the following Agreement of Merger (the "Agreement").

WHEREAS, the respective Boards of Directors of the foregoing corporations deem it advisable that the corporations operate as a single corporation as hereinafter specified; and

WHEREAS, GMA filed its Certificate of Incorporation in the office of the Secretary of State of the State of Delaware under the name "Grocery Manufacturers of America, Inc." on April 6, 1970; and

WHEREAS, FPA filed its Certificate of Incorporation in the office of the Secretary of State of the State of Delaware under the name of "National Cannery Association" on July 8, 1909; and for purposes of this document FPA shall include its subsidiaries and affiliates, The National Food Laboratory, Inc. (The NFL), Food Processors Assurance, Ltd. (FPA, Ltd.) and National Food Processors Association Insurance Agency (IA) and its affiliates, Food Processors Institute (FPI) and FPA Research Foundation (RF).

NOW, THEREFORE, the parties to this Agreement, by and between their respective Boards of Directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained, hereby prescribe the terms and conditions of this merger and of carrying the same into effect as follows:

FIRST: As of the Effective Date (as defined below), GMA will merge with FPA, which shall be the surviving corporation ("New GMA").

SECOND: The Certificate of Incorporation of FPA as in effect on the Effective Date shall continue in full force and effect as the Certificate of Incorporation of New GMA with the following amendments:

- (1) **ARTICLE FIRST** of FPA's Certificate of Incorporation shall be amended to read as follows: "The name of the Corporation shall be "Grocery Manufacturers Association."
- (2) The first paragraph of **ARTICLE THIRD** of FPA's Certificate of Incorporation shall be amended to read as follows:

The purpose of the Corporation is to enable its member companies to proactively address the public policy, scientific affairs, product safety and industry issues that impact their ability to create value with and for their

customers by advancing their brands and products in a fashion that responsibly improves the quality of consumers' lives.

THIRD: New GMA will use "GMA/FPA" as a trade name during the first year following the Effective Date in such manner as the Board of Directors determines.

FOURTH: The manner of converting the outstanding memberships of GMA and FPA, without any further action on the part of any member, into memberships of New GMA on the Effective Date shall be as follows:

- (1) Each FPA Processor Membership shall be converted into a General Membership of New GMA, with voting rights;
- (2) Each FPA Supplier Membership shall be converted into an Associate Membership of New GMA, with no voting rights;
- (3) Each FPA International Membership shall be converted into an Associate Membership of New GMA, with no voting rights;
- (4) Each FPA Associate Membership shall be converted into an Associate Membership of New GMA, with no voting rights;
- (5) Each FPA Chain Restaurant Corporate Headquarters Membership shall be converted into a Chain Restaurant Corporate Headquarters Membership of New GMA, with voting rights;
- (6) Each GMA General Membership shall be converted into a General Membership of New GMA, with voting rights;
- (7) Each GMA Sales Agency Membership shall be converted into a General Membership of New GMA, with voting rights; and
- (8) Each GMA Associate Membership shall be converted into an Associate Membership of New GMA, with no voting rights.

FIFTH: The initial Board of Directors, Executive Committee and Nominating Committee of New GMA shall be comprised of the individuals listed on Exhibit A. The President and Chief Executive Officer of New GMA shall be Calvin M. Dooley.

SIXTH: The Food Products Association Investment Fund (the "Fund") shall be segregated from all other funds of New GMA and shall be restricted only to non-operational scientific uses (e.g., equipment acquisition, research, special scientific projects) for New GMA or the Research and Education Foundation, or both. The Fund may not be used for general operations of New GMA (e.g., rent, personnel and program costs, pension funding). Any proposed expenditure from the Fund must be originated and authorized by the Science Institute of New GMA. The Science Institute shall also have the discretionary authority to spend up to five percent (5%) of the Fund balance annually. Expenditures greater than five percent (5%) of

the Fund balance must be submitted to the Finance and Audit Committee and the Board of Directors of New GMA for prior approval. These restrictions with respect to the Fund will be set forth in the Bylaws of New GMA and may only be altered, amended or repealed, in whole or in part, by a supermajority vote of seventy-five (75) percent of the entire Board of Directors of New GMA.

SEVENTH: The current formulas for calculating dues for all GMA and FPA members will remain unchanged for 2006 and 2007.

EIGHTH: As of the date hereof and continuing until the Effective Date, unless otherwise disclosed in the schedules attached to this Agreement or by subsequent notification to the other party, each party represents and warrants to the other that:

(1) Organization and Good Standing

It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has authority to own, operate and lease its assets and properties and to carry on its business. It is qualified to do business and is in good standing in each jurisdiction where the character of its assets or the nature of its business requires it to be qualified. It has delivered or will deliver accurate copies of its organizational documents, bylaws and other governing documents as currently in effect. Its minute books contain complete and accurate records of all meetings and other actions taken by its members, Board, or committees of its Board.

(2) Compliance with Law

- (a) To its knowledge, it is in compliance with all laws, regulations, ordinances, rules, judgments, orders or decrees applicable to its operations and business, and, as to FPA only: its affiliates FPI and RF status as Section 501(c)(3) tax exempt organizations, The NFL and IA status as taxable "C" corporations and FPA, Ltd status as exempt under Section 2 of the Exempted Undertaking Tax Protection Act, 1966, Islands of Bermuda, until March 28, 2016.
- (b) It has all permits, licenses, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, all governmental entities that are required in order to permit it to carry on its business as it is presently being conducted, including without limitation the determination from the Internal Revenue Service of its status as a Section 501(c)(6) tax exempt organization.
- (c) It has not received any notification or communication from any governmental entity or the staff thereof asserting that it was not in compliance with any statutes, regulations or ordinances, threatening to revoke any license, franchise, permit or authorization; or threatening or contemplating any enforcement action.

(3) No Violations

Neither the execution of this Agreement nor the consummation of the merger will result in any violation, breach, termination, default or loss of a material benefit under, or permit the acceleration of any obligation under, or require the consent of a third party under, or give rise to any rights of termination or cancellation under, or result in the creation of any encumbrance on any of the property or assets under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, permit, agreement or other instrument or obligation to which it is a party, or by which it or any of its properties or assets are bound.

(4) Litigation and Other Proceedings

It is not a defendant in nor is any of its property subject to any pending claim, action, suit, investigation or proceeding or subject to any judicial order, judgment or decree and, as to FPA, excluding claims made in the ordinary course of business for FPA, Ltd. which is an offshore captive insurance entity that assumes certain product liability and fiduciary liability risks of certain member companies of FPA and certain subsidiary and affiliated entities of FPA.

(5) Environmental Matters

- (a) It is in compliance with all environmental laws. It has not received any communication alleging that it is not in such compliance.
- (b) To the best of its knowledge, none of the properties owned, leased or operated by it has been or is in violation of or liable under any environmental law.

(6) Labor

It is not involved in or threatened with any labor dispute, discrimination or sexual harassment claims, arbitration, lawsuit or administrative proceeding involving any of its current or former employees. It is not a party to any collective bargaining agreement.

(7) Indemnification

To the best of its knowledge, no action or failure to take action by any present or former director, advisor director, officer, employee or agent of it has occurred which would give rise to a claim or a potential claim by any such person for indemnification.

(8) Defaults

There has not been any default in any material obligation to be performed by it under any agreement and it has not waived any material right under any

agreement. To the best of its knowledge, no other party to any agreement to which it is a party is in default in any material obligation to be performed by such party.

(9) Employee Benefit Plans

It has previously disclosed to the other party all employee benefit plans each of which has been operated and administered in accordance with its terms and with applicable law, including, to the extent applicable, ERISA, the Internal Revenue Code, and the regulations or rules promulgated thereunder; and all filings, disclosures and notices required by ERISA, the Internal Revenue Code, and any other applicable law have been timely made.

(10) Properties

- (a) All real and personal property owned by it or presently used by it is in good condition (ordinary wear and tear excepted) and is sufficient to carry on its activities in the ordinary course consistent with past practices. It has good and marketable title free and clear of all encumbrances to all its properties and assets, real and personal.
- (b) All real and personal property that is leased or licensed by it is held pursuant to leases or licenses which are valid and enforceable with their respective terms and no such lease or license will terminate or lapse prior to the effective date of the merger or thereafter by reason of completion of the merger. None of its leases contain a prohibition against assignment by it by operation of law or otherwise, or any provision that would materially interfere with the possession, use or rights with respect to the property by New GMA for the same purposes and upon the same rental and other terms following consummation of the merger as are applicable to it prior to the effective date of the merger. To the best of its knowledge, all improved real property owned or leased by it is in compliance in all material respects with all applicable laws including zoning laws.

(11) Intellectual Property

It owns or possesses valid and binding licenses and other rights to use, all material patents, copyrights, trade secrets, trade names, service marks and trademarks used in its businesses, and it has not received any notice of conflict with respect thereto that asserts the right of others. To the best of its knowledge, it has performed in all material respects all the obligations required to be performed by it and is not in default under any contract, agreement, arrangement or commitment relating to any of the foregoing.

(12) Books and Records

Its books and records are being maintained in material compliance with applicable legal and accounting requirements, and such books and records accurately reflect in all material respects all dealings and transactions in respect of its business, assets, liabilities and affairs.

(13) Regulatory Matters

It has not been advised by, and does not have any knowledge of facts which could give rise to an advisory notice by, any governmental entity that such governmental entity is contemplating issuing or requesting (or is considering the appropriateness of issuing or requesting) any order, decree, agreement, memorandum of understanding, commitment letter, supervisory letter or similar submission.

NINTH: The parties further agree:

- (1) GMA and FPA shall agree in advance as to the form and substance of any press release related to the merger and shall consult with each other as to the form and substance of other public disclosures that may relate to the merger; provided, however, that nothing contained herein shall prohibit either of them, following notification to the other, from making any disclosure which it reasonably believes is required by law or regulation.
- (2) During the period from the date of this Agreement and continuing until the Effective Date, each party shall carry on its activities only in the ordinary course consistent with past practice, except as expressly contemplated or permitted by this Agreement or with prior written consent of the other party. During such period, each party will use all reasonable efforts to (a) preserve its organization intact, (b) keep available the present services of its employees and (c) preserve the goodwill of its members and others with whom it has relationships. Without limiting the generality of the foregoing, except with prior written consent of the other party or as expressly contemplated hereby, between the date hereof and the Effective Date, neither party shall:
 - a. Amend its Articles of Incorporation, Bylaws or similar organizational documents;
 - b. Enter into or, except as may be required by law, modify any employee benefit plan;
 - c. Enter into any transaction, agreement, arrangement or commitment not made in the ordinary course of its activities,
 - d. Change any of its methods of accounting, except as required by changes in laws or regulations or GAAP; or
 - e. Enter into or renew any lease of real property.

TENTH: Subject to the terms and conditions herein provided, each of the parties agrees to use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to satisfy the conditions to the merger and to consummate and make effective the transactions contemplated by this Agreement on the Effective Date. If, after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and directors of each party to this Agreement shall take all such necessary action. Nothing in this section shall be construed to require any party to participate in any threatened or actual legal, administrative or other proceedings (other than proceedings, actions or investigations to which it is otherwise a party or subject or threatened to be made a party or subject) in connection with consummation of the transactions contemplated by this Agreement unless such party shall consent in advance and in writing to such participation and the other party agrees to reimburse and indemnify such party for and against any and all costs and damages related thereto.

ELEVENTH: Either GMA or FPA may terminate this Agreement prior to the Effective Date for breach of this Agreement by the other party by giving written notice of termination for breach to the other party, notwithstanding the approval of this Agreement by the members of either GMA or FPA. Termination is subject to the right of the breaching party to cure any breach of which it has received written notification within thirty (30) days after the receipt of such notice (but in no event later than the Effective Date), but only to the extent any such breach is capable of cure.

TWELFTH: In the event of any permitted termination of this Agreement, whether by affirmative act of either party or otherwise, each party shall pay its own costs and expenses incurred in connection with the merger and the transactions contemplated thereby, and neither of GMA or FPA shall have any liability or obligation to the other with respect to any transactions contemplated by this Agreement.

THIRTEENTH: This Agreement may be amended at any time prior to the Effective Date pursuant to an instrument in writing duly executed on behalf of both merging corporations, provided that any amendment of this Agreement made subsequent to the adoption of this Agreement by the members of either GMA or FPA shall not (a) alter or change the right of any member of either corporation to be and become automatically a member of New GMA or the criteria for such membership as provided in this Agreement, (b) alter or change any term of the Articles of Incorporation of New GMA as provided in this Agreement, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would materially and adversely affect the members of either GMA or FPA.

FOURTEENTH: This Agreement has been, or will be, submitted for approval by the members with voting rights of both GMA and FPA in accordance with the requirements of Delaware law.

FIFTEENTH: This merger shall become effective (a) upon approval of the members of both GMA and FPA and (b) the filing of an Agreement of Merger, each in accordance with the requirements of Delaware law. The effective time of merger shall be at midnight on December 31, 2006 (the "Effective Date").

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement to be executed and delivered by an authorized officer of each party hereto as of the date set forth above.

GROCERY MANUFACTURERS ASSOCIATION

By: C. Manly Molpus 6/28/06
C. Manly Molpus, President and Chief Executive
Officer

FOOD PRODUCTS ASSOCIATION

By: Calvin M. Dooley 6/28/06
Calvin M. Dooley, President and Chief Executive
Officer

EXHIBIT A
GMA/FPA Directors

Individual

Brad Alford
Ric Alvarez
Brenda Barnes
Bart Becht
Bradley Casper
Douglas Conant
James Craigie
Billy Cyr
George Deese
Daniel Dillon
Neil DeFeo
Roger Deromedi (Vice Chairman)
Stanley Dunbar
Gregg Engles
James Ethier
Jeffrey Ettinger
Thomas Falk
Joseph Gallo
David Geise
Ken Guise
Neil Harrison
Neville Isdell
James Jenness
H. Fisk Johnson
William Johnson
A.G. Lafley

Robert Lawless
Richard Lenny (Chairman)
Chris Lischewski
Reid MacDonald
Paul Michaels
Joseph Moeller
John Morgan
Randy Papadellis
Dean Pappas
Christopher Policinski
Doug Quick (Treasurer/Secretary)
Brian Reichart
Steven Reinemund
John Rice
Robert Rich Jr.
Gary Rodkin
Stephen Sanger
Kurt Schmidt
Daniel Servitje
David Skarie
Timothy Smucker
Todd Stitzer
Tom Stokes
Richard Wolford
William Wrigley Jr.

Executive Committee

Billy Cyr
 Doug Conant
 Roger Deromedi
 Greg Engles
 Rick Lenny
 Chris Lischewski
 Reid MacDonald
 Doug Quick
 Steve Reinemund
 Steve Sanger
 Rick Wolford
 William Wrigley, Jr.
 _____ TBD

Nominating Committee

Roger Deromedi
 Richard Lenny
 Reid MacDonald
 Doug Quick
 Stephen Sanger