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Expires 06/30/99
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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4/12/99

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
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

12/28/98

Name

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

- 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.)

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

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

TRADEMARK
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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)

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.

David J. Hill

Name of Person Signing

Signature

April 8, 1999

Date Signed

CERTIFICATE OF MERGER OF
TRUE NORTH CUSTOM PUBLISHING, INC. INTO
TRUE NORTH CUSTOM PUBLISHING, LLC

Pursuant to the provisions of Section 48-21-107 of the Tennessee Business Corporation Act ("TBCA") and Section 48-244-103 of the Tennessee Limited Liability Company Act ("TLLCA"), the undersigned entities hereby adopt the following Certificate of Merger.

1. Entities.
 - a. True North Custom Publishing, Inc. (the "Corporation") is a Tennessee corporation formed on December 5, 1988.
 - b. True North Custom Publishing, LLC (the "Company") is a Tennessee limited liability company formed on January 1, 1999.
2. Plan of Merger. A Plan of Merger (the "Plan of Merger") has been duly adopted by the unanimous written consent of (i) the board of directors and shareholders of the Corporation on December 31, 1998, and (ii) the members of the Company on December 31, 1998.
3. Surviving Entity. The surviving entity is True North Custom Publishing, LLC whose principal executive office is located at 250 Forest Avenue, Chattanooga, Tennessee 37405.
4. Nature of Surviving Entity. The surviving entity, True North Custom Publishing, LLC, is a limited liability company.
5. Effective Date. The effective date of the merger is January 1, 1999.
6. Filing of Plan of Merger. The Plan of Merger is on file at the place of business of the surviving entity which is located at 250 Forest Avenue, Chattanooga, Tennessee 37405. A copy of the Plan of Merger is attached.
7. Furnishing of Copy of Plan of Merger. A copy of the Plan of Merger will be furnished by the Company on request and without cost to any member of the Company or any person holding an interest in the Corporation.

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SECRETARY OF STATE

IN WITNESS WHEREOF, the Corporation and the Company have caused this Certificate of Merger to be executed this 28th day of December, 1998.

THE CORPORATION:

TRUE NORTH CUSTOM PUBLISHING, INC.

By: David C. Mc Donald
Name: PRESIDENT
Title: DAVID C. MC DONALD

THE COMPANY:

TRUE NORTH CUSTOM PUBLISHING, LLC.

By: David C. Mc Donald
Name: DAVID C. MC DONALD
Title: PRESIDENT

PLAN OF MERGER
OF TRUE NORTH CUSTOM PUBLISHING, INC. INTO
TRUE NORTH CUSTOM PUBLISHING, LLC

Pursuant to the provisions of Section 48-21-102 of the Tennessee Business Corporation Act ("TBCA") and Section 48-244-101 of the Tennessee Limited Liability Company Act ("TLLCA"), the undersigned entities adopt the following Plan of Merger:

1. Merger. On the Effective Date, as defined in Section 6 hereof, True North Custom Publishing, Inc. (the "Corporation") shall be merged into True North Custom Publishing, LLC (the "Company") (the "Merger"). The Company shall be the surviving entity and the separate corporate existence of the Corporation shall cease upon the Effective Date.

2. Charter and Bylaws. On the Effective Date, the Articles of Organization and Operating Agreement of the Company shall be the governing documents of the surviving entity.

3. Managers. The persons who are managers of the Company immediately prior to the Effective Date shall, after the Effective Date, remain the managers of the Company, and shall serve in such capacities until their successors have been duly elected and qualified in accordance with the Operating Agreement of the Company.

4. Manner and Basis of Converting Shares. On the Effective Date each issued and outstanding share of common stock of the Corporation shall, by virtue of the Merger and without any action on the part of the record holder thereof, be converted into a membership interest in the Company which, upon giving effect to such conversion, will provide the holder thereof with a one-half percent (0.5%) membership interest in the Company.

5. Effect of Merger. On the Effective Date: (i) the separate existence of the Corporation shall cease and the Corporation shall be merged with and into the Company with the effects set forth in Section 48-21-106 of the TBCA and Section 48-244-104 of the TLLCA, and the Company shall then possess all of the rights, privileges, powers, immunities, purposes and franchises, both public and private, of the Corporation; (ii) title to all real estate and other property owned by the Corporation shall be vested in the Company without reversion and impairment; (iii) all liabilities of the Corporation shall be assumed by and be the responsibility of the Company; (iv) any proceeding pending against either the Company or the Corporation may be continued as if the Merger did not occur or the Company may be substituted in the proceeding for the Corporation; and (v) the rights of creditors and liens upon or security interests in the property of the Corporation shall not be impaired by the Merger. If at any time after the Effective Date, the parties shall consider or be advised that any further assignment or assurances are necessary or desirable to vest in the Company, the title of any property or rights of the Corporation, the corresponding directors and officers of the Corporation shall have the authority to execute and make all such proper assignments and assurances and to do all things necessary or proper to vest title in such property or rights in the Company and to otherwise carry out the purposes of this Plan of Merger.

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6. Effective Date. As used in this Plan of Merger, the term "Effective Date" shall mean January 1, 1999.

7. Termination. This Plan of Merger may be terminated by the written agreement of the parties hereto at any time prior to the Effective Date and in such event this Plan of Merger shall have no further force or effect and there shall be no liability on the part of the parties hereto.

8. Approvals. This Plan of Merger must be approved by the board of directors and shareholders of the Corporation and members of the Company in accordance with the provisions of the TBCA and the TLLCA, as applicable. Upon such approval, the management of the Corporation and the Company, acting by and through their respective officers, shall be authorized to execute, deliver and file with the Tennessee Secretary of State an appropriate Certificate of Merger as may be required to effectuate the Merger in accordance with the TBCA and TLLCA.

9. Entire Agreement. This Plan of Merger sets forth the entire understanding of the parties hereto with respect to the subject matter of this Plan of Merger and shall constitute the entire agreement between the parties hereto with respect to those matters. This Plan of Merger may be modified or amended only by a written agreement signed by the Corporation and the Company.

IN WITNESS WHEREOF, the undersigned entities have caused this Plan of Merger to be executed by a duly authorized officer this 28th day of December, 1998.

TRUE NORTH CUSTOM PUBLISHING, INC.

By: [Signature]
Name: DAVID M. DONARD
Title: PRESIDENT

TRUE NORTH CUSTOM PUBLISHING, LLC

By: [Signature]
Name: DAVID M. DONARD
Title: PRESIDENT