

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2011
CONVEYING PARTY DATA	
Name	Execution Date
New PFI LLC	01/01/2011
RECEIVING PARTY DATA	
Name:	Paramount Farms International LLC
Street Address:	11444 W. Olympic Boulevard, 10th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90064
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12904149
CORRESPONDENCE DATA	
Fax Number:	(626)628-0404
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	626-405-1413
Email:	docketing@cotmanip.com
Correspondent Name:	Daniel C. Cotman
Address Line 1:	117 E. Colorado Blvd
Address Line 2:	Suite 460
Address Line 4:	Pasadena, CALIFORNIA 91105
ATTORNEY DOCKET NUMBER:	1155-P004001
NAME OF SUBMITTER:	Irja Zarembok
Total Attachments: 5 source=2_New PFI LLC is merged into Paramount Farms International LLC#page1.tif source=2_New PFI LLC is merged into Paramount Farms International LLC#page2.tif source=2_New PFI LLC is merged into Paramount Farms International LLC#page3.tif source=2_New PFI LLC is merged into Paramount Farms International LLC#page4.tif source=2_New PFI LLC is merged into Paramount Farms International LLC#page5.tif	

OP \$40.00 12904149

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement") is made and entered into as of January 1, 2011 by and between New PFI LLC, a Delaware limited liability company ("Merging Company"), and Paramount Farms International LLC, a Delaware limited liability company (the "Surviving Company").

WHEREAS, Merging Company is a limited liability company formed and validly existing under the laws of the State of Delaware;

WHEREAS, Surviving Company is a limited liability company formed and validly existing under the laws of the State of Delaware;

WHEREAS, the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (the "LLC Act"), permits a limited liability company organized and existing under the LLC Act to merge with and into a limited liability company organized and existing under the LLC Act;

WHEREAS, the sole member of Surviving Company and the sole member of Merging Company have duly authorized the merger of Merging Company with and into Surviving Company pursuant to the terms of this Agreement (the "Merger"); and

WHEREAS, all other conditions precedent to the Merger have been, or prior to the Effective Time will be, satisfied or validly waived.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, in accordance with the LLC Act, Merging Company shall be, and hereby is, at the Effective Time, merged with and into Surviving Company, with Surviving Company to be the Surviving Company. The mode of carrying the Merger into effect shall be as follows:

ARTICLE I MERGER

On January 1, 2011 (the "Effective Time"), Merging Company shall be merged with and into the Surviving Company, the separate existence of Merging Company shall cease, the Surviving Company shall continue in existence as the Surviving Company, and the Merger shall in all respects have the effects provided for by the LLC Act.

Prior to the Effective Time, the Surviving Company and Merging Company shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time after the Effective Time, the Surviving Company shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper former members, managers, officers or other agents of Merging Company shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all such additional things necessary or proper to carry out the provisions hereof.

ARTICLE II
TERMS OF MERGER

At the Effective Time, the sole membership interest of Merging Company issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the sole member, manager or officer of Merging Company, shall be cancelled and retired.

ARTICLE III
CERTIFICATE OF FORMATION

From and after the Effective Time, and until thereafter amended as provided by law, the Certificate of Formation of the Surviving Company as in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Company.

ARTICLE IV
OFFICERS

From and after the Effective Time, and until resignation or removal in accordance with applicable law, the officers of the Surviving Company shall be the same as the officers of the Surviving Company immediately prior to the Effective Time.

ARTICLE V
EFFECTIVE TIME

A certificate of merger, attached hereto as Exhibit A, evidencing the Merger shall be filed in the Office of the Secretary of State of the State of Delaware pursuant to the applicable requirements of the LLC Act (the "Certificate of Merger") prior to the time that the Merger will become effective. The Merger shall become effective at the time set forth in such Certificate of Merger (such time and date of effectiveness, the "Effective Time").

ARTICLE VI
TERMINATION

At any time prior to the Effective Time, either an officer of the Surviving Company or the sole manager, member or officer of Merging Company may terminate and abandon this Agreement.

ARTICLE VII
AMENDMENTS

At any time prior to the Effective Time, an officer of the Surviving Company and the sole manager, member or officer of Merging Company may amend, modify or supplement this Agreement in such manner as they jointly may determine to the fullest extent permitted by applicable law.

ARTICLE VIII
GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

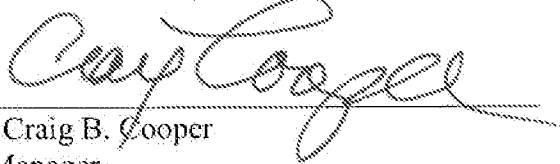
ARTICLE IX
MISCELLANEOUS

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

PARAMOUNT FARMS INTERNATIONAL LLC,
a Delaware limited liability company

By: 
Name: Craig B. Cooper
Title: Manager

NEW PFI LLC,
a Delaware limited liability company

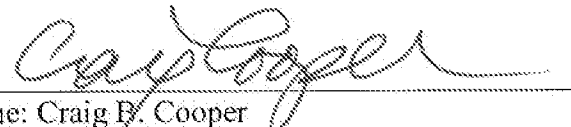
By: 
Name: Craig B. Cooper
Title: Manager

EXHIBIT A

CERTIFICATE OF MERGER