

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600256

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	09/27/2020

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PATHWAY VALLEY SNACKS, LLC		09/08/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	TH Foods, Inc.
<b>Street Address:</b>	2134 Harlem Road
<b>City:</b>	Loves Park
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61111
<b>Entity Type:</b>	Corporation: ILLINOIS

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4905883	TERRI LYNN CARES
Registration Number:	4744882	TERRI LYNN CARES
Registration Number:	3775500	LIKE YOU'VE NEVER TASTED BEFORE
Registration Number:	2116996	STRICTLY BERRIES
Registration Number:	2083688	
Registration Number:	1779081	TERRI LYNN
Registration Number:	1680706	TERRI LYNN
Serial Number:	88260640	PATHWAY VALLEY SNACKS
Serial Number:	88377588	PATHWAY VALLEY SNACKS

## CORRESPONDENCE DATA

Fax Number: 3122457467

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3122457500

Email: trademark@masudafunai.com

Correspondent Name: George Kobayashi

Address Line 1: 203 N. LaSalle Street

Address Line 2: Suite 2500

OP \$240.00 4905883

**Address Line 4:** Chicago, ILLINOIS 60601

**NAME OF SUBMITTER:** George H. Kobayashi

**SIGNATURE:** /George H. Kobayashi/

**DATE SIGNED:** 09/29/2020

**Total Attachments: 16**

source=DE Certificate of Merger#page1.tif  
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source=TH Foods, Inc.-IL-Merger (Survivor)#page3.tif  
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# Delaware

The First State

Page 1

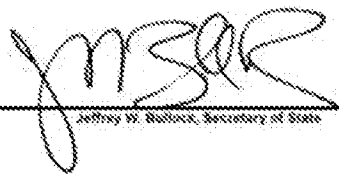
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PATHWAY VALLEY SNACKS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "TH FOODS, INC." UNDER THE NAME OF "TH FOODS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, AS RECEIVED AND FILED IN THIS OFFICE ON THE TENTH DAY OF SEPTEMBER, A.D. 2020, AT 4:42 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2020 AT 11:59 O`CLOCK P.M.



  
Jeffrey W. Bullock, Secretary of State

3666738 8100M  
SR# 20207212177

Authentication: 203724296  
Date: 09-24-20

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

TRADEMARK  
REEL: 007064 FRAME: 0918

**STATE OF DELAWARE**  
**CERTIFICATE OF MERGER OF A**  
**DOMESTIC LIMITED LIABILITY COMPANY INTO**  
**A FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**First:** The name of the surviving Corporation is TH FOODS, INC., a Foreign Corporation.

**Second:** The jurisdiction in which this Corporation was formed is Illinois.

**Third:** The name of the Limited Liability Company being merged into the Corporation is PATHWAY VALLEY SNACKS, L.L.C., a Delaware Limited Liability Company.

**Fourth:** The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

**Fifth:** The name of the surviving foreign Corporation is TH FOODS, INC.

**Sixth:** The effective date and time of the merger is September 27, 2020 at 11:59 p.m.

**Seventh:** An agreement of merger or consolidation is on file at a place of business of the surviving foreign Corporation and the address thereof is 2134 Harlem Road, Loves Park, Illinois 61111-2752.

**Eighth:** A copy of the agreement of merger or consolidation will be furnished by the surviving foreign corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

**Ninth:** The surviving foreign Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is

c/o Masuda, Funai, Eifert & Mitchell, Ltd.  
203 North LaSalle Street, Suite 2500  
Chicago, Illinois 60601-1262

IN WITNESS WHEREOF, said Foreign Corporation has caused this certificate to be signed by its authorized office, this 9 day of September, A.D., 2020.

By: Terry Jessen  
Authorized Officer

Name: Terry Jessen  
Title: President and Chief Executive Officer



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE-Secretary of State

5334-843-2

SEPTEMBER 11, 2020

CT CORPORATION SYSTEM  
118 W EDWARDS ST., STE 200  
SPRINGFIELD, IL 62704

RE TH FOODS, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND THE ARTICLES OF MERGER REGARDING THE ABOVE NAMED CORPORATION.

FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE SURVIVING CORPORATION SHALL EXECUTE A REPORT FOLLOWING MERGER (FORM BCA 14.35) AND FILE IT IN THIS OFFICE WITHIN SIXTY (60) DAYS OF THE EFFECTIVE DATE OF THE MERGER. THIS FORM IS AVAILABLE ON OUR WEBSITE AT [WWW.CYBERDRIVEILLINOIS.COM](http://WWW.CYBERDRIVEILLINOIS.COM). CLICK ON PUBLICATIONS ON THE MENU BAR.

SINCERELY,

*Jesse White*

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961

FORM **BCA 11.39** (rev. Dec. 2003)  
**ARTICLES OF MERGER**  
**BETWEEN ILLINOIS CORPORATIONS**  
**AND LIMITED LIABILITY COMPANIES**  
 Business Corporation Act

**FILED**

SEP 11 2020

JESSE WHITE  
 SECRETARY OF STATE

Secretary of State  
 Department of Business Services  
 501 S. Second St., Rm. 350  
 Springfield, IL 62756  
 217-782-6961  
 www.cyberdriveillinois.com

Remit payment in the form of a  
 check or money order payable  
 to Secretary of State.

The filing fee is \$100, but if merger  
 involves more than two corporations,  
 submit \$50 for each additional corporation.

File # 5334-843-2 Filing Fee: \$ 100<sup>00</sup> Approved: WR

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
✓ <u>TH FOODS, INC.</u>	<u>Illinois</u>	<u>5334-843-2</u> <u>S.</u>
✓ <u>PATHWAY VALLEY SNACKS, LLC</u>	<u>Delaware</u>	<u>6882137</u> <u>D. N.S.</u>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

- ✓ 3. a. Name of Surviving Party: TH FOODS, INC.
- ✓ b. Corporation or Limited Liability Company shall be governed by the laws of: Illinois

**For more space, attach additional sheets of this size.**

4. Plan of merger is as follows:

See attached. Merger is to be effective as of 11:59 p.m. on September 27, 2020.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10. (§11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
✓ TH FOODS, INC.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.



7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated September 9, 2020 TH FOODS, INC.  
Month & Day Year Exact Name of Corporation  
Terry Jessen  
Any Authorized Officer's Signature  
Terry Jessen, President and CEO  
Name and Title (type or print)

Dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month & Day Year Exact Name of Corporation  
\_\_\_\_\_  
Any Authorized Officer's Signature  
\_\_\_\_\_  
Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated September 8, 2020 PATHWAY VALLEY SNACKS, LLC.  
Month & Day Year Exact Name of Limited Liability Company  
Matthew D. Ptacek  
Signature  
Matthew Ptacek, Manager  
Name and Title (type or print)

Dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month & Day Year Exact Name of Limited Liability Company  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title (type or print)

**PLAN OF MERGER  
OF  
PATHWAY VALLEY SNACKS, LLC  
INTO  
TH FOODS, INC.**

**THIS PLAN OF MERGER** (this "Plan"), is entered into as of September 9, 2020, between Pathway Valley Snack, LLC, a Delaware limited liability company ("Subsidiary"), and TH Foods, Inc., an Illinois corporation ("Parent").

**WITNESSETH:**

**WHEREAS**, Subsidiary, is a wholly owned subsidiary of Parent, and Parent owns 100% of the membership interest of Subsidiary ("Membership Interests").

**WHEREAS**, Parent and Subsidiary have determined that it is in the best interest of Parent and Subsidiary that Subsidiary be merged into Parent under and pursuant to the applicable provisions of the Illinois Business Corporation Act of 1983 ("Act") and the Limited Liability Company Act of Delaware ("DE LLC Act").

**WHEREAS**, it is the intention of the Parent and Subsidiary that the merger constitute a tax-free reorganization under the Internal Revenue Code of 1986, as amended.

**WHEREAS**, the Board of Directors and Shareholders of Parent and the Sole Member and Sole Manager of Subsidiary have approved and adopted this Plan.

**NOW, THEREFORE**, in consideration of the premises and the mutual benefits herein set forth, the following shall occur:

1. **Merger**

Subsidiary shall be merged into Parent (the "Merger") in accordance with the applicable provisions of the Act and DE LLC Act which Merger shall be effective as of 11:59 p.m. on September 27, 2020 (the "Effective Date"). Upon the Effective Date:

1.1 **Surviving Corporation.** The separate existence of Subsidiary shall cease and the Subsidiary and Parent shall be a single corporation, and Parent shall be the surviving corporation and shall continue to exist as the surviving corporation.

1.2 Effect of Merger.

- a. Parent shall then and thereafter possess all of the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, all property, real, personal, tangible, intangible and mixed, and all debts due on whatever account, including subscriptions to shares, and all and every other interest of or belonging to or due to the Subsidiary shall be taken and deemed to be transferred to or vested in Parent, without further act or deed; and the title to any real estate or any interest therein vested in Parent shall not revert or be in any way impaired by reason of the Merger.
- b. Parent as the surviving corporation shall then and thereafter be responsible and liable for all the liabilities and obligations of each of Parent and Subsidiary and any existing or pending claim, action or proceeding by or against either of Parent and Subsidiary may be prosecuted to judgment as if the Merger had not taken place, and Parent may be substituted in the place of Subsidiary, and neither the rights of creditors or any liens upon the property of Subsidiary shall be impaired by the Merger.

1.3 Governance.

- ✓ a. The Articles of Incorporation and By-Laws of Parent as now in effect shall be and shall constitute its Articles of Incorporation and By-Laws after the Merger until amended, changed or repealed in accordance with Illinois law.
- b. There is no change to the directors or officers of the Parent.

2. **Cancellation of Membership Interests**

The Membership Interests held by Parent immediately prior to the Effective Date shall as a result of the Merger and without any action on the part of Parent, be cancelled and retired and cease to exist, ✓ without any conversion of the Membership Interests. All issued and outstanding shares of Parent before the Effective Date of the Merger shall remain the issued and outstanding shares of Parent after the Effective Date following the consummation of the Merger.

3. **Further Assurances**

If at any time Parent shall consider or be advised that any further assignments or assurances in law or any other agreements are necessary or desirable to vest, perfect or confirm, of record or otherwise, in Parent, the title to any property or right of Subsidiary, the officers and managers of Subsidiary in office immediately prior to the Effective Date shall, in the name of such corporation, execute and deliver such proper deeds, assignments, and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property or rights in Parent and otherwise carry out the

provisions of this Plan, and the officers and directors of the Parent are, jointly and severally, authorized in the name of the Parent, Subsidiary or otherwise to take any and all such action.

4. **Termination and Abandonment**

This Plan may be terminated and abandoned or amended, by action of the Board of Directors of the Parent at any time before the filing of the Articles of Merger with the Illinois Secretary of State. ✓ Upon such termination and abandonment, this Plan shall be void, without any effect and without liability on the part of Parent or its shareholders, directors or officers.

5. **Expenses**

Parent shall pay all expenses of carrying this Plan into effect in accomplishing the Merger.

[signature page follows]

IN WITNESS WHEREOF, Parent and Subsidiary has executed and delivered this Plan on this 9 day September, 2020.

**TH FOODS, INC.**

By: Terry Jessen  
Name: Terry S. Jessen  
Title: President and Chief Executive Officer

**PATHWAY VALLEY SNACKS, LLC**

By: Matthew D. Ptacek  
Name: Matt Ptacek  
Title: Manager

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of September 28, 2020, is made by Pathway Valley Snacks, LLC, a Delaware limited liability company located at 1450 Bowes Rd, Elgin, Illinois 60123 ("Assignor"), and TH Foods, Inc. an Illinois corporation located at 2134 Harlem Rd, Loves Park, Illinois 61111 ("Assignee").

WHEREAS, under the terms of the Plan of Merger, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this

Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

PATHWAY VALLEY SNACKS, LLC

By: Matthew D. Ptacek

Name: Matt Ptacek

Title: Manager

Address for Notices:

1450 Bowes Rd.

Elgin, Illinois 60123

ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

)  
)SS.  
)

On the \_\_\_\_ day of September, 2020, before me personally appeared Matt Ptacek, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as Manager of Pathway Valley Snacks, LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of Pathway Valley Snacks, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name:



AGREED TO AND ACCEPTED:

TH FOODS, INC.

By: Terry Jessen  
Name: Terry Jessen  
Title: President and Chief Executive Officer

Address for notices:  
2134 Harlem Road  
Loves Park, Illinois 61111

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )SS.  
)

On the \_\_\_\_\_ day of September, 2020, before me personally appeared Terry Jessen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President and Chief Executive Officer of TH Foods, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of TH Foods, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed Name:

**SCHEDULE 1  
ASSIGNED TRADEMARKS**

Trademark Registrations

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
TERRI LYNN CARES	United States	4905883	23-FEB-2016
TERRI LYNN CARES	United States	4744882	26-MAY-2015
LIKE YOU'VE NEVER TASTED BEFORE	United States	3775500	13-APR-2010
STRICTLY BERRIES	United States	2116996	25-NOV-1997
DESIGN ONLY	United States	2083688	29-JUL-1997
TERRI LYNN	United States	1779081	29-JUN-1993
TERRI LYNN	United States	1680706	24-MAR-1992

Trademark Applications

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Filing Date</b>
PATHWAY VALLEY SNACKS	United States	88260640	14-JAN-2019
PATHWAY VALLEY SNACKS	United States	88377588	09-APR-2019