

07-31-2000

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SHEET

Attorney Docket Nos.: 51545-5007-1

To the Assistant Commissioner for Patents:

Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):

Vlasic Farms, Inc.

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and address of receiving party(ies):

Name: Money's Foods U.S. Inc.

Internal Address:

Street Address: P.O. Box 169, Maidencreek Road

City: Blandon

State: Pennsylvania Zip: 19510

Additional name(s) & address(es) attached?

Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: February 1, 2000

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

If this document is being filed together with a new application the execution date of the application is:

A. Patent Application No.:

B. Patent Nos: 6,041,544

Additional numbers attached:  Yes  No

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

Name: Mr. Reid G. Adler  
Internal Address: Customer No. 09629  
Morgan, Lewis & Bockius LLP

Street Address: 1800 M Street, N.W.  
City: Washington State: D.C. Zip: 20036

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R §3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account 50-0310

8. Deposit account number: 50-0310  
Attach duplicate of page if paying by deposit account

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.

Elizabeth C. Weimar, Reg. No. 44,478  
Name and Reg. No. of Person Signing

*Elizabeth C. Weimar*  
Signature

July 6, 2000  
Date

07/28/2000 NTHA11 00000230 6041544

Total number of pages including cover sheet, attachments and documents: 14

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40.00 DP

**CERTIFICATE OF MERGER**

**OF**

**MONEY'S FOODS (U.S.) LTD.**  
**(a Washington Corporation)**

**WITH AND INTO**

**VLASIC FARMS, INC.**  
**(an Ohio Corporation)**

**RECEIVED**

**FEB 03 2000**

**J. KENNETH BLACKWELL**  
**SECRETARY OF STATE**

Vlasic Farms, Inc., an Ohio corporation ("Vlasic"), which desires to merge with Money's Foods (U.S.) Ltd., a Washington corporation ("Money's"), pursuant to the provisions of Section 1701.78 of the General Corporation Law of the State of Ohio (the "Merger"), hereby certifies as follows:

**FIRST:** The names and states of incorporation of the constituent corporations in the Merger (collectively the "Constituent Entities" and each a "Constituent Entity") are as follows:

Name	State of Incorporation
Money's Foods (U.S.) Ltd.	Washington
Vlasic Farms, Inc.	Ohio

**SECOND:** The Constituent Entities have complied with all of the provisions of the WBCA and the DGCL.

**THIRD:** Money's shall merge with and into Vlasic with Vlasic surviving the merger as the surviving corporation (the "Surviving Corporation"). The name of the Surviving Corporation shall be Money's Foods U.S. Inc.

**FOURTH:** The Certificate of Incorporation of Vlasic, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, except that Article One shall be amended as follows:

"The name of the corporation shall be Money's Foods U.S. Inc."

**FIFTH:** The executed Agreement of Merger is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the

1-PVLSND.1

**COPY**

**CERTIFICATE OF MERGER****OF****MONEY'S FOODS (U.S.) LTD.  
(a Washington Corporation)****WITH AND INTO****VLASIC FARMS, INC.  
(an Ohio Corporation)**

Vlasic Farms, Inc., an Ohio corporation ("Vlasic"), which desires to merge with Money's Foods (U.S.) Ltd., a Washington corporation ("Money's"), pursuant to the provisions of Section 1701.78 of the General Corporation Law of the State of Ohio (the "Merger"), hereby certifies as follows:

**FIRST:** The names and states of incorporation of the constituent corporations in the Merger (collectively the "Constituent Entities" and each a "Constituent Entity") are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Money's Foods (U.S.) Ltd.	Washington
Vlasic Farms, Inc.	Ohio

**SECOND:** The Constituent Entities have complied with all of the provisions of the WBCA and the DGCL.

**THIRD:** Money's shall merge with and into Vlasic with Vlasic surviving the merger as the surviving corporation (the "Surviving Corporation"). The name of the Surviving Corporation shall be Money's Foods U.S. Inc.

**FOURTH:** The Certificate of Incorporation of Vlasic, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, except that Article One shall be amended as follows:

"The name of the corporation shall be Money's Foods U.S. Inc."

**FIFTH:** The executed Agreement of Merger is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the

Surviving Corporation is c/o 2700-700 West Georgia Street, Vancouver, British Columbia. A copy of the executed Agreement of Merger will be furnished by the Surviving Corporation, on receipt of written request and without cost, to any stockholder of either of the Constituent Corporations.

SIXTH: The Merger shall become effective upon filing with the Secretary of State of Ohio.


SEVENTH: The Agreement of Merger is authorized on behalf of each of the Constituent Entities and each person whose signature appears on behalf of each Constituent Entity below is authorized to sign of behalf of such Constituent Entity.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors and shareholders, if applicable, have duly executed this Agreement as of the day and year first written above.

VLASIC FARMS, INC.,  
an Ohio Corporation

By:   
Name:  
Title:

MONEY'S FOODS (U.S.) LTD.  
a Washington Corporation

By:   
Name:  
Title:

**AGREEMENT OF MERGER****OF****MONEY'S FOODS (U.S.) LTD.  
(a Washington Corporation)****WITH AND INTO****VLASIC FARMS, INC.  
(an Ohio Corporation)**

This AGREEMENT OF MERGER (this "Agreement") is dated as of February 1, 2000, by and between Money's Foods (U.S.) Ltd., a Washington Corporation ("Money's"), and Vlastic Farms, Inc., an Ohio corporation ("Vlastic"):

**RECITALS**

Money's is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington;

Vlastic is an Ohio corporation duly organized, validly existing and in good standing under the laws of the State of Ohio; and

The Board of Directors of Money's has approved the merger contemplated by this Agreement in accordance with the Washington Business Corporation Act ("WBCA"), and the Board of Directors have approved the merger contemplated by this Agreement in accordance with the Ohio General Corporation Law ("OGCL").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, agree as follows:

1. **Parties to Merger.** Money's and Vlastic (the "Constituent Entities") shall effect a merger (the "Merger") in accordance with and subject to the terms and conditions of this Agreement.
2. **Merger: Governing Law.** At the Effective Time (as defined in Section 3 hereof), Money's shall be merged with and into Vlastic, with Vlastic being the surviving corporation in the Merger (the "Surviving Corporation"). The Surviving Corporation shall continue to be governed by the laws of the State of Ohio.
3. **Filing and Effective Time.** Certificates of merger (the "Certificates of Merger") will be filed with the Secretary of State of the State of Ohio and the Secretary of State of the State of

Washington. The Merger shall become effective at the time of filing of the Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Washington, or such later time as is agreed upon by the parties hereto and set forth in the Certificates of Merger (the "Effective Time").

4. Certificate of Incorporation. The Certificate of Incorporation of Vlasic, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, except that Article One shall be amended as follows:

"The name of the corporation shall be Money's Foods U.S. Inc."

5. Bylaws. At the Effective Time, the Bylaws of Vlasic shall be and thereafter remain the Bylaws of the Surviving Corporation until altered, amended or repealed in the manner provided in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law.

6. Directors and Officers. At the Effective Time, the directors and the officers of Money's shall be the directors and the officers of the Surviving Corporation. Each such director and officer shall hold office until his resignation or removal, in accordance with the Certificate of Incorporation and the Bylaws of the Surviving Corporation and applicable law.

7. Conversion of Common Stock. At the Effective Time, (1) all shares of the capital stock of Money's shall be converted into one hundred (100) shares of Vlasic, and (2) the one hundred (100) shares of Vlasic stock outstanding prior to the Effective Time shall be cancelled.

8. Effect of Merger. At the Effective Time, the Merger shall have the effect set forth in the WBCA and the DGCL.

9. Further Assurances. Each of the Constituent Entities shall use its best efforts to take all action and to do all things necessary in order to consummate and make effective the actions contemplated in this Agreement. If at any time the Surviving Corporation, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of Money's acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Agreement, the Money's and its proper officers and managers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers of the Surviving Corporation are fully authorized in the name of Money's or otherwise to take any and all such action.

10. Compliance with Statutes. All statements and matters required to be set forth in an agreement of merger by the WBCA and the DGCL are contained in this Agreement.


11. Amendment or Termination. This Agreement may be amended or terminated at any time on or before the Effective Time by agreement of the Boards of Directors of Vlasic and Money's; provided, however, that this Agreement may not be amended in any manner which is then prohibited by law.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. The parties agree that a facsimile may be executed as an original.

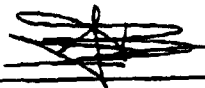
13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors and shareholders, if applicable, have duly executed this Agreement as of the day and year first written above.

VLASIC FARMS, INC.,  
an Ohio Corporation

By:   
Name: \_\_\_\_\_  
Title:

MONEY'S FOODS (U.S.) LTD.  
a Washington Corporation

By:   
Name: \_\_\_\_\_  
Title:



FILED  
STATE OF WASHINGTON

**FEB 3 2000**

RALPH MUNRO  
SECRETARY OF STATE


**ARTICLES OF MERGER  
OF  
MONEY'S FOODS (U.S.) LTD.,  
A WASHINGTON CORPORATION  
INTO  
VLASIC FARMS, INC.,  
AN OHIO CORPORATION**

Pursuant to the provisions of the Washington Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

1. The Agreement and Plan of Merger is set forth on Exhibit A.
2. The merger was duly approved by the shareholders pursuant to RCW 35B. 11.030.

Executed on this first day of February, 2000.

Money's Foods (U.S.) Ltd.,  
a Washington corporation

By:   
Name: LEN BYKOWSKI  
Title: CEO

Vlasic Farms, Inc.,  
an Ohio corporation

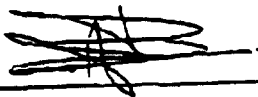
By:   
Name: LEN BYKOWSKI  
Title: PRESIDENT

Exhibit A

**AGREEMENT AND PLAN OF MERGER**

**OF**

**MONEY'S FOODS (U.S.) LTD.**  
**(a Washington Corporation)**

**WITH AND INTO**

**VLASIC FARMS, INC.**  
**(an Ohio Corporation)**

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of February 1, 2000, by and between Money's Foods (U.S.) Ltd., a Washington Corporation ("Money's"), and Vlastic Farms, Inc., an Ohio corporation ("Vlastic"):

**RECITALS**

Money's is a corporation duly organized, validly existing and in good standing under the laws of the State of Washington;

Vlastic is an Ohio corporation duly organized, validly existing and in good standing under the laws of the State of Ohio; and

The Board of Directors of Money's has approved the merger contemplated by this Agreement in accordance with the Washington Business Corporation Act ("WBCA"), and the Board of Directors have approved the merger contemplated by this Agreement in accordance with the Ohio General Corporation Law ("OGCL").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, agree as follows:

1. **Parties to Merger.** Money's and Vlastic (the "Constituent Entities") shall effect a merger (the "Merger") in accordance with and subject to the terms and conditions of this Agreement.

2. **Merger: Governing Law.** At the Effective Time (as defined in Section 3 hereof), Money's shall be merged with and into Vlastic, with Vlastic being the surviving corporation in the Merger (the "Surviving Corporation"). The Surviving Corporation shall continue to be governed by the laws of the State of Ohio.

3. **Filing and Effective Time.** Certificates of merger (the "Certificates of Merger") will be filed with the Secretary of State of the State of Ohio and the Secretary of State of the State of

Washington. The Merger shall become effective at the time of filing of the Certificates of Merger with the Secretary of State of the State of Ohio and the Secretary of State of the State of Washington, or such later time as is agreed upon by the parties hereto and set forth in the Certificates of Merger (the "Effective Time").

4. Certificate of Incorporation. The Certificate of Incorporation of Vlastic, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation, except that Article One shall be amended as follows:

"The name of the corporation shall be Money's Foods U.S. Inc."

5. Bylaws. At the Effective Time, the Bylaws of Vlastic shall be and thereafter remain the Bylaws of the Surviving Corporation until altered, amended or repealed in the manner provided in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law.

6. Directors and Officers. At the Effective Time, the directors and the officers of Money's shall be the directors and the officers of the Surviving Corporation. Each such director and officer shall hold office until his resignation or removal, in accordance with the Certificate of Incorporation and the Bylaws of the Surviving Corporation and applicable law.

7. Conversion of Common Stock. At the Effective Time, (1) all shares of the capital stock of Money's shall be converted into one hundred (100) shares of Vlastic, and (2) the one hundred (100) shares of Vlastic stock outstanding prior to the Effective Time shall be cancelled.

8. Effect of Merger. At the Effective Time, the Merger shall have the effect set forth in the WBCA and the DGCL.

9. Further Assurances. Each of the Constituent Entities shall use its best efforts to take all action and to do all things necessary in order to consummate and make effective the actions contemplated in this Agreement. If at any time the Surviving Corporation, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of Money's acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Agreement, the Money's and its proper officers and managers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Agreement; and the proper officers of the Surviving Corporation are fully authorized in the name of Money's or otherwise to take any and all such action.


10. Amendment or Termination. This Agreement may be amended or terminated at any time on or before the Effective Time by agreement of the Boards of Directors of Vlastic and Money's; provided, however, that this Agreement may not be amended in any manner which is then prohibited by law.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. The parties agree that a facsimile may be executed as an original.

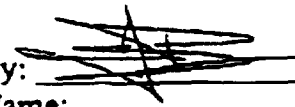
12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to principles of conflict of laws.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their respective Board of Directors and shareholders, if applicable, have duly executed this Agreement as of the day and year first written above.

VLASIC FARMS, INC.,  
an Ohio Corporation

By:   
Name:  
Title:

MONEY'S FOODS (U.S.) LTD.  
a Washington Corporation

By:   
Name:  
Title:

# STATE of WASHINGTON



## SECRETARY of STATE

I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal,

hereby certify by this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

**MONEY'S FOODS (U.S.) LTD.**

Merged into VLASIC FARMS, INC. (An Ohio corp. not qualified in WA)

as filed in this office on February 3, 2000.



Date: February 4, 2000

Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State