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U.S. Patent & TMO/TM Mail Rpt Dt. #30

101313818

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

04/10/2000 DEBITES 80000076 07/09/00

01 FC:481
02 FC:482

40.00 CH
800.00 CH

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002045 FRAME: 0882

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/810,172"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,084,168"/>	<input type="text" value="559,285"/>	<input type="text" value="1,797,203"/>
<input type="text" value="75/108,824"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,708,508"/>	<input type="text" value="1,455,619"/>	<input type="text" value="2,278,221"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="995,682"/>	<input type="text" value="1,261,084"/>	<input type="text" value="1,663,021"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Doreen E. Hummel

Doreen E. Hummel

3-3-00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

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Address (line 3)

City

State/Country

Zip Code

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Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,388,470

1,447,805

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"CHEX INC.", A DELAWARE CORPORATION,

WITH AND INTO "GARDETTO'S BAKERY, INC." UNDER THE NAME OF "GARDETTO'S BAKERY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF DECEMBER, A.D. 1999, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1999.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Handwritten signature of Edward J. Freel

Edward J. Freel, Secretary of State

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991541827

AUTHENTICATION: 0147894

DATE: 12-17-99

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 15th day of December, 1999, pursuant to Section 252 of the General Corporation Law of the State of Delaware, between Chex, Inc., a Delaware corporation and Gardetto's Bakery, Inc., a Wisconsin corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Gardetto's Bakery, Inc. hereby merges into itself, Chex, Inc., and said Chex, Inc. shall be and hereby is merged into Gardetto's Bakery, Inc. which shall be the surviving corporation.

SECOND: The Articles of Incorporation of Gardetto's Bakery, Inc. as heretofore amended and as in effect on the date of merger provided for in this Agreement, shall continue in full force and effect as the Articles of Incorporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of this Agreement shall be retired and cancelled, and all the rights of General Mills Missouri, Inc., in respect thereto shall forthwith be converted into 662,026 shares of non-voting common stock and 506,652 shares of voting common stock of the surviving corporation.

(c) After the effective date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the merged corporation shall surrender the same to the surviving corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the surviving corporation on the basis provided herein.

FOURTH: The terms and conditions of the merger are as follows:

- (a) The bylaws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.
- (b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.
- (c) This merger shall become effective on December 31, 1999.
- (d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the date of filing this Agreement with the Secretary of State.

SIXTH: This plan of merger was approved by the Board of Directors and the shareholders of each constituent corporation in accordance with Section 180.1103 of the Wisconsin Business Corporation Law and Section 252 of the Delaware General Corporation Law.

SEVENTH: The surviving corporation of this merger agrees that:

1. It may be served with process in the State of Delaware in any proceeding for the enforcement of an obligation of a constituent corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against the surviving corporation.
2. The Secretary of State of Delaware shall be and hereby is irrevocably appointed as agent of the surviving corporation to accept service of process in any such proceeding: the address to which process may be forwarded is Number One General Mills Blvd., Minneapolis, MN 55426, Attention: General Counsel.
3. The surviving corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Delaware which is a party to the merger the amount, if any, to which they are entitled under the Delaware General Corporation Law.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders have caused these presents to be executed by the vice president of each party hereto as the respective act, deed and agreement of said corporation on this 15th day of December, 1999.

GARDETTO'S BAKERY, INC.

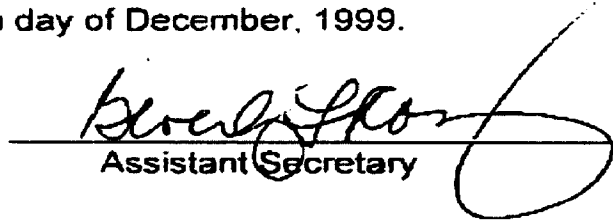
By: Ivy Bernhardsen
Title: Vice President
Ivy Bernhardsen

CHEX, INC.

By: W. Van Brunt
Title: Vice President
W. Van Brunt

I, Beverly L. Rosenberg, Assistant Secretary of Chex, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation, was duly adopted pursuant to Section 228 of the Delaware General Corporation Law by unanimous written consent of the sole stockholder of Chex, Inc. holding all of the issued and outstanding shares of capital stock of the corporation having voting power, which Agreement of Merger was thereby adopted as the act of the sole stockholder of Chex, Inc.

WITNESS my hand on this 15th day of December, 1999.


Assistant Secretary

AGMTS.AgtOfMerger(Chex-Gardetto)