

0202.4.99

02-16-1999



To the Honorable Commission

attached original documents or copy thereof.

1. Name of conveying party(

100965577

dress of receiving party(ies):

Sovex Foods, Inc.
Post Office Box 2178
Collegedale, TN 37315

Name: McKee Foods Corporation

Internal Address: _____

Street Address: Post Office Box 750

City: Collegedale State: TN ZIP: 37315

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Tennessee

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Tennessee

Other _____

Other _____

Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- 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)

Execution Date: July 4, 1998

Additional name(s) and address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Attached Schedule

B. Trademark Registration No.(s)
See Attached Schedule

Additional numbers attached? Yes No

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

Name: Jocelyn G. Bolling

Internal Address: Suite 200

Street Address: 1330 Connecticut Avenue NW

City: Washington State DC ZIP: 20036

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41): \$ 690

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
(For Any Deficiency) 04-1425

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jocelyn G. Bolling
Name of Person Signing

Signature

2-4-99
Date

Total number of pages comprising cover sheet: one (1)

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:

02/12/1999 NGUYEN 00000154 2014289

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
650.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

Transfer from Sovex Foods, Inc. to McKee Foods Corporation by Merger

| <i>United States Trademark</i> | <i>Serial No. Or Registration No.</i> | <i>Class</i> |
|---------------------------------------|--|---------------------|
| IT'S A NEW WORLD FOR GRANOLA LOVERS | 2,031,243 | 30 |
| GOOD SHEPHERD | 1,835,909 | 29, 30, 31 |
| NATURE'S STOREHOUSE | 1,276,442 | 30 |
| NATURE'S STOREHOUSE | 1,048,246 | 30 |
| GOOD SHEPHERD | 940,606 | 29, 30 |
| FOR GOODNESS FLAKES | 1,777,367 | 30 |
| NATURE'S STOREHOUSE & DESIGN | 1,048,247 | 30 |
| SOVEX | 1,006,963 | 30 |
| HEARTY LIFE NATURAL FOODS & LOGO | 1,118,375 | 30 |
| HEARTY LIFE NATURAL FOODS & DESIGN | 2,040,985 | 30 |
| BAKING BASICS | 2,014,289 | 29 |
| RICE MOO | 75/090,114 | 30 |
| GOLDEN TOFFEE CRUNCH | 2,116,887 | 30 |
| BREAKFAST EXPRESS | 75/109,207 | |
| SOVEX & DESIGN | 2,113,686 | 29, 30, 32 |
| GOOD SHEPHERD & DESIGN | 2,156,221 | 29 |
| HEARTLAND & DESIGN | 1,112,831 | 30 |
| INSTEAD OF MILK & Design | 2,051,224 | 29 |
| NATURALLY TOFU | 1,844,585 | 30 |
| BETTER THAN MILK? | 1,828,468 | 30 |
| BETTER THAN ICE CREME? | 74/561,177 | 30 |
| INSTEAD OF YOGURT! | 2,143,309 | 30 |
| HEARTY LIFE SOUR CREME | 75/108,594 | 29 |
| SOY AMAZING | 75/460,479 | 29 |
| HEARTY LIFE & DESIGN | 75/471,387 | 29, 30, 32 |
| RICE AMAZING | 75/534,729 | 32 |
| HEARTLAND | 976,058 | 29, 30 |

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

ISSUANCE DATE: 12/11/1998
REQUEST NUMBER: 98345153

CHARTER/QUALIFICATION DATE: 05/29/1969
STATUS: MERGED
CORPORATE EXPIRATION DATE: PERPETUAL
CONTROL NUMBER: 0029302
JURISDICTION: TENNESSEE

TO:
DORSEY & WHITENEY LLP
AT: JOCELYN BOLLING
1330 CONNECTICUT AVE
WASHINGTON, DC 20036

REQUESTED BY:
DORSEY & WHITENEY LLP
AT: JOCELYN BOLLING
1330 CONNECTICUT AVE
WASHINGTON, DC 20036

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"SOVEX FOODS, INC."

WAS INCORPORATED OR QUALIFIED TO DO BUSINESS IN THE STATE OF TENNESSEE ON THE
ABOVE DATE, AND THAT THE ATTACHED DOCUMENT(S) WAS/WERE FILED IN OFFICE ON THE
DATE(S) AS BELOW INDICATED:

| REFERENCE NUMBER | DATE FILED | FILING TYPE | FILING ACTION |
|------------------|------------|-------------|-------------------------------------|
| 3531-0190 | 07/02/1998 | MERGER | NAM DUR STK PRN OFC AGT INC MAL FYC |

FOR: REQUEST FOR COPIES

ON DATE: 12/11/98

FEEES

FROM:
DORSEY & WHITNEY LLP (WASHINGTON)
1330 CONNECTICUT AVE
SUITE 200
WASHINGTON, DC 20036-0000

RECEIVED: \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00002395663
ACCOUNT NUMBER: 00235700



Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

ARTICLES OF MERGER OF
SOVEX FOODS, INC.
INTO MCKEE FOODS CORPORATION

Pursuant to the provisions of Section 48-21-107 of the Tennessee Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

1. The Plan and Agreement of Merger (the "Plan") is attached to these Articles.
2. The approval of the shareholders of McKee Foods Corporation ("McKee") is not required, and the Plan was adopted by the board of directors on June 26, 1998.
3. Sovex Foods, Inc. ("Sovex"), is a wholly-owned subsidiary of McKee and approval of its shareholders and directors is not required.
4. McKee shall be the surviving corporation and the separate corporate existence of Sovex shall cease upon the effective date of these Articles of Merger.
5. These Articles of Merger shall become effective on July 4, 1998, at 12:01 a.m.

MCKEE FOODS CORPORATION

By: _____

Jack C. McKee
Jack C. McKee
President and CEO

SOVEX FOODS, INC.

By: _____

Glenn A. Fuller
Glenn A. Fuller
President and CEO

PLAN AND AGREEMENT OF MERGER
OF SOVEX FOODS, INC. INTO
McKEE FOODS CORPORATION

Pursuant to the provisions of Section 48-21-101 et seq. of the Tennessee Business Corporation Act ("TBCA"), and specifically Section 48-21-105 of the TBCA, the undersigned corporations adopt the following Plan and Agreement of Merger:

1. Merger. McKee Foods Corporation ("McKee") owns 100% of the outstanding stock of Sovex Foods, Inc. ("Sovex"). McKee and Sovex are Tennessee corporations. On the Effective Date, as defined in Section 4 hereof, Sovex shall be merged into McKee (the "Merger"). McKee shall be the surviving corporation and the separate corporate existence of Sovex shall cease upon the Effective Date.

2. Manner and Basis of Converting Shares. On the Effective Date, each issued and outstanding share of stock of Sovex shall, by virtue of the Merger and without any action on the part of the record holder thereof, be extinguished and cancelled. The shares of McKee shall not be affected.

3. Effect of Merger. On the Effective Date: (i) the separate existence of Sovex shall cease and Sovex shall be merged with and into McKee as the surviving corporation, with the effects set forth in Section 48-21-108 of the TBCA. McKee shall then possess all of the rights, privileges, powers, immunities, purposes and franchises, both public and private, of Sovex; (ii) title to all real estate and other property owned by Sovex shall be vested in McKee without reversion or impairment; (iii) all liabilities of Sovex shall be assumed by and be the responsibility of McKee; (iv) any proceeding pending against either Sovex or McKee may be continued as if the Merger did not occur or McKee may be substituted in the proceeding for Sovex; and (v) the rights of creditors, and liens upon or security interests in the property, of Sovex shall not be impaired by the Merger. If at any time after the Effective Date, McKee shall consider or be advised that any further assignment or assurances are necessary or desirable to vest in McKee the title of any property or rights of Sovex, the directors and officers of Sovex shall have the authority to execute and make all such proper assignments and assurances and to do all things necessary or proper to vest title in such property or rights in McKee and to otherwise carry out the purposes of this Plan of Merger.

4. Effective Date. As used in this Plan and Agreement of Merger, the term "Effective Date" shall mean July 4, 1998, at 12:01 a.m.

IN WITNESS WHEREOF, the undersigned corporations have caused this Plan and Agreement of Merger to be executed by their duly authorized officers this 26th day of June, 1998.

McKEE FOODS CORPORATION

By: Jack C. McKee
Jack C. McKee
President and CEO

SOVEX FOODS, INC.

By: Glenn A. Fuller
Glenn A. Fuller
President and CEO