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12-13-2000

U.S. Department of Commerce
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TRADEMARK



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RECORDATION FORM COVER SHEET
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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 Change of Name
- Other

Effective Date
Month Day Year
01/04/98

US PATENT & TRADEMARK OFFICE
NOV 4 4:37 PM '98
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MARKET PROCESS

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
01/04/98

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)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

12/11/2000 DBYRNE 00000138 0781831

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002193 FRAME: 0530

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="0781831"/>	<input type="text"/>	<input type="text"/>
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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.

Stephanie K. Wade

Stephanie Wade

11/22/00

Name of Person Signing

Signature

Date Signed

State of Delaware
Office of the Secretary of State

PAGE 1

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 OWNERSHIP, WHICH MERGES:

"PRESIDENT INTERNATIONAL, INC.", A DELAWARE CORPORATION, WITH AND INTO "KEEBLER COMPANY" UNDER THE NAME OF "KEEBLER COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTH DAY OF JANUARY, A.D. 1999, AT 12:13 O'CLOCK P.M.



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001475380

A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 0695346

DATE: 09-25-00

TRADEMARK
REEL: 002193 FRAME: 0532

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

PRESIDENT INTERNATIONAL, INC.

INTO

KEEBLER COMPANY

(Pursuant to Section 253 of the
General Corporation Law of Delaware)

Keebler Company, a Delaware corporation (the "Corporation"), does hereby certify:

FIRST: That the Corporation is duly incorporated pursuant to the General Corporation Law of the State of Delaware.

SECOND: That the Corporation owns all of the issued and outstanding shares of each class of the capital stock of President International, Inc., a Delaware corporation ("PII").

THIRD: That the name of the corporation surviving the merger is **KEEBLER COMPANY**.

FOURTH: That the Corporation by resolutions (a true copy of which is attached hereto as Exhibit A) of the Board of Directors duly adopted by written consent on January 1, 1999 determined, among other things, to merge PBC with and into the Corporation upon the terms and subject to the conditions set forth in such resolutions. Such resolutions have not been modified or rescinded and are in full force and effect on the date hereof.

[signature page follows]

*STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:13 PM 01/04/1999
991001114 - 0225419*

4th IN WITNESS WHEREOF, the undersigned has duly executed this Certificate, this
day of January, 1998.

KEEBLER COMPANY

By: Thomas E. O'Neil
Name: Thomas E. O'Neil
Title: V.P. and Secretary

EXHIBIT A

UNANIMOUS WRITTEN CONSENT
of all of the
DIRECTORS
of
KEEBLER COMPANY

The undersigned, being all of the directors of the Board of Directors of Keebler Company, a Delaware corporation (the "Corporation"), acting pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, hereby adopts, by this written consent, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board of Directors of the Corporation and directs that this written consent be filed with the minutes of the proceedings of the Board of Directors of the Corporation:

RESOLVED, that the Corporation enter into and execute that certain Stock Purchase Agreement dated January 1, 1999 between the Corporation and Keebler Foods Company, a Delaware corporation ("Keebler"), wherein Keebler agrees to sell all of the issued and outstanding capital stock of President International, Inc., a Delaware corporation ("PII") held by Keebler, to the Corporation for consideration as set forth therein; and further

RESOLVED, that following the consummation of the sale, PII shall be merged with and into the Corporation, with the Corporation remaining as the surviving corporation and pursuant to such other terms and conditions as set forth in that certain Plan and Agreement of Merger substantially in the form attached hereto as Schedule I (the "Merger Plan I"); and further

RESOLVED, that the Merger Plan I for the aforementioned merger of PII with and into the Corporation, be adopted substantially in the form attached hereto as Schedule I; and further

RESOLVED, that, following the merger between PII with and into the Corporation, Sunshine Biscuits, Inc., a Delaware corporation ("Sunshine") and wholly-owned subsidiary of Keebler, shall be merged with and into the Corporation, with the Corporation remaining as the surviving corporation and pursuant to such other terms and conditions as set forth in that Plan and Agreement of Merger substantially in the form attached hereto as Schedule II (the "Merger Plan II"); and further

RESOLVED, that the Merger Plan II for the aforementioned merger of Sunshine with and into the Corporation, be adopted substantially in the form attached hereto as Schedule II; and further

RESOLVED, that the Corporation is hereby authorized to form the following limited liability companies in the State of Delaware pursuant to the Delaware Limited Liability Company Act, with the Corporation as the sole member thereof, and to file with the Secretary of State of the State of Delaware any and all certificates therewith to effectuate such formation;

- (i) Famous Amos Chocolate Chip Cookie, L.L.C.;
- (ii) Little Brownie Bakers, L.L.C.;
- (iii) Mother's Cookie Company, L.L.C.;
- (iv) Murray Biscuit Company, L.L.C.;
- (v) Barbara Dee Cookie Company, L.L.C.;
- (vi) Sunny Cookie Company, L.L.C.;
- (vii) President Baking Company, L.L.C.;
- (viii) Sunshine Biscuit, L.L.C.

RESOLVED, that the executive officers of the Corporation be, and each of them hereby is authorized and empowered, for, in the name of and on behalf of the Corporation, to do and perform all such further acts and things including, but not limited to executing and delivering and, where necessary or appropriate, filing with the appropriate governmental agencies all such certificates, agreements, documents, instruments, receipts or other papers and making all such payments, including payments of all fees and expenses, as in the judgment of such executive officer shall be necessary, desirable or appropriate to carry out and effectuate the intent of the foregoing resolutions.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, being all of the directors of the Corporation, have executed this written consent as of the 4th day of January, 1999.



Sam K. Reed



E. Nichol McCully

SCHEDULE I

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER dated as of January 4, 1999 (this "Agreement") is between Keebler Company, a Delaware corporation ("Keebler"), and President International, Inc., a Delaware corporation ("PII", and together with Keebler, the "Constituent Corporations"). All of the issued and outstanding shares of capital stock of PII are owned by Keebler.

ARTICLE I

1.1 On the Merger Date (as defined in Section 1.6), PII shall be merged with and into Keebler (the "Merger") in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the separate corporate existence of PII shall cease. Keebler shall be the surviving corporation in the Merger (hereinafter sometimes referred to as the "Surviving Corporation") and its separate corporate existence, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger.

1.2 Keebler shall succeed to all of the rights, privileges, powers and franchises, as well of a public as of a private nature, of PII, all of the properties and assets of PII and all of the debts, choses in action and other interests due or belonging to PII shall be subject to, and responsible for, all of the debts, liabilities and duties of PII with the effect set forth in the DGCL.

1.3 If, at any time after the Merger Date, Keebler 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 Keebler its right, title or interest in, to or under any of the rights, properties or assets of PII acquired or to be acquired by Keebler as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of Keebler shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations 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 PII or to otherwise carry out this Agreement.

1.4 The Certificate of Incorporation of Keebler shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Keebler, as amended up to and including the Merger Date, shall be the Bylaws of the Surviving Corporation and each such document shall thereafter continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation until changed as provided therein and by law.

1.5 The directors and officers of Keebler immediately prior to the Merger Date shall be the directors and officers of the Surviving Corporation and shall thereafter continue in office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

1.6 If this Agreement is not terminated under Section 3.1, a Certificate of Ownership and Merger with respect to the Merger shall be promptly filed and recorded with the Secretary of State of the State of Delaware in accordance with the DGCL. The Merger shall become effective at the time and date of such filings or at such date and time otherwise specified in the Certificate of Ownership and Merger (such time and date are herein collectively referred to as the "Merger Date").

ARTICLE II

2.1 On the Merger Date, by virtue of the Merger and without further action by the holder thereof, each share of PII stock held by Keebler shall be canceled and cease to exist immediately upon the Merger Date.

ARTICLE III

3.1 This Agreement may be amended to the extent permitted by applicable law.

3.2 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

3.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws thereof.

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto by their duly authorized officers, and of the date first above written.

KEEBLER COMPANY

By: Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: V.P. and Secretary

PRESIDENT INTERNATIONAL, INC

By: Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: V.P. and Secretary

SCHEDULE II

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER dated as of January 4, 1999 (this "Agreement") is between Keebler Company, a Delaware corporation ("Keebler"), and Sunshine Biscuits, Inc., a Delaware corporation ("Sunshine", and together with Keebler, the "Constituent Corporations"). All of the issued and outstanding shares of capital stock of Keebler and Sunshine are owned by Keebler Foods Company, a Delaware corporation.

ARTICLE I

1.1 On the Merger Date (as defined in Section 1.6), Sunshine shall be merged with and into Keebler (the "Merger") in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the separate corporate existence of Sunshine shall cease. Keebler shall be the surviving corporation in the Merger (hereinafter sometimes referred to as the "Surviving Corporation") and its separate corporate existence, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger.

1.2 Keebler shall succeed to all of the rights, privileges, powers and franchises, as well of a public as of a private nature, of Sunshine, all of the properties and assets of Sunshine and all of the debts, choses in action and other interests due or belonging to Sunshine shall be subject to, and responsible for, all of the debts, liabilities and duties of Sunshine with the effect set forth in the DGCL.

1.3 If, at any time after the Merger Date, Keebler 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 Keebler its right, title or interest in, to or under any of the rights, properties or assets of Sunshine acquired or to be acquired by Keebler as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of Keebler shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporations 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 Sunshine or to otherwise carry out this Agreement.

1.4 The Certificate of Incorporation of Keebler shall be the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Keebler, as amended up to and including the Merger Date, shall be the Bylaws of the Surviving Corporation and each such document shall thereafter continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation until changed as provided therein and by law.

1.5 The directors and officers of Keebler immediately prior to the Merger Date shall be the directors and officers of the Surviving Corporation and shall thereafter continue in office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

1.6 If this Agreement is not terminated under Section 3.1, a Certificate of Ownership and Merger with respect to the Merger shall be promptly filed and recorded with the Secretary of State of the State of Delaware in accordance with the DGCL. The Merger shall become effective at the time and date of such filings or at such date and time otherwise specified in the Certificate of Ownership and Merger (such time and date are herein collectively referred to as the "Merger Date").

ARTICLE II

2.1 On the Merger Date, by virtue of the Merger and without further action by the holder thereof, each share of Sunshine stock held by Keebler Foods Company shall be canceled and cease to exist immediately upon the Merger Date.

ARTICLE III

3.1 This Agreement may be amended to the extent permitted by applicable law.

3.2 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each of the other parties.

3.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws thereof.

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto by their duly authorized officers, and of the date first above written.

KEEBLER COMPANY

By: Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: V.P. and Secretary

SUNSHINE BISCUITS, INC.

By: Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: V.P. and Secretary