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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 # 100869650
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
12/13/93
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Modern Curriculum Press, Inc. Execution Date
Month Day Year
12/13/93

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name American Teaching Aids, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 299 Jefferson Road

Address (line 2)

Address (line 3) Parsippany New Jersey 07054
City State/Country Zip Code

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

03/16/1999 DUYEN 00000026 192257 2182473

FOR OFFICE USE ONLY

01 FC:481
02 FC:482
40.00 CH
25.00 CH

file OK

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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" value="75/467956"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2182473"/>	<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

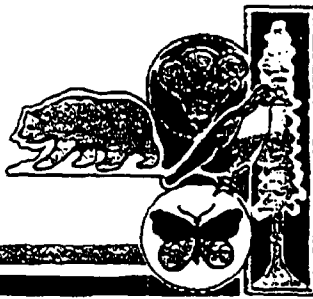
Statement and Signature

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.

Name of Person Signing

Signature

Date Signed



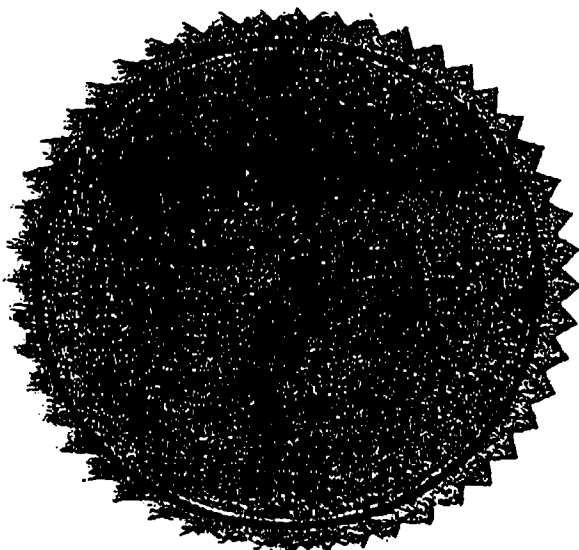
State
of
California
OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

1911



March Fong Eu

Secretary of State

AGREEMENT OF MERGER
OF
Modern Curriculum Press, Inc.
(an Ohio corporation)
INTO
AMERICAN TEACHING AIDS, INC.
(a California corporation)

.....

AGREEMENT OF MERGER made and entered into on December 13, 1993, by and between *Modern Curriculum Press, Inc.*, a business corporation of the State of Ohio, and by **AMERICAN TEACHING AIDS, INC.**, a business corporation of the State of California, and approved by resolution adopted by THE Board of Directors of each such corporation.

WHEREAS *Modern Curriculum Press, Inc.* is a business corporation of the State of Ohio and is subject to the provisions of Chapter 1701 of the Revised Code of Ohio; and

WHEREAS American Teaching Aids, Inc. is a business corporation of the State of California; and

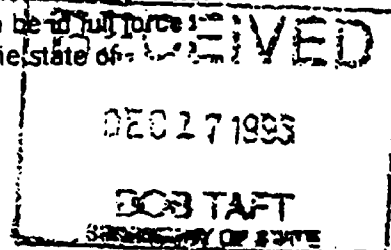
WHEREAS the General Corporation Law of the State of California permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of California; and

WHEREAS *Modern Curriculum Press, Inc.* and American Teaching Aids, Inc. and the respective Boards of Directors thereof deem it advisable and to the advantage, welfare, and best interests of said corporations and their respective stockholders to merge *Modern Curriculum Press, Inc.* into American Teaching Aids, Inc. pursuant to the provisions of Chapter 1701 of the Revised Code of Ohio and pursuant to the provisions of the General Corporation Law of the State of California upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly approved by a resolution adopted by the Board of Directors of *Modern Curriculum Press, Inc.* pursuant to the provisions of Chapter 1701 of the Revised Code of Ohio and being thereunto duly approved and authorized by a resolution adopted by the Board of Directors of American Teaching Aids, Inc. in accordance with the provisions of Chapter 1701 of the Revised Code of Ohio and of the laws of the State of California, the Agreement of Merger and the terms and conditions thereto, the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon for submission to the shareholders of *Modern Curriculum Press, Inc.* as required by Chapter 1701 of the Revised Code of Ohio and by the laws of the State of California, as hereinafter in this Agreement set forth.

1. *Modern Curriculum Press, Inc.*, which is a corporation existing under the laws of the State of Ohio, and which is hereinafter sometimes referred to as the "terminating corporation" is hereby merged into American Teaching Aids, Inc., which is a corporation existing under the laws of the State of California, which shall be the continuing corporation, and which is sometimes hereinafter referred to as the "surviving corporation".

2. The present Articles of Incorporation of the surviving corporation shall constitute the Articles of Incorporation of said surviving corporation and shall continue to be in full force and effect until altered or amended pursuant to the provisions of the laws of the state of incorporation of said surviving corporation.



3. The present by-laws of the surviving corporation will be the by-laws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided under the authority of and in the manner prescribed by the provisions of the laws of the State of California.

4. The directors and officers in office of the surviving corporation at the effective time of the merger shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the by-laws of the surviving corporation.

5. The location of the principal office of the surviving corporation is the registered office therein located at 1455 Response Road, Suite 250, City of Sacramento, County of Sacramento, State of California.

6. The issued shares of *Modern Curriculum Press, Inc.*, the terminated corporation, shall not be converted in any manner, nor shall any cash or other consideration be paid or delivered therefor, inasmuch as *American Teaching Aids, Inc.* is the surviving corporation and the owner of all outstanding shares of the terminating corporation and each said share of the terminating corporation which is issued and outstanding as of the complete effective date of the merger shall be surrendered and extinguished.

7. The surviving corporation does hereby agree that it may be served with process in the State of Ohio and does hereby irrevocably appoint the Secretary of State of the State of Ohio as its agent to accept service of process in any proceeding in the State of Ohio to enforce against the surviving corporation any obligation of the terminating corporation, or to enforce the right of a dissenting shareholder, if any, of the terminating corporation.

8. The surviving corporation, desiring to be licensed to transact business as a foreign corporation in the State of Ohio effective January 1, 1994, the day following the effective date of the merger herein provided for, does hereby apply for a permanent license to transact such business therein and does hereby designate for such purpose the following as its statutory agent in the State of Ohio: The Prentice-Hall Corporation System, Inc., 380 South Fifth Street, Columbus, Ohio 43215-5436.

The corporate purposes of the surviving corporation to be exercised within the State of Ohio include, but are not limited to, the creation, publication, distribution of educational materials.

The surviving corporation has not obtained a license to transact business in Ohio at any time in the past.

9. The Agreement of Merger herein made and entered into shall be submitted to the shareholders entitled to vote of the terminating corporation and of the surviving corporation for their adoption or rejection in the manner prescribed by Chapter 1701 of the Revised Code of Ohio and by the laws of the State of California.

10. In the event that this Agreement of Merger shall have been fully approved and adopted upon behalf of the terminating corporation in accordance with the provisions of Chapter 1701 of the Revised Code of Ohio and shall have been adopted by the shareholders entitled to vote of the surviving corporation in accordance with the provisions of the laws of the State of California, the terminating corporation and the surviving corporation agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Ohio and by the laws of the State of California, and that they will cause to be performed all necessary acts within the State of Ohio and within the State of California and elsewhere to effectuate the merger.

11. The Board of Directors and the proper officers of the terminating corporation and of the surviving corporation are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

12. Notwithstanding the adoption of the Agreement of Merger by the shareholders entitled to vote of the terminating corporation and of the surviving corporation, the Agreement of Merger may be terminated at any time prior to the filing thereof in the Department of State of the State of Ohio or in the State of California.

13. The effective date of the Agreement of Merger, and the date upon which the merger herein agreed upon shall become effective insofar as Chapter 1701 of the Revised Code of Ohio shall govern the effective date of said merger shall be December 31, 1993.

IN WITNESS WHEREOF, this Agreement of Merger is hereby executed upon behalf of each of the constituent corporations parties thereto.

Dated: December 13, 1993.

MODERN CURRICULUM PRESS, INC.
(the terminating corporation)

By: Susan H. Morrisroe
Susan H. Morrisroe, Vice President

Attest:

Hene W. Stack
Hene W. Stack, Assistant Secretary

AMERICAN TEACHING AIDS, INC.
(the surviving corporation)

By: Susan H. Morrisroe
Susan H. Morrisroe, Vice President

Attest:

Hene W. Stack
Hene W. Stack, Assistant Secretary