

04/19/2011

Re

RECORDATION FORM COVER SHEET TRADEMARKS ONLY



To the Director of the U. S. Patent and Trademark Office Please record the attached doc

103623579

1. Name of conveying party(ies):

Vietti Foods Company, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Tennessee
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Tennessee, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 30, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Choice Food of America, LLC

Internal

Address _____

Street Address 636 Southgate Avenue

City Nashville

State: Tennessee

Country: USA

Zip: 37203

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s)

B Trademark Registration No.(s)

0769248

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Registration No. 0,769,248 for the mark "VIETTI"

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

Name: Wadley & Patterson P.C.

Internal Address _____

Street Address: 1600 Division Street, Suite 500

City: Nashville

State: Tennessee

Zip: 37203

Phone Number: 615-242-2400

Fax Number: 615-242-2221

Email Address: edl@plawgroup.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3 41) \$40.00

- Authorized to be charged to deposit account
- Enclosed with original filing of Feb 7, 2011

8. Payment Information:

Deposit Account Number 23-0035

Authorized User Name Wadley & Patterson

9. Signature:

[Signature]
Signature

Edward D. Langust, Jr.

Name of Person Signing

APR 15 2011
APR 15 2011

Date

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/16/2011

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office



103617927

To the Director of the U. S. Patent and Trademark Office, Please forward this document to the address(es) below.

1. Name of conveying party(ies):
 Vietti Foods Company, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Tennessee
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: Choice Food of America, LLC
 Internal
 Address: _____
 Street Address: 636 Southgate Avenue
 City: Nashville
 State: Tennessee
 Country: USA Zip: 37203

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Tennessee LLC, USA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) January 30, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 0769248

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 Registration No. 0769248 for the mark "VIETTI"

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

Name: Waddey & Patterson P.C.
 Internal Address: Edward D. Languist, Jr.
 Street Address: 1600 Division Street, Suite 500
 City: Nashville
 State: Tennessee Zip: 37203
 Phone Number: 615-242-2400
 Fax Number: 615-242-2221
 Email Address: edl@iplawgroup.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$25.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
 Deposit Account Number 23-0035
 Authorized User Name Waddey & Patterson, P.C.

9. Signature:

 Signature Date
Edward D. Languist, Jr.
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document. P2 OF 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**AGREEMENT AND PLAN OF MERGER
OF
CHOICE FOOD OF AMERICA, INC.
AND
VIETTI FOODS COMPANY, INC.
WITH AND INTO
CHOICE FOOD OF AMERICA, LLC**

5932.0557

Choice Food of America, LLC, a Tennessee limited liability company (the "Surviving Company"), Choice Food of America, Inc., a Tennessee corporation ("CFA"), and Vietti Foods Company, Inc., a Tennessee corporation ("VFC") (each of CFA and VFC, a "Merged Company" and, together, the "Merged Companies"), and Choice Food Group, Inc., a Tennessee corporation ("CFGF"), acting pursuant to Sections 48-21-102 and 48-249-702 of the Tennessee Code Annotated, as amended, hereby adopt the following Agreement and Plan of Merger (this "Plan of Merger").

RECITALS

The Surviving Company is a wholly-owned subsidiary of CFGF. The parties desire to merge the Merged Companies with and into the Surviving Company (the "Merger"), all on the terms and conditions set out below. The Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

Section 1. Parties.

The name of the Surviving Company is Choice Food of America, LLC. The names of the Merged Companies are Choice Food of America, Inc., and Vietti Foods Company, Inc.

Section 2. Effective Date.

The Merger contemplated by this Plan of Merger shall become effective on the date and at the time that the Surviving Company files a Certificate of Merger with the Secretary of State of Tennessee (the "Effective Date").

Section 3. Terms and Conditions of the Merger.

Upon the Effective Date: (i) the Merged Companies shall be merged with and into the Surviving Company; (ii) the separate corporate existence of the Merged Companies shall cease; and (iii) all assets, liabilities, rights, privileges, and franchises of the Merged Companies shall be transferred to the Surviving Company. The Articles of Organization and Operating Agreement of the Surviving Company in effect immediately prior to the Effective Date shall be the Articles of Organization and Operating Agreement, respectively, of the Surviving Company after the Effective Date until otherwise amended or repealed.

Section 4. Disposition of Shares.

Upon the Effective Date, each share of the common stock of a Merged Company shall cease to exist and shall be converted, without any action on the part of the holder thereof, into and exchanged for the right to receive the number of shares of the common stock of CFGI set out opposite such holder's name on *Exhibit A* attached hereto. All rights to receive CFGI common stock shall be deemed to have been issued in full satisfaction of all rights pertaining to the stock of the Merged Companies. As of the Effective Date, there shall be no further registration on the records of Surviving Company of transfers of the shares of the common stock of the Merged Companies that are outstanding immediately prior to the Effective Date. If, after the Effective Date, certificates formerly representing the shares of common stock of a Merged Company outstanding prior to the Effective Date are presented to the Surviving Company, they shall be canceled.

Section 5. Disposition of Options.

Upon the Effective Date, each outstanding option to purchase shares of the common stock of a Merged Company (a "Merged Option") shall automatically be converted, without any action on the part of the holder thereof, into the right to receive a new option issued by CFGI (a "CFGI Option") exercisable for that number of shares of the common stock of CFGI set out opposite such holders' name on *Exhibit B* attached hereto, and at the exercise price per share set out on such *Exhibit B* attached hereto, but otherwise upon substantially the same terms and conditions as the Merged Option (including, without limitation, those related to vesting). As of the Effective Date, all Merged Options shall no longer be outstanding, may not be transferred and shall automatically be cancelled and retired and shall cease to exist and shall cease to have any rights with respect thereto except as provided herein or under applicable law. Any Merged Options that are owned by a Merged Company at the Effective Date shall be canceled and retired and cease to exist and no interests in CFGI will be delivered in exchange therefor. CFGI and the Surviving Company will use commercially reasonable efforts to create and cause each holder of Merged Options to enter into a written agreement effectuating the foregoing.

Section 6. Dissenters' Rights.

Notwithstanding any other provision of this Agreement to the contrary, shares of the common stock of a Merged Company that are outstanding immediately prior to the Effective Date and which are held by a shareholder who has not voted in favor of the Merger or waived his or her right to dissent from the Merger and who shall have provided valid notice of his or her intent to demand payment for such shares in accordance with the Tennessee Business Corporation Act (collectively, the "Dissenting Shares") shall not be converted into or represent the right to receive CFGI stock as provided herein. Such shares instead shall, from and after the Effective Date, represent only the right to receive payment for such shares in accordance with the provisions of the Tennessee Business Corporation Act relating to dissenter's rights, except that all Dissenting Shares held by stockholders who shall have failed to perfect or otherwise waived or lost their rights to demand payment for such shares, or stockholders who have been determined to not be entitled to the relief provided by the Tennessee Business Corporation Act by a court of competent jurisdiction, shall thereupon be deemed to have been converted into and to have become

exchangeable for, as of the Effective Date, the right to receive, without any interest thereon, shares of the common stock of CFGI in the manner provided in Section 4 of this Plan of Merger.

Section 7. Securities Matters.

The parties understand the following in connection with this Plan of Merger and the CFGI common stock to be delivered hereunder (the "Securities"):

7.1. The Securities have not been and will not be at the time of the conveyance registered under the Securities Act of 1933, as amended (the "Act"), and the Securities are being and will be offered and sold pursuant to applicable exemptions contained in the Act.

7.2. The Securities have not been and will not be at the time of the conveyance qualified or registered under any state securities laws, and the Securities are being and will be offered and sold pursuant to applicable exemptions contained in such laws.

7.3. The certificates evidencing the Securities shall contain legends substantially in the following form:

"These securities have not been registered under the Securities Act of 1933 (the "Federal Act") or the securities laws of any state, and are issued and sold in reliance upon certain exemptive provisions of such acts. Said securities cannot be sold or transferred except if, in the opinion of counsel reasonable acceptable to the issuer, any such sale or transfer would be: (1) pursuant to an effective registration statement under the Federal Act or pursuant to an exemption from such registration, and (2) pursuant to effective registration under applicable state securities laws or pursuant to exemption from such registration.

This certificate is transferable only upon compliance with the provisions of that certain Shareholders' Agreement, dated as of [Date], among Choice Food Group, Inc., and its Shareholders, a copy of which is on file in the offices of the corporation, and the provisions of which are incorporated herein by reference."

Section 8. Miscellaneous.

8.1. **Further Assurances.** Each party shall execute and deliver such further instruments of conveyance and transfer and take such additional action as another party may reasonably request to effect, consummate, confirm or evidence the transactions contemplated hereby.

8.2. **Amendment and Waiver, Abandonment.** This Plan of Merger may be amended, terminated or abandoned at any time prior to the filing of the Certificate of Merger with the Secretary of State by the written consent of the parties in accordance with applicable provisions of the Tennessee Code. No waiver of any of the provisions of this Plan of Merger shall be deemed or shall constitute a waiver of any other provision(s), whether or not similar, nor shall any waiver constitute a continuing waiver.

5332.0558

8.3. Assignment. This Plan of Merger shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8.4. Severability. Whenever possible, each provision of this Plan of Merger will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan of Merger is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Plan of Merger.

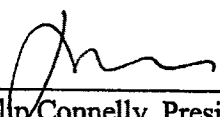
8.5. Complete Agreement. This Plan of Merger and the agreements and documents referred to herein contain the entire agreement and understanding among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings

8.6. Counterparts. This Plan of Merger may be executed in one or more counterparts (including by means of telecopied signature pages), all of which taken together shall constitute one and the same instrument.

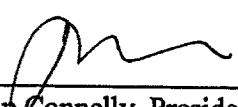
8.7. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Plan of Merger shall be governed by the internal law of the State of Tennessee without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the 18 day of January, 2007.


**SURVIVING COMPANY:
CHOICE FOOD OF AMERICA, LLC**

By: 
Philip Connelly, President


**MERGED COMPANY:
CHOICE FOOD OF AMERICA, INC.**

By: 
Philip Connelly, President

**MERGED COMPANY:
VIETTI FOODS COMPANY, INC.**

By: 
Philip Connelly, President

**CFGI:
CHOICE FOOD GROUP, INC.**

By: 
Jerry Walker, Chief Executive Officer

Agreement and Plan of Merger

Exhibit A

CFG I Shares to be Received

NAME	CFG I SHARES TO BE RECEIVED
Choice Food Group, G.P.	5,549,686.01
Phil Connelly	174,033.65
Mark Johnson	105,485.96
Susan Drost	21,134.46
William McKinney	84,537.83
Nancy Mundwiler	5,283.61
Marianne Rogers	454,390.85
Catherine Shick	138,694.88
Chris and Nancy Mundwiler	26,418.07
Ron Brown	128,146.50
Steve Shiraldi	128,146.50
TOTAL	6,815,958.32

5932.0551

Agreement and Plan of Merger

Exhibit B

CFG I Options to be Received

NAME	CFG I OPTIONS TO BE RECEIVED
Ron Brown	160,211.96
Steve Shiraldi	160,211.96

The CFG I Options set out above shall vest upon the grantee's completion of one (1) year of employment with one or more CFG I companies. The exercise price for the CFG I Options set out above shall be \$1.2387 per share. Other terms applicable to such options shall be set out by agreement between CFG I and each of the grantees listed above.

5932.0562



Bill Garret

Davidson County Register of Deeds

CUSTOMER RECEIPT - REMOTE FILING RECORDING SERVICES

Receipt Number: T20070007720 Customer Name : Sherrard & Roe, PLC NO DISPOSITION
Date/Time: 01/30/2007 11:06:25
Method Received: R File
Clerk: cbrown

Transaction Detail

Table with columns: Instrument Number, Instrument Type, Gen. Fee, Equip. Fee, Transfer Tax, Mortgage Tax, Copy, Cert. Copy, # Pgs, Consideration, Subtotal. Row 1: 200701300012232, CHARTER, 7.50, 2.00, 0.00, 0.00, False, False, 10, \$9.50

Second Party Name: CHOICE FOOD OF AMERICA LLC

Payment Information

Method of Payment: ECheck Payment Control ID: 18960018 Authorized Agent: Company Amount: 9.50

AMOUNT PAID To County: \$9.50
LESS AMOUNT DUE To County: \$9.50
REMOTE FILING FEE: \$3.00
CHANGE RECEIVED: \$0.00

1/30/2007 12:20PM

Secretary of State
Division of Business Services
312 Eighth Avenue North
5th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 01/30/07
REQUEST NUMBER: 5932-0554
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 01/30/07 0945
EFFECTIVE DATE/TIME: 01/30/07 0945
CONTROL NUMBER: 0520022

TO:
SHERRARD & ROE, PLC
424 CHURCH STREET
SUITE 2000
NASHVILLE, TN 37219

Davidson County CHARTER
Recvd: 01/30/07 11:06 10 pgs
Fees:9.50 Taxes:0.00
20070130-0012232

RE:
CHOICE FOOD OF AMERICA, LLC
CERTIFICATE OF MERGER - LIMITED LIABILITY COMPANY

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED CERTIFICATE OF MERGER WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A LIMITED LIABILITY COMPANY HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CERTIFICATE OF MERGER - LIMITED LIABILITY COMPANY ON DATE: 01/30/07

FROM:
SHERRARD & ROE (424 CHURCH ST.)
424 CHURCH STREET
SUITE 2000
NASHVILLE, TN 37219-0000

FEEES
RECEIVED: \$100.00 \$0.00
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00004085241
ACCOUNT NUMBER: 00092398



SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

TRADEMARK
REEL: 004532 FRAME: 0338

ARTICLES AND CERTIFICATE OF MERGER
OF
VIETTI FOODS COMPANY, INC.
AND
CHOICE FOOD OF AMERICA, INC.
INTO
CHOICE FOOD OF AMERICA, LLC

RECEIVED
STATE OF TENNESSEE
2009 JAN 09 AM 9:45
RILEY DARNELL
SECRETARY OF STATE

5932-0754

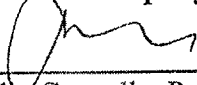
Pursuant to the provisions of § 48-249-702 of the Tennessee Revised Limited Liability Company Act and § 48-21-107 of the Tennessee Business Corporation Act, the undersigned entities hereby adopt the following Articles and Certificate of Merger:

1. The entities that are to merge are Vietti Foods Company, Inc., a Tennessee corporation; Choice Food of America, Inc., a Tennessee corporation; and Choice Food of America, LLC, a Tennessee limited liability company.
2. An Agreement and Plan of Merger (the "Plan of Merger") has been approved and executed by each party to the merger and is attached hereto as *Exhibit A*.
3. Shareholder approval of the Plan of Merger is required by the Tennessee Business Corporation Act, and the Plan of Merger was duly adopted and approved by the shareholders of Vietti Foods Company, Inc., and Choice Food of America, Inc.
4. The name of the surviving entity is Choice Food of America, LLC, a Tennessee limited liability company.
5. No amendments to the surviving entity's articles of organization shall be effected by the merger.
6. The merger will be effective upon the filing of the Certificate of Merger with the Secretary of State of Tennessee.
7. The Agreement and Plan of Merger is on file at the place of business of Choice Food of America, LLC, which is located at 618 Church Street, Suite 220, Nashville, Tennessee 37219.
8. A copy of the Agreement and Plan of Merger will be furnished by Choice Food of America, LLC, on request and without cost, to any shareholder of Vietti Foods Company, Inc., or Choice Food of America, Inc., or to any member of Choice Food of America, LLC.

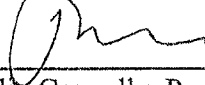
[Signatures appear on the following page.]

IN WITNESS WHEREOF, the undersigned have executed these Articles and Certificate of Merger as of January 18, 2007.


Vietti Foods Company, Inc.

By: 
Philip Connelly, President

Choice Food of America, LLC

By: 
Philip Connelly, President

Choice Food of America, Inc.

By: 
Philip Connelly, President

18
20
07

Exhibit A

AGREEMENT AND PLAN OF MERGER
OF
VIETTI FOODS COMPANY, INC.
AND
CHOICE FOOD OF AMERICA, INC.
WITH AND INTO
CHOICE FOOD DISTRIBUTORS, LLC

(Attached)

5332.5550

AGREEMENT AND PLAN OF MERGER
OF
CHOICE FOOD OF AMERICA, INC.
AND
VIETTI FOODS COMPANY, INC.
WITH AND INTO
CHOICE FOOD OF AMERICA, LLC

Choice Food of America, LLC, a Tennessee limited liability company (the "Surviving Company"), Choice Food of America, Inc., a Tennessee corporation ("CFA"), and Vietti Foods Company, Inc., a Tennessee corporation ("VFC") (each of CFA and VFC, a "Merged Company" and, together, the "Merged Companies"), and Choice Food Group, Inc., a Tennessee corporation ("CFG"), acting pursuant to Sections 48-21-102 and 48-249-702 of the Tennessee Code Annotated, as amended, hereby adopt the following Agreement and Plan of Merger (this "Plan of Merger").

RECITALS

The Surviving Company is a wholly-owned subsidiary of CFG. The parties desire to merge the Merged Companies with and into the Surviving Company (the "Merger"), all on the terms and conditions set out below. The Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties agree as follows:

Section 1. Parties.

The name of the Surviving Company is Choice Food of America, LLC. The names of the Merged Companies are Choice Food of America, Inc., and Vietti Foods Company, Inc.

Section 2. Effective Date.

The Merger contemplated by this Plan of Merger shall become effective on the date and at the time that the Surviving Company files a Certificate of Merger with the Secretary of State of Tennessee (the "Effective Date").

Section 3. Terms and Conditions of the Merger.

Upon the Effective Date: (i) the Merged Companies shall be merged with and into the Surviving Company; (ii) the separate corporate existence of the Merged Companies shall cease; and (iii) all assets, liabilities, rights, privileges, and franchises of the Merged Companies shall be transferred to the Surviving Company. The Articles of Organization and Operating Agreement of the Surviving Company in effect immediately prior to the Effective Date shall be the Articles of Organization and Operating Agreement, respectively, of the Surviving Company after the Effective Date until otherwise amended or repealed.

Section 4. Disposition of Shares.

Upon the Effective Date, each share of the common stock of a Merged Company shall cease to exist and shall be converted, without any action on the part of the holder thereof, into and exchanged for the right to receive the number of shares of the common stock of CFGI set out opposite such holder's name on *Exhibit A* attached hereto. All rights to receive CFGI common stock shall be deemed to have been issued in full satisfaction of all rights pertaining to the stock of the Merged Companies. As of the Effective Date, there shall be no further registration on the records of Surviving Company of transfers of the shares of the common stock of the Merged Companies that are outstanding immediately prior to the Effective Date. If, after the Effective Date, certificates formerly representing the shares of common stock of a Merged Company outstanding prior to the Effective Date are presented to the Surviving Company, they shall be canceled.

Section 5. Disposition of Options.

Upon the Effective Date, each outstanding option to purchase shares of the common stock of a Merged Company (a "Merged Option") shall automatically be converted, without any action on the part of the holder thereof, into the right to receive a new option issued by CFGI (a "CFGI Option") exercisable for that number of shares of the common stock of CFGI set out opposite such holders' name on *Exhibit B* attached hereto, and at the exercise price per share set out on such *Exhibit B* attached hereto, but otherwise upon substantially the same terms and conditions as the Merged Option (including, without limitation, those related to vesting). As of the Effective Date, all Merged Options shall no longer be outstanding, may not be transferred and shall automatically be cancelled and retired and shall cease to exist and shall cease to have any rights with respect thereto except as provided herein or under applicable law. Any Merged Options that are owned by a Merged Company at the Effective Date shall be canceled and retired and cease to exist and no interests in CFGI will be delivered in exchange therefor. CFGI and the Surviving Company will use commercially reasonable efforts to create and cause each holder of Merged Options to enter into a written agreement effectuating the foregoing.

Section 6. Dissenters' Rights.

Notwithstanding any other provision of this Agreement to the contrary, shares of the common stock of a Merged Company that are outstanding immediately prior to the Effective Date and which are held by a shareholder who has not voted in favor of the Merger or waived his or her right to dissent from the Merger and who shall have provided valid notice of his or her intent to demand payment for such shares in accordance with the Tennessee Business Corporation Act (collectively, the "Dissenting Shares") shall not be converted into or represent the right to receive CFGI stock as provided herein. Such shares instead shall, from and after the Effective Date, represent only the right to receive payment for such shares in accordance with the provisions of the Tennessee Business Corporation Act relating to dissenter's rights, except that all Dissenting Shares held by stockholders who shall have failed to perfect or otherwise waived or lost their rights to demand payment for such shares, or stockholders who have been determined to not be entitled to the relief provided by the Tennessee Business Corporation Act by a court of competent jurisdiction, shall thereupon be deemed to have been converted into and to have become

exchangeable for, as of the Effective Date, the right to receive, without any interest thereon, shares of the common stock of CFGI in the manner provided in Section 4 of this Plan of Merger.

Section 7. Securities Matters.

The parties understand the following in connection with this Plan of Merger and the CFGI common stock to be delivered hereunder (the "Securities"):

7.1. The Securities have not been and will not be at the time of the conveyance registered under the Securities Act of 1933, as amended (the "Act"), and the Securities are being and will be offered and sold pursuant to applicable exemptions contained in the Act.

7.2. The Securities have not been and will not be at the time of the conveyance qualified or registered under any state securities laws, and the Securities are being and will be offered and sold pursuant to applicable exemptions contained in such laws.

7.3. The certificates evidencing the Securities shall contain legends substantially in the following form:

"These securities have not been registered under the Securities Act of 1933 (the "Federal Act") or the securities laws of any state, and are issued and sold in reliance upon certain exemptive provisions of such acts. Said securities cannot be sold or transferred except if, in the opinion of counsel reasonable acceptable to the issuer, any such sale or transfer would be: (1) pursuant to an effective registration statement under the Federal Act or pursuant to an exemption from such registration, and (2) pursuant to effective registration under applicable state securities laws or pursuant to exemption from such registration.

This certificate is transferable only upon compliance with the provisions of that certain Shareholders' Agreement, dated as of [Date], among Choice Food Group, Inc., and its Shareholders, a copy of which is on file in the offices of the corporation, and the provisions of which are incorporated herein by reference."

Section 8. Miscellaneous.

8.1. **Further Assurances.** Each party shall execute and deliver such further instruments of conveyance and transfer and take such additional action as another party may reasonably request to effect, consummate, confirm or evidence the transactions contemplated hereby.

8.2. **Amendment and Waiver; Abandonment.** This Plan of Merger may be amended, terminated or abandoned at any time prior to the filing of the Certificate of Merger with the Secretary of State by the written consent of the parties in accordance with applicable provisions of the Tennessee Code. No waiver of any of the provisions of this Plan of Merger shall be deemed or shall constitute a waiver of any other provision(s), whether or not similar, nor shall any waiver constitute a continuing waiver.

UN
CO
NO
" 21
UN
CO

8.3. **Assignment.** This Plan of Merger shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8.4. **Severability.** Whenever possible, each provision of this Plan of Merger will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Plan of Merger is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Plan of Merger.

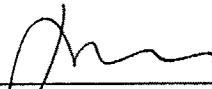
8.5. **Complete Agreement.** This Plan of Merger and the agreements and documents referred to herein contain the entire agreement and understanding among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings

8.6. **Counterparts.** This Plan of Merger may be executed in one or more counterparts (including by means of telecopied signature pages), all of which taken together shall constitute one and the same instrument.

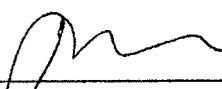
8.7. **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of this Plan of Merger shall be governed by the internal law of the State of Tennessee without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the 18 day of January, 2007.

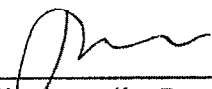
**SURVIVING COMPANY:
CHOICE FOOD OF AMERICA, LLC**

By: 
Philip Connelly, President

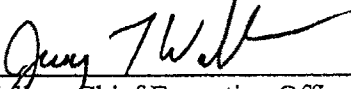
**MERGED COMPANY:
CHOICE FOOD OF AMERICA, INC.**

By: 
Philip Connelly, President

**MERGED COMPANY:
VIETTI FOODS COMPANY, INC.**

By: 
Philip Connelly, President

**CFG I:
CHOICE FOOD GROUP, INC.**

By: 
Jerry Walker, Chief Executive Officer

01
02
03
04
05
06
07
08

Agreement and Plan of Merger

Exhibit A

CFGJ Shares to be Received

NAME	CFGJ SHARES TO BE RECEIVED
Choice Food Group, G.P.	5,549,686.01
Phil Connelly	174,033.65
Mark Johnson	105,485.96
Susan Drost	21,134.46
William McKinney	84,537.83
Nancy Mundwiler	5,283.61
Marianne Rogers	454,390.85
Catherine Shick	138,694.88
Chris and Nancy Mundwiler	26,418.07
Ron Brown	128,146.50
Steve Shiraldi	128,146.50
TOTAL	6,815,958.32

11
6
3
2
1

Agreement and Plan of Merger

Exhibit B

CFG I Options to be Received

NAME	CFG I OPTIONS TO BE RECEIVED
Ron Brown	160,211.96
Steve Shiraldi	160,211.96

The CFG I Options set out above shall vest upon the grantee's completion of one (1) year of employment with one or more CFG I companies. The exercise price for the CFG I Options set out above shall be \$1.2387 per share. Other terms applicable to such options shall be set out by agreement between CFG I and each of the grantees listed above.

LN
LN
LN
LN
LN
LN
LN



Bill Garret

Davidson County Register of Deeds

CUSTOMER RECEIPT - REMOTE FILING RECORDING SERVICES

Receipt Number: T20070007720
Date/Time: 01/30/2007 11:06:25
Method Received: R File
Clerk: cbrown

Customer Name : Sherrard & Roe, PLC
NO DISPOSITION

Transaction Detail

<u>Instrument Number</u>	<u>Instrument Type</u>	<u>Gen. Fee</u>	<u>Equip. Fee</u>	<u>Transfer Tax</u>	<u>Mortgage Tax</u>	<u>Copy</u>	<u>Cert. Copy</u>	<u>Copy Fee</u>	<u># Pgs</u>	<u>Consideration</u>	<u>Subtotal</u>
200701300012232	CHARTER	7.50	2.00	0.00	0.00	False	False	0.00	10		\$9.50

First Party Name
STATE OF TENNESSEE
Second Party Name
CHOICE FOOD OF AMERICA LLC

Payment Information

<u>Method of Payment</u>	<u>Payment Control ID</u>	<u>Authorized Agent</u>	<u>Company</u>	<u>Amount</u>
ECheck	18960018			9.50

AMOUNT PAID TO COUNTY:	\$9.50
LESS AMOUNT DUE TO COUNTY:	\$9.50
REMOTE FILING FEE:	\$5.00
CHANGE RECEIVED:	\$0.00

1/30/2007 12:20PM



RECEIVED

APR 07 2011

WADDEY AND PATTERSON, P.C.

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 23, 2011

PTAS



103617927A

WADDEY & PATTERSON P.C.
EDWARD D. LANQUIST, JR.
1600 DIVISION STREET, SUITE 500
NASHVILLE, TENNESSEE 37203

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103617927

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE PERSON SUBMITTING THE DOCUMENT MUST SIGN AND DATE THE DOCUMENT.

TONYA LEE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK EXAMINING OPERATION**

In re Post-Registration

Serial No.: 72/166,767
Mark: VIETTI
Applicant: Choice Food Of America, LLC
Filing Date: April 15, 1963
Attorney Docket No.: 000156

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

RESPONSE TO NOTICE OF NON-RECORDATION OF DOCUMENT

This is in response to the Notice of Non-Recordation of Document I.D. No. 103617927 which was originally filed on February 7, 2011, a copy of which is attached as EXHIBIT A, for Recordation of Assignment Nunc Pro Tunc from Vietti Foods Co., Inc. to Choice Food of America, LLC for the following three Registrations:

<u>MARK</u>	<u>TM REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
VIETTI (Block Letters)	0,769,248	May 5, 1964
SOUTHGATE (Block Letters)	1,594,449	May 1, 1990
A KICK IN THE CAN (Block Letters)	3,455,638	June 24, 2008

The Registration No. 0,769,248 was omitted from the issued Notice of Recordation of Assignments because of failure to sign the 2nd page cover sheet. Accordingly, Applicant resubmits a new Cover Sheet Page, properly signed and dated, and requests that the Registration No. 0,769,248 be recorded. Applicant believes the recordation costs were covered by the check attached in the original Recordation of Assignment filing (EXHIBIT A), however authorization is given to

charge any fees due for this recordation or filing to Deposit Account 23-0035 for the Recordation of the Assignment of the Registration No. 0,769,248.

The Commissioner is authorized to charge any additional fees or credit any overpayment coincident to this Response and Amendment to Deposit Account 23-0035.

Respectfully submitted,



Edward D. Lanquist, Jr.
WADDEY & PATTERSON, P.C.
Roundabout Plaza
1600 Division Street, Suite 500
Nashville, TN 37203
(615) 242-2400

Attorneys for Applicant

Certificate of First Class Mailing

I hereby certify that this Response and Amendment is being deposited with the United States Postal Service as First Class mail on April, 2011, addressed to:

Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451



Edward D. Lanquist, Jr.