

LD80000000947

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

L. SELLERS
JUL 14 2008
EXAMINER

Office Use Only



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07/01/08--01009--002 **25.00

FILED
08 JUL -1 AM 10:58
SECRETARY OF STATE
TALLAHASSEE FLORIDA



YOUNG WILLIAMS

June 30, 2008

YOUNG WILLIAMS P.A.

Attorneys at Law
210 East Capitol Street
Suite 2000
Jackson, Mississippi 39201
Post Office Box 23059
Jackson, Mississippi 39225-3059
Telephone 601.948.6100
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www.youngwilliams.com

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Sean Wesley Ellis
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James H. Neeld, III
James H. Neeld, IV
Richard Wesley Ryals
Robert E. Sanders
Lindsay G. Watts
Robert L. Wells
E. Stephen Williams
James Leon Young,
Of Counsel

J. Will Young,
1906-1996

Tony Carlisle,
Administrator

VIA: Federal Express
Florida Secretary of State
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

RE: Hillandale Foods, LLC

Dear Sirs:

Enclosed please find the Articles of Amendment to the Articles of Organization for Intechra Hillandale Foods, LLC, with an attached Intangible Asset Agreement, to change the name of the limited liability company from Hillandale Foods, LLC to Zephyr Egg, LLC. Along with these Articles for filing is our firm's check in the amount of \$25.00 to cover the filing fee.

If this form meets with your approval, please file in accordance with your rules, and return a copy of the stamped "Filed" Articles to us in the enclosed self-addressed stamped envelope.

Thank you for all your help, please contact me if you should have any questions.

Sincerely,

Young Williams P.A.

Sarah L. O'Neal
Paralegal
Direct line 601-360-9027
Email: sarah.oneal@youngwilliams.com

Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 2, 2008

SARAH L. O'NEAL
P.O. BOX 23059
JACKSON, MS 39225-3059

SUBJECT: HILLANDALE FOODS, LLC
Ref. Number: L08000060947

We have received your document for HILLANDALE FOODS, LLC and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The name designated in your document is unavailable since it is the same as, or it is not distinguishable from the name of an existing entity. Section 608.406, Florida Statutes, was amended effective July 1, 2007, to require the name of a limited liability company to be distinguishable from the names of all other filings filed with the Division of Corporations, except for fictitious name registrations and general partnership registrations.

Please select a new name and make the correction in all the appropriate places. One or more words may be added to make the name distinguishable from the one presently on file. Adding of Florida or Florida to the end of the name is not acceptable. A search for name availability can be made on the Internet through the Division's records at www.sunbiz.org.

Please note the name of a limited liability company must end with the words Limited Liability Company, the abbreviation L.L.C., or the designation LLC. The word Limited may be abbreviated as Ltd. and the word Company may be abbreviated as Co. The following suffixes are no longer acceptable: Limited Company, L.C., and LC.

The document number of the name conflict is 251670.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Leslie Sellers
Regulatory Specialist II

Letter Number: 808A00039495



July 11, 2008

YOUNG WILLIAMS P.A.

Attorneys at Law
210 East Capitol Street
Suite 2000
Jackson, Mississippi 39201
Post Office Box 23059
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James Leon Young,

Of Counsel

J. Will Young,

1906-1996

Tony Carlisle,

Administrator

VIA: Federal Express & Facsimile Deliveries

Fax No. (850) 245-6030

Florida Department of State
Division of Corporations
c/o Leslie Sellers
P.O. Box 6327
Tallahassee, FL 32314

**RE: Hillandale Foods, LLC
Reference No. L08000060947**

Dear Ms. Sellers:

In response to your letter number: 808A00039495 attached hereto, please be advised that Hillandale Foods, LLC obtained, pursuant to that certain Intangible Asset Assignment Agreement dated June 27, 2008, and delivered to you with our previous correspondence dated June 30, 2008, and in accordance with §608.406 Florida Statute, the written consent of Zephyr Egg Company (document number 251670) to use and register the name "Zephyr Egg, LLC" and does in fact own all right, title and interest in the names/marks "Zephyr Egg" and "Zephyr Egg Company."

Also enclosed please find the Articles of Amendment to the Articles of Organization for Hillandale Foods which was originally delivered to you on July 1, 2008. If the form, as supplemented by this letter, meets with your approval, we ask that you file it in accordance with your rules effective as of the date originally received by your office (July 1, 2008) and return a copy of the stamped "FILED" articles to me in the enclosed self-addressed stamped envelope. Thank you for your assistance. Please contact me should you have any questions or further comment.

Sincerely,

YoungWilliams P.A.

Robert L. Holladay, Jr.
Direct line 601-360-9029
Email: rob.holladay@youngwilliams.com

Enclosures

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Hillandale Foods, LLC
(Name of Limited Liability Company)

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Robert L. Holladay, Jr. Attorney
(Name of Person)

YoungWilliams P.A.
(Firm/Company)

P. O. Box 23059
(Address)

Jackson, MS 39225-3059
(City/State and Zip Code)

For further information concerning this matter, please call:

Robert L. Holladay, Jr. Attorney at (601) 360-9029
(Name of Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> \$25.00 Filing Fee | <input type="checkbox"/> \$30.00 Filing Fee &
Certificate of Status | <input type="checkbox"/> \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed) | <input type="checkbox"/> \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed) |
|--|--|--|--|

MAILING ADDRESS:
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

STREET/COURIER ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Hilandale Foods, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on June 20, 2008 and assigned
Florida document number L08000060947.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

Zephyr Egg, LLC

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

(Enter Florida street address)

Florida

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

(If Changing Registered Agent, Signature of New Registered Agent)

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

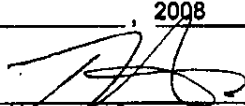
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Dated June 30, 2008


Signature of a member or authorized representative of a member

Robert L. Holladay, Jr. Attorney

Typed or printed name of signer

Page 2 of 2

Filing Fee: \$25.00

08 JUL - 1 AM 10:58
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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INTANGIBLE ASSET ASSIGNMENT AGREEMENT

This Intangible Asset Assignment Agreement (the "Agreement") is being executed and delivered by and between Zephyr Egg Company, a Florida corporation ("Zephyr Egg"), Zephyr Feed Company, Inc., a Florida corporation ("Zephyr Feed") and collectively with Zephyr Egg, the "Assignor", and Hillandale Foods, LLC, a Florida limited liability company ("Assignee"), effective as of the 27th day of June, 2008.

1. Assignment of Marks. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in and to (i) the business names, trade names and other marks set forth in Schedule I hereto, and (ii) the registered and common law trademark, service mark, copyright, and other intellectual property and goodwill of the business connected with the use thereof and symbolized thereby, and any and all related applications or registrations thereof, along with rights to prosecute, sue or bring claims for damages, and the right to receive any remedies or damages, resulting from past, current, or future misappropriation or infringement thereof (the "Assigned Marks").

2. Transfer of Intangible Assets. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in and to the goodwill and all other intangible assets used in connection with the Business (as defined in that certain Agreement for Sale and Purchase of Assets executed by Assignor and Assignee, among others, and of even date herewith), including, without limitation, if and to the extent in existence, any and all trade secrets, all patents and patent applications, inventions and invention disclosures or other documents evidencing new inventions, including continuations, divisionals, provisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, designs, software, copyrights, database rights and design rights, mask work rights and moral rights in published and unpublished works, along with renewals, continuations, reversions and extensions of the foregoing and all rights therein, registered and unregistered trademarks, service marks, trade names, service names, industrial designs, brand names, trade dress rights, logos, Internet domain names and email addresses containing the Internet domain names, identifying symbols, logos, emblems, signs or insignia, and corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, all intellectual property rights arising from or in respect of technology and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").

3. Further Assurances. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Agreement in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

4. Successors. This Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with (i) the laws of the United States, with respect to any trademark and patent

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issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Florida without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor and Assignee caused this Agreement to be duly executed as of the date first written above, but effective as of the Transfer Date.

ASSIGNOR:

ZEPHYR EGG COMPANY

By: [Signature]
Name: Danby R. Loville
Title: Pres.

ZEPHYR FEED COMPANY, INC.

By: [Signature]
Name: Danby R. Loville
Title: Pres.

ASSIGNEE:

HILLANDALE FOODS, LLC

By: Cal-Maine Foods, Inc., Member

By: Adolphus B. Baker, President

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issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Florida without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor and Assignee caused this Agreement to be duly executed as of the date first written above, but effective as of the Transfer Date.

ASSIGNOR:

ZEPHYR EGG COMPANY

By: _____
Name: _____
Title: _____

ZEPHYR FEED COMPANY, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

HILLANDALE FOODS, LLC

By: Cal-Maine Foods, Inc., Member

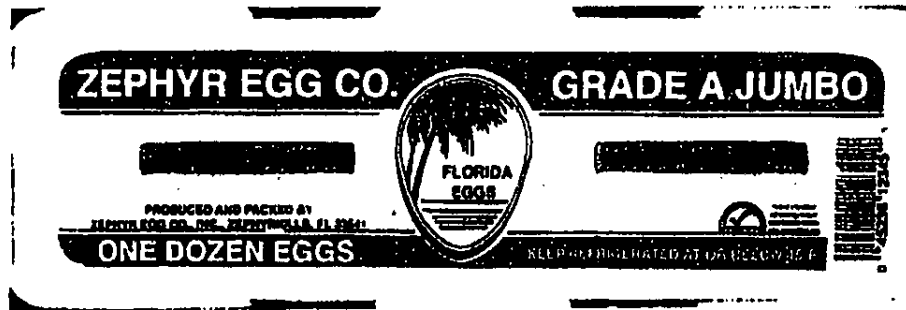
By: Adolphus B. Baker
Adolphus B. Baker, President

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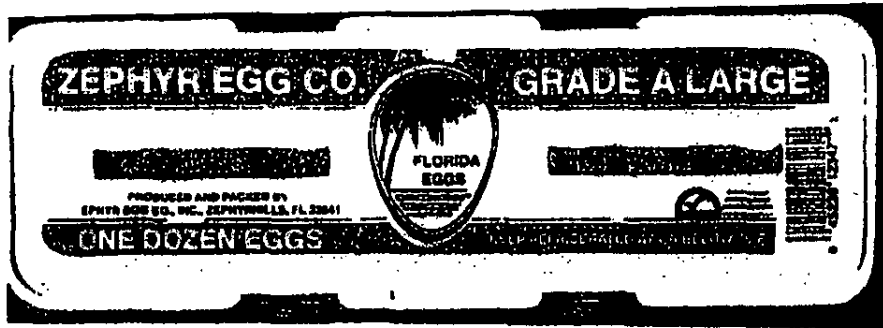
SCHEDULE I
ASSIGNED MARKS

1. Zephyr Egg Company
2. Zephyr Egg
3. The mark depicted in the attached scanned image
4. Zephyr Feed Company
5. Zephyr Feed
6. Stamp for baskets: "Property of ZEPHYR EGG CO. ZEPHYRHILLS, FL". State of Florida trademark registration number 927526.

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