

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/06/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Select Nutrition Distributors, Inc.		12/20/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	United Natural Foods, Inc.
Street Address:	260 Lake Road
City:	Dayville
State/Country:	CONNECTICUT
Postal Code:	06241
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1854439	LIFEMATE
Registration Number:	1177780	NAT-RUL HEALTH
Registration Number:	2636805	SELECT NUTRITION DISTRIBUTORS, INC.

**CORRESPONDENCE DATA**

Fax Number: (401)273-4447  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 401-273-4446  
 Email: cmb@barjos.com  
 Correspondent Name: Cynthia Branca, Barlow, Josephs & Holmes  
 Address Line 1: 101 Dyer Street, 5th Floor  
 Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	U010-SELECT NUTRITION GEN
NAME OF SUBMITTER:	Cynthia M. Branca

OP \$90.00 1854439

Signature:	/cynthia m. branca/
Date:	01/08/2009
<b>Total Attachments: 8</b> source=Merger_Documents#page1.tif source=Merger_Documents#page2.tif source=Merger_Documents#page3.tif source=Merger_Documents#page4.tif source=Merger_Documents#page5.tif source=Merger_Documents#page6.tif source=Merger_Documents#page7.tif source=Merger_Documents#page8.tif	

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, 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:

"SELECT NUTRITION DISTRIBUTORS, INC.", A DELAWARE CORPORATION,

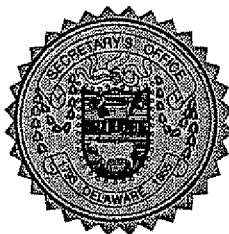
WITH AND INTO "UNITED NATURAL FOODS, INC." UNDER THE NAME OF "UNITED NATURAL FOODS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2005, AT 1:41 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF JANUARY, A.D. 2006.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2377138 8100M

051066407



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 4412665

DATE: 12-29-05

TRADEMARK  
REEL: 003915 FRAME: 0156



**NOW, THEREFORE, BE IT RESOLVED**, that this corporation merge into itself said Select Nutrition Distributors, Inc. and assumes all of its liabilities and obligations, and

**FURTHER RESOLVED**, that an authorized officer of this corporation be and he/she is hereby directed to make and execute a certificate of ownership setting forth a copy of the resolution attached hereto as Exhibit A to merge said Select Nutrition Distributors, Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County; and

**FURTHER RESOLVED**, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger.

**IN WITNESS WHEREOF**, said parent corporation has caused its corporate seal to be affixed and this certificate to be signed by an authorized officer this 20<sup>th</sup> day of December, 2005 A.D. This Merger shall become effective on January 1, 2006.

By:   
Authorized Officer

Name: Rick D. Pickett  
Print or Type

Title: Vice President & CFO

(Insert if applicable)

**FURTHER RESOLVED** that \_\_\_\_\_  
relinquishes its corporate name and assumes in place thereof the name \_\_\_\_\_  
\_\_\_\_\_

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated December 15, 2005, is between UNITED NATURAL FOODS, INC., a Delaware corporation (the "Surviving Corporation") and SELECT NUTRITION DISTRIBUTORS, INC., a Delaware corporation (the "Merged Corporation").

WHEREAS, the Surviving Corporation is a Delaware corporation, its Articles of Incorporation having been filed in the office of the Secretary of State of Delaware on February 11, 1994; and

WHEREAS, the Surviving Corporation has authorized capital stock consisting of 50,000,000 shares of \$.01 par value common stock; and

WHEREAS, the Merged Corporation is a Delaware corporation, its Certificate of Incorporation having been filed in the office of the Secretary of State of Delaware on March 8<sup>th</sup>, 1999; and

WHEREAS, the Merged Corporation has authorized capital stock of 100,000 shares of \$.01 par value common stock; and

WHEREAS, all of the issued and outstanding shares of the Merged Corporation are held by the Surviving Corporation; and

WHEREAS, the Board of Directors of the Surviving Corporation and the Board of Directors of the Merged Corporation deem it advisable that the Merged Corporation and the Surviving Corporation merge in accordance with the terms of this Agreement and Plan of Merger, and such Boards of Directors have duly approved and authorized this Agreement and Plan of Merger; and

WHEREAS, the laws of the State of Delaware permit such a merger, and the Merged Corporation and the Surviving Corporation desire to merge under and pursuant to the provisions of the laws of the State of Delaware;

NOW, THEREFORE, in consideration of these premises and of the mutual agreements and covenants herein contained, it is agreed that the Merged Corporation shall be, and it hereby is, merged into the Surviving Corporation, which shall be the surviving corporation, and the terms and conditions of such merger and the manner of carrying it into effect are and shall be as follows:

Section 1. Name of Surviving Corporation. The corporate existence of the Surviving Corporation shall continue under the name of United Natural Foods, Inc.

Section 2. Purposes of Surviving Corporation. The purposes set forth in the Articles of Incorporation of the Surviving Corporation, as in effect on the date of the merger

provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the corporate purposes of the Surviving Corporation.

Section 3. Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of the Surviving Corporation shall not be amended in any respect by reason of this Agreement and Plan of Merger and/or the merger contemplated hereby.

Section 4. Bylaws of Surviving Corporation. The Bylaws of the Surviving Corporation, as they shall exist on the effective date of the merger, shall be and remain and continue to be the Bylaws of the Surviving Corporation until they shall be altered, amended, or repealed as therein provided.

Section 5. Directors and Officers. Persons who are directors and/or officers of the Surviving Corporation on the effective date of the merger contemplated hereby shall be and remain and continue to be such directors and/or officers of the Surviving Corporation until their respective successors are duly named and qualified.

Section 6. Effective Date of Merger.

(a) For all purposes under the laws of the State of Delaware, this Agreement and Plan of Merger and the merger herein provided for shall become effective on January 1, 2006, provided that: (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Delaware, and (ii) a Certificate of Merger indicating its adoption and approval shall have been executed in accordance with such laws and filed in the office of the Secretary of State of Delaware.

(b) For purposes of the laws of the State of Delaware, this Agreement and Plan of Merger and the merger herein provided for shall become effective, and the separate existence of the Merged Corporation shall cease except insofar as it may be continued by statute or operation of law, on January 1, 2006, provided that: (i) this Agreement and Plan of Merger shall have been adopted, approved and signed in accordance with the laws of the State of Delaware, and (ii) Articles of Merger indicating its adoption and approval shall have been executed in accordance with such laws and filed in the office of the Secretary of State of Delaware.

Section 7. Manner and Basis of Converting Shares. Immediately upon the effective date and effective time of the merger, all of the outstanding shares of the capital stock of the Merged Corporation, all of which are held by the Surviving Corporation, shall be cancelled without consideration, and no shares of the common stock of the Surviving Corporation shall be issued to the shareholders of the Merged Corporation. The Merged Corporation hereby further covenants and agrees that they shall cause the shareholders of the Merged Corporation to deliver to the Surviving Corporation for cancellation the share certificates evidencing such shareholders' ownership of the issued and outstanding stock of the Merged Corporation.

Section 8. Effect of Merger. Upon this merger becoming effective:

(a) The Surviving Corporation shall possess all rights, property, assets, privileges, powers and franchises and shall be subject to all the restrictions, disabilities, obligations, and duties of each of the Merged Corporation and the Surviving Corporation, and all of the foregoing of the Merged Corporation shall be transferred to, vested in, and devolve upon the Surviving Corporation without further act or deed, except as otherwise herein provided, and except as otherwise provided by law;

(b) The Surviving Corporation shall be vested with all assets and property, real, personal, or mixed, and all debts due to the Merged Corporation and the Surviving Corporation on whatever account as well as all other choses in action belonging to the Merged Corporation or the Surviving Corporation; and

(c) All property, rights, privileges, powers and franchises of the Merged Corporation and the Surviving Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merged Corporation and the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Merged Corporation and the Surviving Corporation shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger; and all debts, liabilities, obligations, and duties of the Merged Corporation shall thenceforth attach to, and are hereby assumed by, the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities, obligations and duties had been incurred or contracted by it. Title to any real estate vested in either of the Surviving Corporation or the Merged Corporation shall not in any way be impaired by reason of the merger contemplated hereby.

(d) The corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the merger hereby provided for, and the corporate identity, existence, purposes, powers, objects, franchises, rights, and immunities of the Merged Corporation shall be continued in and merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith. The separate corporate existence of the Merged Corporation shall cease, except insofar as it may be continued by statute or operation of law.

Section 9. Delivery of Deeds and Instruments. From time to time as and when requested by the Surviving Corporation or by its successors or assigns, each of the Merged Corporation and the Surviving Corporation shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments and shall take, or cause to be taken, all such other and further actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Section 8 hereof and otherwise to carry out the intent and



purposes of this Agreement and Plan of Merger. For the convenience of the parties and to facilitate the filing and recording of this Agreement and Plan of Merger, any number of counterparts shall be deemed to be an original instrument.

Section 10. Abandonment of Merger. This Agreement and Plan of Merger shall be submitted to the Board of Directors of the Merged Corporation and to the Board of Directors of the Surviving Corporation as provided by the applicable laws of the State of Delaware, and upon the approval and adoption thereof, in the manner provided by such laws, by the Board of Directors of the Merged Corporation and by the Board of Directors of the Surviving Corporation, shall be deemed and taken to be the Agreement and Plan of Merger and act of merger of the Constituent Corporations; provided, however, that anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated or abandoned before it becomes effective without further action or approval:

(a) By mutual consent of the Boards of Directors of the Merged Corporation and the Surviving Corporation; or

(b) By the Board of Directors of either one of the Merged Corporation and the Surviving Corporation in the event of the failure or inability to obtain necessary authorizations and approvals of any governmental agencies; or

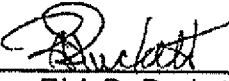
(c) By the Board of Directors of either one of the Merged Corporation and the Surviving Corporation if any material litigation or claims shall be pending or threatened against or substantially affecting either of the Merged Corporation or the Surviving Corporation or any of their respective assets, or the merger, which, in the judgment of such Board, renders it inadvisable to proceed with the merger.

Section 11. Service of Process. Upon the merger herein proposed becoming effective, the Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Merged Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Merged Corporation against the Surviving Corporation. The Surviving Corporation shall irrevocably appoint the Secretary of State of the State of Delaware as its agent upon whom may be served any notice, process or pleading in any such action or proceeding; provided, however, that such appointment shall not be effective until the merger herein contemplated becomes effective. The address to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware is 260 Lake Road, Dayville, Connecticut 06241 until the Surviving Corporation shall designate in writing to the Secretary of State a different address for such purpose.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be signed in their respective corporate names by an officer thereunto duly authorized as of the date first written above.


**SURVIVING CORPORATION:**

UNITED NATURAL FOODS, INC.

By:   
Rick D. Puckett  
Vice President

**MERGED CORPORATION:**

SELECT NUTRITION DISTRIBUTORS, INC.

By:   
Rick D. Puckett  
Vice President

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