

01-06-1999



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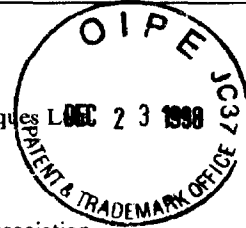
HEET
LY

12/23/98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ISM Library Information Services Ltd. /
ISM Services D'Information Pour Bibliothèques
21 Consumers Road
Willowdale, Ontario Canada



- Individual(s)
- General Partnership
- Corporation
- Other - Canadian Corporation
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: ISM Information Systems Management Manitoba Corporation

Street Address: 400 Ellice Avenue

City: Winnipeg Province: Manitoba

Country: Canada Zip: R3B 3M3

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation _____
- Other - Canadian Corporation _____

If assignee is not domiciled in the United States, a domestic representative designation is Attached: Yes No
(Designations must be a separate document from Assignment) Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other - Corrective recordation to remove Registration No. 1,465,237 from the list of properties recorded at Reel/Frame: 1534/0970.
- Merger
- Change of Name

Execution Date: December 22, 1994

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,465,237

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert W. Smith, Esq.

Internal Address: McCarter & English, LLP
4 Gateway Center

Street Address: 100 Mulberry Street

City: Newark State: NJ ZIP: 07101

6. Total number of applications and registrations involved: 1

7. Total Fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
Not Applicable
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of your knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert W. Smith
Name of Person Signing

Signature

December 23, 1998
Date

Total number of pages comprising cover sheet: 9



DESIGNATION OF DOMESTIC REPRESENTATIVE

Robert W. Smith and Roslyn S. Harrison, whose postal address is McCarter & English, Four Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102, are hereby designated registrant's representatives upon whom notice or process in proceedings affecting the recordation of documents may be served.

ISM INFORMATION SYSTEMS MANAGEMENT
MANITOBA CORPORATION

B: 
Mario T. Lavoie
Secretary

Date: November 25th, 1996



To all to whom these presents may come, be seen or, known

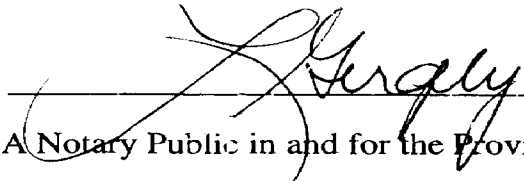
I, **LESLIE DAWN GERGELY**

A NOTARY PUBLIC IN AND FOR THE PROVINCE OF MANITOBA
BY ROYAL AUTHORITY DULY APPOINTED, residing at the City of
Winnipeg in the said Province **DO HEREBY CERTIFY AND ATTEST**
that the paper writing hereunto annexed is a **TRUE COPY** of a document
produced to me and purporting to be:

Articles of Amalgamation for ISM Information Systems Management Manitoba
Corporation, Corporation No. 3268986, effective January 1, 1995.

THE SAID COPY having been compared by me with the said original document,
an act whereof being requested, **I HAVE GRANTED** the same under my notarial
form and seal of office to serve and avail as occasion shall or may require.

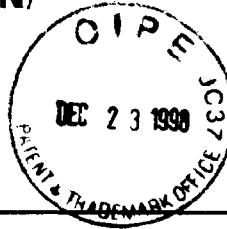
IN TESTIMONY WHEREOF I have hereto subscribed my name and affixed my
seal of office at the City of Winnipeg, the 22nd day of November, 1996.



A Notary Public in and for the Province of Manitoba

The Corporations Act
Loi sur les corporations
**ARTICLES OF AMALGAMATION/
STATUTS DE FUSION**

MANITOBA



The Corporations Act /
Loi sur les corporations

Corporation No.
N° de la corporation

3268986

CERTIFICATE / CERTIFICAT

**ARTICLES EFFECTIVE /
LES STATUTS PRENNENT EFFET LE**

1 - JAN./JANV. 1995


DIRECTOR, CORPORATIONS BRANCH /
DIRECTEUR, DIRECTION DES CORPORATIONS

1-Name of Amalgamated Corporation / Dénomination de la corporation de la fusion

ISM INFORMATION SYSTEMS MANAGEMENT MANITOBA CORPORATION

2-The address in full of the registered office (include postal code)/
Adresse complète du bureau enregistré (inclure le code postal)

1700-360 MAIN STREET, WINNIPEG, MANITOBA, R3C 3Z3

3-Number (or minimum and maximum number) of directors
Nombre (ou nombre minimal et maximal) d'administrateurs

MINIMUM OF 3 MAXIMUM OF 7

4-Directors / Administrateurs

Name in full / Nom complet	Address in full (include postal code)/Adresse complète (inclure le code postal)
J. GORDON GARRETT	444 Old Church Rd. Greenwich Conn 06830
MICHAEL BESSEY	684-155 Carlton St. Winnipeg Mb R3C 3H8
DOUGLAS ONOFRYCHUK	701 Kilkenny Dr. Winnipeg Mb R3T 3E2
JANE MOWAT	3 Forfar Ct. Etobicoke On M9A 2C8

5-The classes and any maximum number of shares that the corporation is authorized to issue
Catégories et tout nombre maximal d'actions que la corporation est autorisée à émettre

UNLIMITED COMMON SHARES AND ONE SERIES MA PREFERRED SHARE

**TRADEMARK
REEL: 1835 FRAME: 0825**

6-The rights, privileges, restrictions and conditions attaching to the shares, if any /
Droits, privilèges, restrictions et conditions dont les actions sont assorties, s'il y a lieu

AS SET FORTH IN SCHEDULE I HERETO

7-Restrictions, if any, on share transfers / Restrictions au transfert des actions, s'il y a lieu

AS SET FORTH IN SCHEDULE II HERETO

8-Restrictions, if any, on business the corporation may carry on /
Limites imposée quant à l'entreprise que la corporation peut exercer, s'il y a lieu

N/A

9-Other provisions, if any / Autre dispositions, s'il y a lieu

AS SET FORTH IN SCHEDULE II HERETO

~~10 The amalgamation agreement has been approved in accordance with section 177 of The Corporations Act.~~

or

The amalgamation has been duly approved in accordance with section 178 of The Corporations Act. These articles of amalgamation are the same as the articles of incorporation of (name the designated amalgamating corporation).

ISM Information Systems Management Manitoba Corporation



La convention de fusion a été dûment approuvée en conformité avec l'article 177 de la Loi sur les corporations.

ou

La fusion a été dûment approuvée en conformité avec l'article 178 de la Loi sur les corporations. Les présents statuts de fusion sont les mêmes que les statuts constitutifs de (nommer la corporation fusionnante désignée).

11-Name of the amalgamating corporation the by-laws of which are to be the by-laws of the amalgamated corporation./
Dénomination de la corporation fusionnante dont les règlements doivent être les règlements de la corporation issue de la fusion.

ISM Information Systems Management Manitoba Corporation

12-Name of Amalgamating Corporation / Dénomination de la corporation fusionnante	Signature / Signature	Description of Office / Description du poste	Date / Date	Corporation Number / N° de la corporation
ISM Information Systems Management Manitoba Corporation		Vice-President	Dec. 22/94	2563968
ISM Library Information Services Ltd./ISM Services Informatiques Aux Bibliothèques Ltee		Vice-President	Dec. 22/94	2524724

Instructions: The statutory declarations required by subsection 179(2) shall accompany the articles of amalgamation under sections 177 and 178. The amalgamation agreement is not required to be filed.

Directives: Les déclarations solennelles prévues au paragraphe 179(2) doivent accompagner les statuts de fusion conformément aux articles 177 et 178. Il n'est pas nécessaire de déposer la convention de fusion.

TRADEMARK
REEL: 1835 FRAME: 0826



SCHEDULE I
TO THE ATTACHED ARTICLES OF AMALGAMATION
of
ISM INFORMATION SYSTEMS MANAGEMENT MANITOBA CORPORATION
(the "Corporation")

1. The holder of the Series MA Preferred Share shall not have any voting rights for any purpose, nor shall it be entitled to notice of, or to attend general meetings of the shareholders of the Corporation.
2. Any amendment, alteration, or continuance of the Articles of Incorporation of the Corporation which may in any way derogate from the rights attaching to the Series MA Preferred Share shall require the written consent of the holder of the Series MA Preferred Share.
3. The Corporation may redeem the Series MA Preferred Share from the holder thereof upon payment of Ten (\$10.00) Dollars on or after January 1, 1995.
4. The holder of the Series MA Preferred Share may require the Corporation to redeem the Series MA Preferred Share at any time, with the redemption price payable by the Corporation to be Ten (\$10.00) Dollars.
5. In the event that there is a continuing Material Breach (as the term is defined herein) of the Share Purchase Agreement (as that term is defined herein) by STM Systems Corp. ("STM") or its successors or assigns and/or the Corporation, or its successors or assigns, or in the event that Her Majesty the Queen, in right of the Province of Manitoba ("Manitoba") terminates the Data Processing and Services Agreement (as that term is defined herein) for a Material Breach thereof, and subject to there being no default by Manitoba with respect to its covenants and obligations as set out in the Share Purchase Agreement and the Data Processing and Services Agreement, the holder of the Series MA Preferred Share shall have the right to exchange the one Series MA Preferred Share then held for all of the issued and outstanding common shares in the capital stock of the Corporation then held by STM or its successors or assigns, or any other shareholder, upon payment by the holder of the Series MA Preferred Share to STM or its successors or assigns, or other shareholders, on a pro rata basis, of a sum equal to the Net Equity (as that term is defined herein) of the Corporation exclusive of goodwill as shown on the immediately preceding quarterly financial statements of the Corporation and as reviewed and audited by the Auditors of the Corporation adjusted to give effect to the assets and liabilities transferred to STM or its nominees pursuant to paragraph 6 herein, plus \$3,500,000 (such amount reducing by \$175,000 on August 1 each year commencing with the first reduction occurring August 1, 1991), provided that if the holder of the Series MA Preferred Share does not exercise its option within 45 days of the end of the 30 day period resulting from the Material Breach, the holder of the Series MA Preferred Share shall be deemed to have waived its rights to exchange the Series MA Preferred Share for the common shares for that particular Material Breach, but not for any subsequent Material

Breaches. Upon exchange, the Series MA Preferred Share shall be redeemed by the Corporation for Ten (\$10.00) Dollars and cancelled.

6. Prior to the exercise of any share exchange option by the holder of the Series MA Preferred Share, the Corporation shall be entitled to transfer to STM or its nominee:

- (a). all contracts for non-government clients; and,
- (b). all contracts for other Services (as that term is defined in the Data Processing and Services Agreement) for Government Clients (as that term is defined in the Data Processing and Services Agreement) unless Manitoba wishes to retain such contracts in which case they shall be entitled to do so; and,
- (c). all software and intellectual property that has been developed and funded by the Corporation subsequent to the acquisition of all of the common shares in the capital stock of the Corporation by STM from Manitoba; and,
- (d). all shares in the capital stock of corporations acquired after closing;

and STM or its nominee shall have the right to employ such employees of the Corporation as are required to perform the contracts referred to in paragraph 6 (a) and (b) The holder of the Series MA Preferred Share through STM, shall retain the license to use the software and intellectual property referred to in paragraph 6 (c), and shall only be required to pay the standard annual maintenance fees chargeable from time to time by STM or its nominee.

7. The Share Purchase Agreement shall mean the Share Purchase Agreement entered into between Manitoba as Vendor and STM as Purchaser effective January 1, 1990 and dated as of the 15th day of March, 1990.

8. The Data Processing and Services Agreement shall mean the Data Processing and Services Agreement entered into between Manitoba and the Corporation effective January 1, 1990 and dated as of the day that STM acquires all of the common shares in the capital stock of the Corporation from Manitoba.

9. A material Breach of the Share Purchase Agreement shall have occurred if, and only if, after giving the Corporation and STM 30 days to remedy, or in the event the breach is such that it cannot be remedied within 30 days after giving 30 days to commence action to remedy and such remedy or action to remedy has not occurred or been commenced within the said 30 day period, one of the following occurs:

- (a) the effective control of the Corporation is transferred to a corporation other than a corporation controlled by, controlling, or affiliated with STM, without receiving the prior written consent of the holder of the Series MA Preferred Share;
- (b) the Corporation or STM or any transferee removes the Business as that term is defined in the Share Purchase Agreement or the Corporation removes its head office or principal place of business from Manitoba without receiving the prior written consent of the holder of the Series MA Preferred Share;
- (c) the number of persons employed by STM and its subsidiaries in Manitoba falls below an aggregate of 200, after closing; without receiving the prior written consent of the holder of the Series Preferred MA Share;
- (d) the Corporation or STM is adjudged bankrupt, makes a general assignment for the benefit of creditors, takes the benefit of any statute relating to insolvency, has a receiver or trustee appointed for its property or assets, or goes into liquidation, either voluntarily or involuntarily, or;
- (e) there shall have occurred a Material Confidentiality Breach as that term is defined in the Data Processing and Services Agreement.

10. Net Equity shall mean shareholders equity as that term is defined in generally accepted accounting principles, which would include equity and retained earnings.



SCHEDULE II
TO THE ATTACHED ARTICLES OF AMALGAMATION
of
ISM INFORMATION SYSTEMS MANAGEMENT MANITOBA CORPORATION
(the "Corporation")

Restrictions on Share Transfers

- (a) No shareholder shall be entitled to sell, assign, transfer or otherwise dispose of any share or shares in the capital of the Corporation without the express sanction of the directors to be signified by a resolution passed by the directors

Other Provisions

- (a) The number of shareholders of the Corporation is limited to fifty, not including persons who are in the employment of the Corporation and persons who, having been formerly in the employment of the Corporation were, while in that employment, and have continued after the termination of that employment to be shareholders of the Corporation, two or more persons holding one or more shares jointly being counted as a single shareholder, and
- (b) Any invitation to the public to subscribe for any shares or securities of the Corporation is prohibited.