

Substitute for Form PTO-1595

**RECORDATION FORM COVER SHEET
PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office**Attorney's Docket No. 011525-358**

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Star-Kist Foods, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 2, 2002**2. Name and address of receiving party(ies):**

Name: SK Two L.L.C.

Address:

USS Tower
600 Grant Street, 60th Floor
Pittsburgh, Pennsylvania 15219Additional name(s) & addresses attached? ☐ Yes ☒ No**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.(s)

B. Patent No.(s)
See attached listAdditional numbers attached? ☒ Yes ☐ No**5. Name and address of party to whom correspondence concerning document should be mailed:**

Name: Regis E. Slutter

Address:

Burns, Doane, Swecker & Mathis, L.L.P.
Customer Number 2 1 8 3 9
P.O. Box 1404
Alexandria, Virginia 22313-1404**6. Total number of applications and patents involved:**

16

7. Total fee (37 CFR 3.41).....\$ \$640.00 (8021)

- ☐ Enclosed
☒ Authorized to be charged to deposit account
☐ Credit card. Form PTO-2038 is attached.

8. Deposit account number:**02-4800**

(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.*

Regis E. Slutter

26,999

Name of Person Signing

Reg. No.

Signature

December 14, 2004

Date

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

6

Mail documents to be recorded with required cover sheet information to:Director of the United States Patent and Trademark Office / Mail Stop Assignment Recordation Services
P.O. Box 1450 / Alexandria, VA 22313-1450

CH \$640.00 024800 4791002

ATTACHMENT

<u>U.S. Patent No.</u>	<u>Issue Date</u>
4,791,002	12/13/88
4,895,731	01/23/90
5,048,713	09/17/91
5,207,346	05/04/93
5,105,977	04/21/92
5,174,706	12/29/92
4,565,298	01/21/86
4,759,464	07/26/88
5,921,398	07/13/99
6,080,403	06/27/00
6,156,355	12/05/00
4,542,686	09/24/85
4,614,489	09/30/86
4,645,404	02/24/87
4,777,058	10/11/88
5,004,624	04/02/91

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 01:30 PM 11/25/2002
020726592 - 3559771

**CERTIFICATE OF MERGER
of
STAR-KIST FOODS, INC.
into
SK TWO L.L.C.**

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company submits the following Certificate of Merger for filing and certifies that:

1. The name of the corporation which is to merge is Star-Kist Foods, Inc., a corporation organized and existing under the laws of the State of California.
2. A Plan and Agreement of Merger has been approved and executed by the constituent corporation and limited liability company.
3. The name of the surviving Delaware limited liability company is SK Two L.L.C.
4. The merger shall become effective on December 2, 2002 at 2:00 pm EST.
5. The Plan and Agreement of Merger (a copy of which is attached hereto as Exhibit A) is on file at the place of business of SK Two L.L.C. which is located at:

USS Tower
600 Grant Street, 60th Floor
Pittsburgh, Pennsylvania 15219

6. A copy of the Plan and Agreement of Merger will be furnished by SK Two L.L.C., on request and without cost, to any shareholder of Star-Kist Foods, Inc.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of this 2nd day of December 2002, and is being filed in accordance with Section 18-209 of the Act by an authorized person of the SK Two L.L.C. as the surviving limited liability company.

SK TWO L.L.C.

By: H. J. HEINZ COMPANY, sole member

By: 

NAME:

John C. Crowe

TITLE:

Vice President - Taxes

PLAN AND AGREEMENT OF MERGER**EXHIBIT A****Between****Star-Kist Foods, Inc.****and****SK Two L.L.C.**

PLAN AND AGREEMENT OF MERGER, dated this 2nd day of December 2002, between SK Two L.L.C., a Delaware limited liability company ("SK Two"), and Star-Kist Foods, Inc., a California corporation ("SKF").

WITNESSETH that:

WHEREAS, H. J. Heinz Company owns 100% of the issued and outstanding shares of common stock of SKF;

WHEREAS, H. J. Heinz Company is the sole member of SK Two;

WHEREAS, SKF desires to merge with and into SK Two, as hereinafter specified; and

WHEREAS, the sole member of SK Two and the sole shareholder of SKF deem it advisable and in the best interests of SK Two and SKF that SKF be merged with and into SK Two in a transaction which qualifies as a statutory merger under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

NOW, THEREFORE, SKF and SK Two, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: SK Two hereby merges into itself SKF and said SKF shall be and hereby is merged into SK Two which shall be the surviving limited liability company.

SECOND: The Certificate of Formation of SK Two, which is the surviving limited liability company, and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Formation of the limited liability company surviving this merger.

THIRD: Each share of common stock of SKF which shall be issued and outstanding on the effective date of this Agreement shall be surrendered and canceled without consideration. There will be no conversion of shares for stock, cash or other property. Each member certificate of SK Two which shall be issued and outstanding on the effective date of this Agreement shall remain issued and outstanding.

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

- a. The Limited Liability Company Agreement of SK Two as it exists on the effective date of this Agreement shall be and remain the Limited Liability Company Agreement of the surviving limited liability company until the same shall be altered, amended or repealed as therein provided.
- b. The officers of SK Two shall continue in office until their successors shall have been elected by the member or members of SK Two.
- c. The merger shall be effective as of December 2, 2002.
- 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 SKF shall be transferred to, vested in and devolve upon SK Two without further act or deed and all property, rights and every other interest of SK Two and SKF shall be as effectively the property of SK Two as they were of SK Two and SKF, respectively. SKF hereby agrees from time to time, as and when requested by SK Two 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 SK Two may deem to be necessary or desirable in order to vest in and confirm to SK Two title to and possession of any property of SKF 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 SKF and the proper officers and member of SK Two are fully authorized in the name of SKF or otherwise to take any and all such action.
- e. Upon the merger becoming effective, all liabilities and obligations of every kind and description of SKF shall be transferred to, vested in and devolve upon SK Two without further act or deed and all liabilities and obligations of SKF and SK Two shall be as effectively the responsibility of SK Two as they were of SK Two and SKF, respectively.

FIFTH: The surviving limited liability company may be served with process in the State of California in a proceeding for the enforcement of an obligation of any constituent entity and in a proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in a constituent domestic limited liability company or domestic other business entity pursuant to Section 17555(g)(1) of the California Corporate Code and it does hereby irrevocably appoint the Secretary of State of California as its agent for service of process in any such proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of California is: SK Two L.L.C. c/o H. J. Heinz Company, 600 Grant Street, 60th floor, Pittsburgh, Pennsylvania 15219 until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of California shall forthwith send by registered mail to said SK Two at the above address. The surviving limited liability company will promptly pay the holder of any dissenting interest or dissenting share in a constituent domestic limited liability company or domestic other business entity the amount to which that person is entitled under California Corporate Code Section 17555(g)(3).

SIXTH: It is intended that, for U.S. Federal income tax purposes, the merger described herein shall qualify as a complete liquidation described in Section 332 of the Internal Revenue Code of 1986, as amended (the "Code"). This Plan and Agreement of Merger shall constitute a plan of complete liquidation for purposes of the Code and the regulations thereunder.