

04-26-1999



HEET

U.S. Department of Commerce
Patent and Trademark Office

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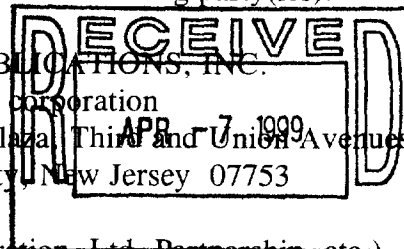
To the Honorable Commissioner of Patents and Trademarks, enclosed original documents or copy thereof

1. Name of conveying party(ies):
NYLABONE CORPORATION, a New Jersey corporation

(Individual, Corporation, Ltd. Partnership, etc.)
Additional name(s) of conveying party(ies) attached? Y N

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

T.F.H. PUBLICATIONS, INC.
a Delaware corporation
One TFH Plaza, Third and Union Avenues
Neptune City, New Jersey 07753



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Execution Date: 26 September 1987

(Individual, Corporation, Ltd. Partnership, etc.)
Additional name(s) & address(es) attached?
 Y N

4.7.99 and

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional numbers attached? Y N

B. Trademark Registration No.(s)

1,739,122

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

Francis A. Utecht, Esq.
Fulwider Patton Lee & Utecht, LLP
200 Oceangate, Suite 1550
Long Beach, California 90801

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Charge to deposit account

8. Deposit account number: 21-0800
(Duplicate attached)

9. 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.

Francis A. Utecht

04/07/99

Francis A. Utecht, Reg. No. 16,605

Total number of pages comprising cover sheet: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231-9998

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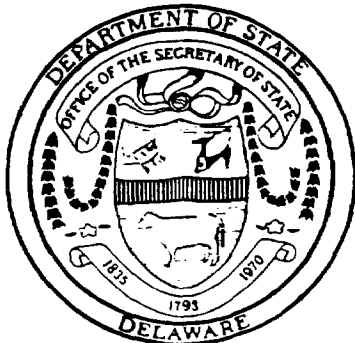
State of DELAWARE



Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of _____ Merger _____
filed in this office on _____ October 5, 1987 _____

TRADE-MARK



Michael Harkins

Michael Harkins, Secretary of State

BY: *M. M. [Signature]*

DATE: _____ November 7, 1988 _____

3702780200

PLAN AND AGREEMENT OF REORGANIZATION
by Merger of
NYLABONE CORP.
with and into
TEH. PUBLICATIONS, INC.
under the name of
TEH. PUBLICATIONS, INC.

FILED

OCT 5 1987 9Am.
Edward G. Fisher

This is a Plan and Agreement of Merger (Agreement) between NYLABONE CORP. (Nylabone), a New Jersey corporation (the Merging Corporation), and TEH. PUBLICATIONS, INC. (TEH), a Delaware corporation (the Surviving Corporation).

ARTICLE I. PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Nylabone and TEH, pursuant to the provisions of the Delaware Business Corporation Act, the New Jersey Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Nylabone shall be merged with and into TEH, to exist and be governed by the laws of the State of Delaware.

(b) The name of the Surviving Corporation shall be TEH. Publications, Inc.

(c) When this agreement shall become effective, the separate corporate existence of Nylabone shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Nylabone and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

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(d) The Surviving Corporation will carry on business with the assets of Nylabone, as well as the assets of TFH.

(e) The shareholders of Nylabone will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Nylabone surrendered by its shareholders, the Surviving Corporation will issue stock to its shareholders, on the basis set forth in Article 4 below.

(g) The shareholders of TFH will retain their shares as shares of the Surviving Corporation.

(h) The Certificate of Incorporation of TFH, as existing on the effective date of the merger, shall continue in full force as the Certificate of Incorporation of the Surviving Corporation until altered, amended or repealed as provided in the Certificate or as provided by law.

Effective Date

1.02. The effective date of the merger (Effective Date) shall be at the close of business, on the 26th day of September, 1987.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Nylabone represents and warrants to the Surviving Corporation as follows:

(a) Nylabone is a corporation duly organized, validly existing, and in good standing under the laws of the State of New Jersey, with corporate power and authority to own property and carry on its business as it is now being conducted.

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(b) Nylabone has an authorized capitalization consisting of 1,000 shares of common stock, each without par value, of which 1,000 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) All required federal, state and local tax returns of Nylabone have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. Nylabone has not been delinquent in the payment of any tax or assessment.

(d) There have been no adverse or substantial changes in Nylabone's financial condition since the balance sheet date.

(e) There is no pending or threatened legal actions against Nylabone.

(f) Nylabone's title to its assets is valid.

(g) There are no contracts to which Nylabone is a party not in the ordinary course of business.

Survivor

2.02. As a material inducement to Nylabone to execute this Agreement and perform its obligations under this Agreement, TFH represents and warrants to Nylabone as follows:

(a) TFH is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware with corporate power and authority to own property and carry on its business as it is now being conducted.

(b) TFH has an authorized capitalization consisting of 1,000 shares of common stock, each without par value. As of the date of this Agreement, 1,000 shares of the common stock are validly issued and outstanding, fully paid and nonassessable.

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(c) All required federal, state and local tax returns of TFH have been accurately prepared and duly and timely filed, and all federal, state and local taxes required to be paid with respect to the periods covered by the returns have been paid. TFH has not been delinquent in the payment of any tax or assessment.

(d) TFH is authorized to execute this plan and agreement of merger.

(e) There have been no adverse or substantial changes in TFH's financial condition since the balance sheet date.

(f) There are no major pending or threatened legal actions against TFH.

(g) TFH's title to its assets is valid.

(h) There are no contracts to which TFH is a party not in the ordinary course of business.

ARTICLE 3. COVENANTS, ACTIONS, AND
OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers, clients and other business contacts. Except with the prior consent in writing of TFH, pending consummation of the merger, Nylabone shall not:

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(a) Create or issue any indebtedness for borrowed money.

(b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Board of Directors
of Surviving Corporation

3.02. This Agreement shall be submitted to the Board of Directors of TFH in the manner provided by the laws of the State of Delaware for approval.

Conditions Precedent to
Obligations of Nylabone

3.03. Except as may be expressly waived in writing by Nylabone, all of the obligations of Nylabone under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by TFH:

(a) The representations and warranties made by TFH to Nylabone in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If TFH shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to Nylabone and shall either correct the error, misstatement, or omission or obtain a written waiver from Nylabone.

(b) TFH shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with prior to or on the Effective Date.

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Conditions Precedent to
Obligations to TFH

3.04. Except as may be expressly waived in writing by TFH, all of the obligations of TFH under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Nylabone:

(a) The representations and warranties made by Nylabone to TFH in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If Nylabone shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to TFH and shall either correct the error, misstatement, or omission or obtain a written waiver from TFH.

(b) Nylabone shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of Nylabone shall surrender their shares to Evelyn Axelrod, Secretary of the Surviving Corporation, or to such other person as may hereafter be designated by TFH, promptly after the Effective Date, in exchange for the issuance of stock, as hereinafter provided.

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Basis

4.02. The shareholders of Nylabone shall be entitled to received 87 shares of TFH stock in exchange for their Nylabone stock.

Shares of Survivor

4.03. The currently outstanding 1000 shares of common stock of TFH, each without par value, shall remain outstanding as common stock, each without par value, of the Surviving Corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01.(a) The present Board of Directors of TFH shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If the vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of TFH shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

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ARTICLE 6. BY-LAWS

By-Laws of Survivor

6.01. The by-laws of TFH, as existing on the Effective Date of the merger, shall continue in full force as the by-laws of the Surviving Corporation until altered, amended, or repealed as provided in the by-laws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES

Nature and Survival of
Representations and Warranties

7.01 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Nylabone, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 8. TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date notwithstanding the prior provisions hereof:

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(a) At the election of the Board of Directors of TFH if

(1) it sees fit to do so, in its sole discretion.

(2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of the TFH Board of Directors, renders the merger advisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of the TFH Publications, Inc., Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of the TFH Publications, Inc. Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.

Notice of and Liability on Termination

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of TFH shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

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ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. Nylabone agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Nylabone further agrees take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, addressed as follows:

(a) In the case of Nylabone to: Evelyn Axelrod, President, Nylabone Corp., 1 TFH Plaza, Neptune, New Jersey, 07753, or to such other person or address as Nylabone may from time to time request in writing.

(b) In the case of TFH to: Herbert Axelrod, President, TFH Publications, Inc., 1 TFI Plaza, Neptune, New Jersey, 07753, or to such other person or address as TFH may from time to time request in writing.

Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

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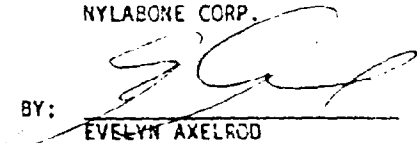
Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware.

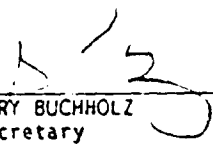
In WITNESS WHEREOF, this Agreement was executed on the 26th day of September, 1987.

NYLABONE CORP.

BY:


EVELYN AXELROD
President

ATTEST:



GARY BUCHHOLZ
Secretary

TEH. PUBLICATIONS, INC.

BY:


HERBERT AXELROD
President

ATTEST:


EVELYN AXELROD
Secretary

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State of New Jersey:
County of mouth ss:

BE IT REMEMBERED that on this 26th day of September, 1987, Gary Buchholz personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the corporate secretary of NyLabone Corp., the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Evelyn Axelrod, the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its board of directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
this 26th day of September.

[Handwritten signature]

[Handwritten signature]
GARY BUCHHOLZ, Secretary
NYLABONE CORP.

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State of New Jersey:
ss:
County of Monmouth:

BE IT REMEMBERED that on this 25th day of September, 1987, Evelyn Axelrod personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the corporate secretary of TFH Publications, Inc., the corporation named in this document;

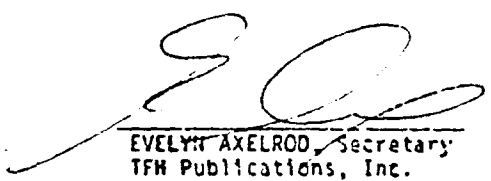
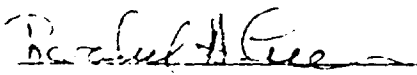
(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Herbert Axelrod, the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its board of directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

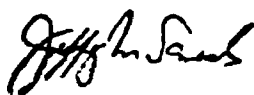
(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
this 25th day of September.


EVELYN AXELROD, Secretary
TFH Publications, Inc.

**RECORDED
PATENT & TRADEMARK OFFICE**

NOV - 9 1989



**ACTING COMMISSIONER, OF
PATENTS AND TRADEMARK OFFICE**

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