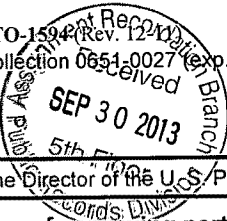


09/30/2013

Form PTO-1594 (Rev. 12/10) (Exp. 04/30/2015)
OMB Collection 0651-0027

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORD:
TRADEMARKS
103662352

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Vietti Foods Company, Inc.

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

Citizenship (see guidelines) _____

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

Street Address: 636 Southgate Avenue

City: Nashville

State: Tennessee

Country: USA Zip: 37203

- Individual(s) Citizenship _____
- Association Citizenship _____
- 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)

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

A. Trademark Application No.(s) Text

76/708,842

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

VIETTI AND DESIGN - 76/708,842 - Filed August 24, 2011

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

Name: Edward D. Lanquist, Jr.

Internal Address: WADDEY & PATTERSON, PC

Street Address: 1600 Division Street, Suite 500

City: Nashville

State: Tennessee Zip: 37203

Phone Number: 615-242-2400

Docket Number: 004935

Email Address: edl@iplawgroup.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

8. Payment Information:

Deposit Account Number 10/01/2013 KNCV: 23-0035 00000047 76708842

Authorized User Name WADDEY & PATTERSON, PC

9. Signature:

Signature

Edward D. Lanquist, Jr.

Name of Person Signing

9/19/12
Date

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

6

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

TRADEMARK
REEL: 005125 FRAME: 0105

**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 ("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.

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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.

532.5566

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.

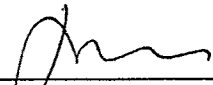
8.5. **Complete Agreement.** This Plan of Merger and the agreements and documents referred to herein contain the entire agreement and understanding among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings

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.

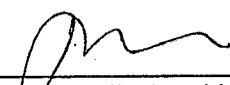
8.7. **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of this Plan of Merger shall be governed by the internal law of the State of Tennessee without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Tennessee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

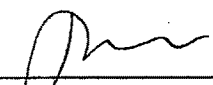
SURVIVING COMPANY:
CHOICE FOOD OF AMERICA, LLC

By: 
Philip Connelly, President

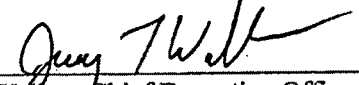
MERGED COMPANY:
CHOICE FOOD OF AMERICA, INC.

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

2 Recordations for Chain of Title

Chain of Title

Recordation of Assignment documentation):

1. First -
By Merger -
Applicant Vietti Foods Company, Inc. into
Survivor Choice Food of America, LLC
2. Second -
By Asset Purchase Agreement -
Choice Food of America, LLC to
Vietti Acquisition, LLC (wholly owned subsidiary of
Zwnaberg Food Group (USA), Inc.

Please contact us with any
questions.

Thank you,

Joan Binkley

Assistant to

Edward D. Lanquist Jr.

jb@iplawgroup.com

615-242-2400



09-26-2013

U.S. Patent and Trademark Office #72