

04-16-1999

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Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

4/2/99

**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 #
- 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

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)

- 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

FOR OFFICE USE ONLY

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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

TRADEMARK
REEL: 1883 FRAME: 0901

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.

Eric V. Roeder

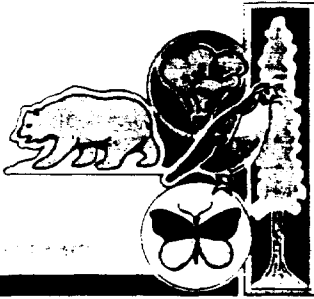
ER

3/26/97

Name of Person Signing

Signature

Date Signed



State of California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

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

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

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

MAY - 8 1992



March Fong Eu

Secretary of State

A417805

ENDORSED
FILED
In the Office of the Secretary of State
Of the State of California

MAY 5 1992

AGREEMENT AND PLAN OF MERGER

MARCHFONG EU, Secretary of State

This Agreement and Plan of Merger, dated as of April 27, 1992 ("Merger Agreement") is made and entered into by Davidson & Associates, Inc., a California corporation ("Davidson") and Educational Resources, Ltd., an Illinois corporation ("ER"). Davidson and ER are herein collectively referred to as the "Constituent Corporations".

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Merger Agreement, the Constituent Corporations and others have entered into an Agreement and Plan of Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties and agreements in connection with the transactions contemplated; and

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and in the best interests of the shareholders of the Constituent Corporations that ER be acquired by Davidson through a merger ("Merger") of ER into Davidson.

NOW, THEREFORE, the Constituent Corporations hereby agree as follows:

ARTICLE 1

The Constituent Corporations

1.1 (a) ER was incorporated under the laws of the State of Illinois on July 1, 1984

(b) ER is authorized to issue an aggregate of One Hundred (100) shares of Common Stock (the Common Stock herein referred to as "ER Common Stock").

(c) As of the date hereof, an aggregate of One Hundred (100) shares of Common Stock of ER were outstanding. Immediately upon the Effective Time of the Merger (as defined below), each outstanding share of ER Common Stock shall be converted into Davidson Common Stock, as provided in Article IV hereof.

1.2 (a) Davidson was incorporated under the laws of the State of California on December 14, 1984.

(b) Davidson is authorized to issue an aggregate of Ten

Million (10,000,000) shares of common stock ("Davidson Common Stock").

(c) On the date hereof, an aggregate of Six Million (6,000,000) shares of Davidson Common Stock are outstanding.

ARTICLE 2

The Merger

2.1 (a) If adopted and approved by the vote of the shareholders of the Constituent Corporations, and if all of the conditions precedent to the consummation of the Merger specified in the Agreement and Plan of Reorganization shall have been satisfied or duly waived by the party entitled to satisfaction thereof, then unless terminated as provided in the Agreement and Plan of Reorganization, the Merger Agreement, along with certificates meeting the requirements of the California General Corporation Law and the Illinois Business Corporation Act shall be filed with the Secretaries of State of California and Illinois as required by applicable law. After such filing with the California Secretary of State is completed, the Merger shall become effective ("Effective Time of Merger").

(b) At the Effective Time of Merger, ER shall be merged into Davidson and the separate corporate existence of ER shall thereupon cease. Davidson shall be the surviving corporation on the Merger and the separate corporate existence of Davidson, with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

2.2 (a) Davidson shall succeed to all of the rights, privileges, powers, immunities and franchises of ER, all of the properties and assets of ER and all of the debts, choses in action and other interest due or belonging to ER, and shall be subject to, and responsible for, all of the debts, liabilities and obligations of ER, with the effect set forth in the California General Corporation Law.

(b) If, at any time after the Effective Time of Merger, Davidson shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in Davidson its right, title or interest in, to or under any of the rights, properties or assets of ER acquired or to be acquired by Davidson as a result of, or in connection with, the Merger or to otherwise carry out this Merger Agreement, the officers and directors of Davidson shall and will be authorized to execute and deliver, in the name and on behalf of the Constituent Corporations or otherwise, all such deeds, bills of sale,

assignments and assurances and to take and do, in the name and on behalf of the Constituent Corporation or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any of the right, title and interest in, to and under such rights, properties or assets of Davidson or to otherwise carry out this Merger Agreement.

ARTICLE 3

Articles of Incorporation, By-Laws, and Directors and Officers of Davidson

3.1 The Articles of Incorporation of Davidson in effect immediately prior to the Effective Time of Merger shall be the Articles of Incorporation of Davidson after the Merger unless and until amended as provided by law and such Articles of Incorporation.

3.2 the By-Laws of Davidson in effect immediately prior to the Effective Time of Merger shall be the By-Laws of Davidson after the Merger unless and until amended as provided by law and such By-Laws.

3.3 The directors and officers of Davidson immediately prior to the Effective Time of Merger shall be the directors and officers of Davidson after the Merger until their successors shall have been elected and shall qualify or until otherwise provide by law, the Articles of Incorporation, and the By-Laws of Davidson.

ARTICLE 4

Manner and Basis of Converting Shares Of the Constituent Corporations

4.1 At the Effective Time of Merger, each share of ER Common Stock outstanding immediately prior to the Effective Time of Merger shall be converted at the Effective Time of Merger into Six Thousand (6,000) shares of Davidson Common Stock. Such number subject to adjustment prior to the Effective Time of Merger in accordance with the Agreement and Plan of Reorganization.

4.2 Davidson shall not be required to issue or deliver any fractional shares of Davidson Common Stock or any Davidson certificates representing fractional shares of Davidson Common Stock, in connection with any exchange of ER certificates for Davidson certificates; however, Davidson shall pay to each person who would otherwise be entitled to receive a Davidson certificate representing fractional shares of Davidson Common Stock an amount in cash (rounded to the nearest whole cent) equal to the value of such fractional share based upon \$9.16 $\frac{2}{3}$ as the value of one share of Davidson Common Stock.

4.3 As soon as practicable after the Effective Time of Merger and after surrender to an agent appointed and compensated by Davidson (the "Exchange Agent") of any certificate which prior to the Effective Time of Merger shall have represented any shares of ER Common Stock, Davidson shall cause to be distributed to the person in whose name such certificate shall have been issued a certificate registered in the name of such person representing the Davidson Common Stock in which any shares previously represented by the surrendered certificate shall have been converted at the Effective Time of Merger. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time of Merger shall have represented any shares of ER Common Stock shall be deemed at and after the Effective Time of Merger to represent only the shares of Davidson Common Stock into which they shall have been converted hereunder. Upon such surrender, there shall be paid to the person in whose name the certificates representing such shares of Davidson Common Stock shall be issued and without interest any dividends which shall have become payable with respect to such shares of Davidson Common Stock between the Effective Time of Merger and the time of such surrender. All dividends which shall be held by the Exchange Agent and which shall be unclaimed at the end of one year from the Effective Time of Merger shall be repaid by such agent to Davidson after which time the holders of Davidson Common Stock not receiving payment of such dividends, shall look as general creditors only to Davidson for payment thereof.

4.4 If any certificate for shares of Davidson Common Stock is to be issued in the name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in any name other than that of the registered holder of the certificate surrendered or established to the satisfaction of Davidson that such tax has been paid or is or is not payable.

ARTICLE 5

Termination and Amendment

5.1 Notwithstanding the approval of this Merger Agreement by the shareholders of ER And Davidson, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

5.2 This Merger Agreement may be amended by the parties hereto at any time before or after approval hereof by the

shareholders of either ER or Davidson, but, after any such approval, no amendment shall be made which would have a material adverse effect on the shareholders of either ER or Davidson without the further approval of such shareholders. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. Without limiting the foregoing, the parties hereto acknowledge and agree that any modification of the manner or basis of converting ER Common Stock into Davidson Common Stock shall require further approval of the Board of Directors of Davidson and the Board of Directors and shareholders of ER.

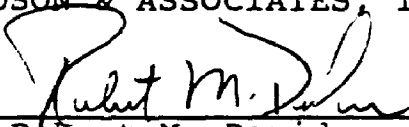
IN WITNESS WHEREOF, the parties hereto have duly executed this Merger Agreement as of the date first above written.

EDUCATIONAL RESOURCES, LTD.

By: 

FOREST BARBIERI

DAVIDSON & ASSOCIATES, INC.

By: 

Robert M. Davidson

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

Janice G. Davidson and Robert M. Davidson certify that:

1. They are the president and the secretary, respectively, of Davidson & Associates, Inc., a California corporation.
2. The Agreement and Plan of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 6,000,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: April 27, 1992



Janice G. Davidson, President



Robert M. Davidson, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

Forest R. Barbieri and Carole B. Barbieri certify that:

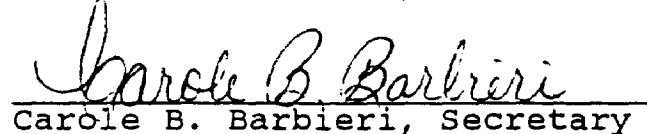
1. They are the president and the secretary, respectively, of Educational Resources, Ltd., an Illinois corporation.
2. The Agreement and Plan of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding is 100.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 4/30/92



Forest R. Barbieri, President



Carole B. Barbieri, Secretary