

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653449

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/31/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DCI Cheese Company, Inc.		03/31/2021	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Fairmont Cheese Acquisition, Inc.
Street Address:	Corporate Trust Center, 1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Serial Number:	78405893	ADVANTAGE GOURMET
Serial Number:	78335678	ALPENHAUS
Serial Number:	78206100	AMISH TRADITIONS
Serial Number:	78206231	AMISH TRADITIONS
Serial Number:	75576631	BELLA COLLINA
Serial Number:	76168620	CAESAR JACK
Serial Number:	73584704	CHEVRION
Serial Number:	85230097	COUNTY LINE
Serial Number:	73531315	
Serial Number:	71380455	COUNTY LINE
Serial Number:	88507746	COUNTY LINE DELI QUALITY SINCE 1920
Serial Number:	76451427	CROISSANT TWIRLS
Serial Number:	75752806	DANAMARK
Serial Number:	78490713	DELI USA
Serial Number:	73212178	DORMAN'S
Serial Number:	78176663	DUTCHMARK
Serial Number:	77445425	EL CORTIJO
Serial Number:	86589694	ERIN GOLD

OP \$1265.00 78405893

Property Type	Number	Word Mark
Serial Number:	77000797	EUROPEAN LEGACY
Serial Number:	85020451	FARMERS PROMISE
Serial Number:	78233183	FLORALIE
Serial Number:	78606153	GREAT MIDWEST
Serial Number:	77585950	GREEK ISLE
Serial Number:	77572062	GREEK ISLE
Serial Number:	76567114	GREEN BAY CHEESE
Serial Number:	77086292	IL GIARDINO
Serial Number:	73772383	IL GIARDINO
Serial Number:	77086280	JOAN OF ARC
Serial Number:	71105996	JOAN OF ARC
Serial Number:	77086287	KING'S CHOICE
Serial Number:	77450936	LE GRAND LUXE
Serial Number:	78548035	LEGENDS OF CHEDDAR
Serial Number:	74293211	LOST CREEK FARMS
Serial Number:	74498574	MAITRE D'
Serial Number:	85574011	METROPOLITAIN
Serial Number:	77886600	METROPOLITAIN
Serial Number:	72379000	MUN-CHEE
Serial Number:	74199705	NIKOS
Serial Number:	77601966	ORGANIC CREAMERY
Serial Number:	76369367	ORGANIC CREAMERY
Serial Number:	88618123	ORGANIC CREAMERY
Serial Number:	78566972	PARTY EXPRESS
Serial Number:	73549469	PASSPORT
Serial Number:	85009659	RED LEAF
Serial Number:	75384507	SALEMVILLE
Serial Number:	78191552	SAN DOMENICO
Serial Number:	78178387	SILLY CHEESE
Serial Number:	85005175	SMOKEHAUS BLUE
Serial Number:	73044821	SPRUCE MOUNTAIN SHARP
Serial Number:	75609594	TIMBER LAKE

CORRESPONDENCE DATA

Fax Number:

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: 8472671129

Email: julie.hopkins@saputo.com

Correspondent Name: Julie Hopkins
Address Line 1: One Overlook Point, Suite 300
Address Line 4: Lincolnshire, ILLINOIS 60069

NAME OF SUBMITTER: Julie Hopkins

SIGNATURE: /JULIEHOPKINS/

DATE SIGNED: 06/11/2021

Total Attachments: 8

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DO NOT STAPLE

FORM **2000**

ARTICLES OF MERGER

Sec. 178.1124, 179.77, 180.1105, 181.1105, and 183.1204
Wis. Stats

1. Non-Surviving Parties to the Merger:

Company Name: DCI Cheese Company, Inc.		
Indicate (X) Entity Type	<input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>Wisconsin</u> (state or country)

Company Name:		
Indicate (X) Entity Type	<input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u> </u> (state or country)

EXCEPTION: If the merger involves only Chapter 180 business corporations, use form 2001.
Schedule more non-surviving parties as an additional page

2. Surviving Entity:

Company Name: Fairmount Cheese Acquisition, Inc.		
Indicate (X) Entity Type	<input type="checkbox"/> General Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Liability Partnership (Ch. 178, Wis. Stats.) <input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.) <input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	Organized under the laws of <u>Delaware</u> (state or country)

Office Use Only

3. Indicate below if the surviving entity is an indirect wholly owned subsidiary or parent:

The surviving entity is a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent and the merger was approved in accordance with sec. 180.11045 and the requirements of sec. 180.11045(2) have been satisfied.

The surviving entity is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.

4. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving entity of this merger is a domestic or foreign **nonstock** corporation. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103(2)(c).

The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.

The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against

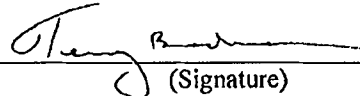
(Append or attach the **PLAN OF MERGER**, (Optional Plan of Merger template on Pages 3 & 4)

5. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on March 31, 2021 (date) at 11:57 PM ET (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 178.0114, 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on March 31, 2021 (date) by the surviving entity on behalf of all parties to the merger.



 (Signature)

Mark (X) below the title of the person executing the document.

For a **corporation**
 Title: President OR Secretary
 or other officer title _____

For a **limited liability company**
 Title: Member OR Manager

For a **limited partnership/general partnership/limited liability partnership**
 Title: General Partner Partner

Terry Brockman

 (Printed Name)

This document was drafted by: Timothy O'Brien
 (Name the individual who drafted the document)

AGREEMENT OF MERGER
OF
DCI CHEESE COMPANY, INC.
(a Wisconsin corporation)
WITH AND INTO
FAIRMOUNT CHEESE ACQUISITION, INC.
(a Delaware corporation)

THIS AGREEMENT OF MERGER, dated as of March 31, 2021 (this "Agreement"), is entered into by and between DCI CHEESE COMPANY, INC., a Wisconsin corporation ("DCI"), and FAIRMOUNT CHEESE ACQUISITION, INC., a Delaware corporation ("Fairmount").

RECITALS

WHEREAS, Fairmount owns all of the outstanding stock of DCI; and

WHEREAS, Fairmount, in its capacity as the sole stockholder of DCI, has (i) determined, along with the Board of Directors of DCI, that it is advisable and in the best interests of DCI to merge DCI with and into Fairmount (the "Merger") pursuant to the provisions of Section 180.1104 of the Wisconsin Business Corporation Law (the "WBCL") and Section 253 of the Delaware General Corporation Law, as amended (the "DGCL"), whereupon Fairmount shall continue as the surviving company, and (ii) authorized and approved the Merger and this Agreement, in each case, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained in this Agreement, DCI and Fairmount hereby agree as follows:

1. The Merger. In accordance with Section 180.1104 of the WBCL and Section 253 of the DGCL, and upon the terms and conditions of this Agreement, at the Effective Time (as defined below), (i) DCI shall be merged with and into Fairmount, (ii) the separate company existence of DCI shall cease and (iii) Fairmount shall continue as the surviving company. Fairmount as the surviving company after the Merger is hereinafter sometimes referred to herein as the "Surviving Company". At the Effective Time, the effect of the Merger shall be as provided in this Agreement and Section 180.1104 of the WBCL and Section 253 of the DGCL.

2. Effective Time. The Merger shall become effective at 11:57 PM Eastern Time on March 31, 2021 (the "Effective Time").

3. Certificate of Merger; Articles of Merger. DCI and Fairmount agree that they will cause to be executed, delivered and filed the Articles of Merger with the Department of Financial Institutions of Wisconsin, and that they will cause to be executed, delivered and filed the Certificate of Ownership and Merger with the Secretary of State of Delaware, and to be performed all necessary acts within the State of Wisconsin, the State of Delaware and elsewhere

to effect the Merger. Unless the context otherwise requires, the term "Agreement" as used herein refers collectively to this Agreement, Articles of Merger and the Certificate of Merger.

4. Effect of Merger. The Merger shall have the effect specified in the DGCL. Without limiting the generality of the foregoing, in the Merger, Surviving Entity shall succeed, insofar as provided by law, to all rights, privileges, immunities, franchises, assets, liabilities duties and obligations of DCI in accordance with the DGCL. At the Effective Time, by virtue of the Merger and without any action on the part of the holders of common stock of DCI, (i) each outstanding share of common stock of DCI (including, if any, all treasury stock) shall automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor, and (ii) each share of capital stock of Fairmount issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

5. Organizational Documents. The by-laws of Fairmount in effect at the Effective Time shall be the by-laws of the Surviving Company until thereafter amended as provided therein or by the DGCL, and the certificate of incorporation of Fairmount in effect at the Effective Time, shall be the certificate of incorporation of the Surviving Company until thereafter amended as provided therein or by the DGCL.

6. Directors and Officers. The directors and officers of Fairmount immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Company, each until the expiration of the current term of such director or officer as such, or the appointment, election and qualification of his or her respective successor or his or her prior death, resignation, retirement or removal from directorship or office, as applicable.

7. Additional Actions. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effect the Merger and to comply with the requirements of the WBCL and DGCL. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of DCI, or otherwise to carry out this Agreement, the officers and directors of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of each of DCI and Fairmount, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of DCI and Fairmount or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Company or otherwise to carry out this Agreement.

8. Tax Treatment. The parties hereto agree that for United States federal and state income tax purposes, the Merger is intended to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and/or as a tax-free liquidation under Section 332 of the Code, and this Agreement shall be treated as a "plan of reorganization" and/or a "plan of liquidation," respectively, as defined in the Code and the Treasury Regulations promulgated thereunder.

9. Termination. This Agreement may be terminated, and the Merger contemplated hereby may be abandoned, at any time prior to the Effective Time by action of the directors of Fairmount if it should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of DCI or Fairmount. In the event of such termination and abandonment, this Agreement shall become void and none of DCI, Fairmount or their respective managers, members, directors or officers, as the case may be, shall have any liability with respect to such termination and abandonment.

10. Amendment and Waiver. At any time prior to the Effective Time, this Agreement may, to the extent permitted by the WBCL and DGCL, be supplemented, amended or modified by the mutual consent of DCI and Fairmount. Any extension or waiver of the obligations herein of either party shall be valid only if set forth in an instrument in writing referring to this section and signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

11. Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party.

13. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

14. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

15. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

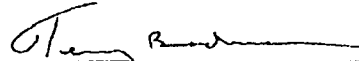
16. Entire Agreement. This Agreement, including the agreements, documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic image scan shall be effective as delivery of a manually executed counterpart of this Agreement.

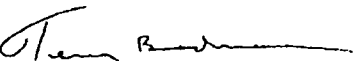
Signature page follows.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by its duly authorized officer as of the date first above written.

DCI CHEESE COMPANY, INC.

By: 
Name: Terry Brockman
Title: President

FAIRMOUNT CHEESE ACQUISITION, INC.

By: 
Name: Terry Brockman
Title: President

[Signature Page to Agreement of Merger]



For Office



State of Wisconsin
Department of Financial Institutions

Endorsement

ARTICLES OF MERGER - Ch. 180

DCI CHEESE COMPANY, INC.

Received Date: 3/31/2021

Filed Date: 4/1/2021

Filing Fee: \$150.00

Expedited Fee: \$25.00

Total Fee: \$175.00

Entity ID#: 1C15261

Articles of Merger, merging DCI CHEESE COMPANY, INC. (a WI domestic Corp)(Chap 180)(Non-Survivor) into an unlicensed foreign Corp (Survivor)

Effective Date: March 31, 2021

OOS# 305779