

05-21-1999



101041816

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** 5-17-99

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  
12311998

Change of Name

Other \_\_\_\_\_

**Conveying Party**  Mark if additional names of conveying parties attached

Name WLN Execution Date  
Month Day Year  
12311998

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Washington

**Receiving Party**  Mark if additional names of receiving parties attached

Name OCLC Online Computer Library Center, Incorporated

DBA/AK/A/T/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 6565 Frantz Road

Address (line 2) \_\_\_\_\_

Address (line 3) Dublin OH 43017  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Ohio

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.)

05/20/1999 JSHABAZZ 00000147 134830 75440307

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 25.00 CH 150.00 DP

190E

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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

**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="75440307"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1542332"/>	<input type="text" value="1751116"/>	<input type="text" value="1751511"/>
<input type="text" value="1771205"/>	<input type="text" value="1774393"/>	<input type="text" value="1947916"/>
<input type="text" value="1960378"/>	<input type="text"/>	<input type="text"/>

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

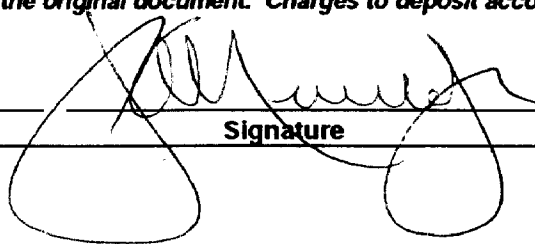
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

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 WASHINGTON



## SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,

hereby certify this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

WLN

Merged into OCLC ONLINE COMPUTER LIBRARY CENTER, INCORPORATED  
dba OCLC ONLINE COMPUTER LIBRARY CENTER

as filed in this office on December 31, 1998.



Date: March 8, 1999

*Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital*

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State

200-001

TRADEMARK  
REEL: 001899 FRAME: 0363

# STATE of WASHINGTON



## SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

### ARTICLES OF MERGER

to

WLN

a Washington Non Profit corporation,

were filed for record in this office on the date indicated below.

Merged into OCLC ONLINE COMPUTER LIBRARY CENTER, INCORPORATED  
dba OCLC ONLINE COMPUTER LIBRARY CENTER (An Ohio corp. qualified in  
Washington)

UBI Number: 601 197 479

Date: December 31, 1998



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State  
2-416641-5

## AGREEMENT AND PLAN OF MERGER

1. This Agreement and Plan of Merger executed on December 31, 1998, by and between OCLC Online Computer Library Center, Incorporated ("OCLC" or the "Surviving Corporation"), an Ohio corporation not for profit and a charitable corporation that is not a private foundation and is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 and WLN, a Washington corporation not for profit and a charitable corporation that is not a private foundation and is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 ("WLN" or the "Merged Corporation").
2. WHEREAS, the Board of Trustees of the Surviving Corporation and the Board of Directors of the Merged Corporation (hereinafter collectively sometimes referred to as the "Constituent Corporations") have determined that it is in the best interests of the Surviving Corporation, the Surviving Corporation's members and the Merged Corporation that the Merged Corporation be merged with and into the Surviving Corporation upon the terms and conditions set forth herein; and
3. WHEREAS, the Board of Trustees and the Trustee Members of the Surviving Corporation approved this Agreement and Plan of Merger effective December 31, 1998, and there being no members of the Merged Corporation pursuant to Section 24.03.065 of the Revised Code of Washington, the Board of Directors of the Merged Corporation similarly approved this Agreement and Plan of Merger on December 23, 1998.
4. NOW THEREFORE, in consideration of the terms and conditions set forth in this Agreement and Plan of Merger and in accordance with the laws of the States of Ohio and Washington, the Constituent Corporations have agreed and do hereby agree as follows:
5. The Constituent Corporations have agreed that WLN shall be merged into and with OCLC which shall be the surviving corporation as that term is defined in Chapter 1702, Ohio Revised Code.
6. The name of the Surviving Corporation shall be OCLC Online Computer Library Center, Incorporated.
7. The place in the State of Ohio where the principal office of the Surviving Corporation is located is Dublin, Franklin County.
8. The Surviving Corporation's purposes shall be those set forth in the Third Article of OCLC's current Amended Articles of Incorporation in effect immediately prior to the merger, which are as follows:

*The purpose or purposes for which this Corporation is formed are to establish, maintain and operate a computerized library network and to promote the evolution of library use, of libraries themselves, and of librarianship, and to provide processes and products for the benefit of library users and libraries, including such objectives as increasing availability of library resources to individual library patrons and reducing rate of rise of library per-unit costs, all for the fundamental public purpose of furthering ease of access to and use of the ever-expanding body of worldwide scientific, literary and educational knowledge and information.*

FILED  
STATE OF WASHINGTON  
DEC 31 1998  
ALPH MUNRO  
SECRETARY OF STATE

Donald J. Muccino, Executive Vice-President and COO, and James T. Houfek, Secretary, of OCLC Online Computer Library Center, Incorporated, an Ohio nonprofit corporation ("OCLC"), do hereby certify, pursuant to Section 1702.43 & 1702.45 of the Ohio Revised Code, that a meeting of the Board of Trustees of OCLC was duly called and held on November 16<sup>th</sup>, 1998, at which meeting a quorum of the Trustees was present, and that, by the unanimous affirmative vote of all of the Trustees, a resolution authorizing the merger with WLN was passed, as well as a resolution that each of the Officers of OCLC were fully authorized to execute whatever documents were deemed necessary and appropriate by OCLC to complete said merger, including the Agreement and Plan of Merger attached hereto. We further certify that an action without a meeting pursuant to the Ohio Revised Code was taken by all of the OCLC voting Members effective January 1, 1999. All of the Members were provided with a copy of the Agreement and Plan of Merger, and by a unanimous approval of the voting Members of OCLC, the Agreement and Plan of Merger attached hereto was approved and adopted. We further certify that the manner of the adoption of said Agreement and Plan of Merger and the vote by which it was adopted by the Members and the Board of OCLC constitutes full legal compliance with the provisions of Chapter 1702, Ohio Revised Code and with the Articles of Incorporation, the Bylaws and the Code of Regulations of said OCLC.

Paul H. McCarthy, President, and Richard S. Wyde, Secretary, of WLN, a Washington nonprofit corporation, do hereby certify, pursuant to Sections 24.03.195, 24.03.200 & 24.03.207 of the Revised Code of Washington, that a meeting of the Board of Directors of WLN was duly called and held on December 23, 1998, at which meeting a quorum of the Directors was present, and that, by the affirmative vote of a majority of the Directors in office, the Agreement and Plan of Merger attached hereto was approved and adopted. Pursuant to Section 24.03.065 of the Revised Code of Washington, the Board of WLN has chosen to have no members, so no membership approval was possible. We further certify that the manner of the adoption of said Agreement and Plan of Merger and the vote by which it was adopted by the Board of Directors of WLN constitutes full legal compliance with the provisions of Chapter 24 of the Revised Code of Washington and with the Articles of Incorporation and the Bylaws of said WLN.

IN WITNESS WHEREOF the said OCLC and WLN have caused this Certificate to be executed by the respective officers on the 31<sup>st</sup> day of December, 1998.

WLN  
By: Paul McCarthy  
Paul McCarthy, President

By: Richard S. Wyde  
Richard S. Wyde, Secretary

OCLC ONLINE COMPUTER LIBRARY CENTER,  
INCORPORATED  
By: Donald J. Muccino  
Donald J. Muccino  
Executive Vice-President and Chief  
Operating Officer

By: James T. Houfek  
James T. Houfek, Secretary

9. The following individuals shall serve as the initial Trustees of the Surviving Corporation until the next Annual Meeting of members or other meeting called to elect trustees:

Dr. William J. Crowe  
Vice Chancellor for Information Services and Dean of Libraries  
University of Kansas Libraries  
502 Watson Library  
Lawrence, Kansas 66045

Mme Christine Deschamps, Présidente de l'IFLA  
Bibliothèque de l'Université Paris V  
49, rue des Saints-Pères  
75005 Paris  
France

Dr. Edward E. David, President  
EED, Inc.  
Box 435  
Bedminster, New Jersey 07921

Mr. Robert M. Duncan  
Vice President & Secretary to the Board of Trustees Emeritus  
The Ohio State University  
55 West 12th Avenue  
365 Drinko Hall  
Columbus, Ohio 43210-1931

Ms. Nancy L. Eaton  
Dean of University Libraries  
Penn State University  
E505 Pattee Library  
University Park, Pennsylvania 16802

Professor Maurice Glicksman  
Division of Engineering  
Box D  
Brown University  
Providence, Rhode Island 02912

Ms. Barbara Gubbin, Director  
Houston Public Library  
500 McKinney Avenue  
Houston, Texas 77002-2534

Ms. Victoria Hanawalt, College Librarian  
Eric V. Hauser Library  
Reed College  
3203 SE Woodstock Boulevard  
Portland, Oregon 97202

Mr. Robert H. Jeffrey, President  
The Jeffrey Company  
88 East Broad Street, Suite 1560  
Columbus, Ohio 43215

Mr. Robert L. Jordan, President  
OCLC Online Computer Library Center, Incorporated  
6565 Frantz Road  
Dublin, Ohio 43017-3395

Mr. Myer Kutz, Chairman  
Myer Kutz Associates, Inc.  
St. James Building  
1133 Broadway, Suite 641  
New York, New York 10010

Dr. William Gray Potter  
Director of Libraries  
University of Georgia  
Athens, Georgia 30602-1641

Dr. Sharon J. Rogers  
4201 Lee Highway, #803  
Arlington, Virginia 22207

Dr. Thomas W. Shaughnessy, University Librarian  
University of Minnesota  
Wilson Library  
Library Central Administrative Services  
Minneapolis, Minnesota 55455-0414

Ms. Ellen Waite-Franzen  
Associate Provost for Information Services  
University Computing  
Jepson Hall, Room G-11  
28 West Hampton Way  
University of Richmond  
Richmond, Virginia 23173

10. The following individuals shall serve as the initial Officers of the Surviving Corporation until the next Annual Meeting of the Board of Trustees or other meeting called to elect Officers:

Chair of the Board

Sharon J. Rogers  
4201 Lee Highway, #803  
Arlington, Virginia 22207

Vice-Chair of the Board

Myer Kutz  
Myer Kutz Associates, Inc.  
St. James Building  
1133 Broadway, Suite 641  
New York, New York 10010



(All of the following Officers listed have the same address):

6565 Frantz Rd.  
Dublin, Ohio 43017-3395

President & CEO

Robert L. Jordan

Executive Vice President and Chief Operating Officer

Donald J. Muccino

Vice President, Product Development

Georgia L. Brown

Vice President, General Counsel & Secretary

James T. Houfek

Vice President, OCLC Services

Gary R. Houk

Vice President, Telecom Services & Operations

Fred Lauber

Vice President, Finance and Human Resources, & Treasurer

Rick J. Schwieterman

Vice President, Sales & International

Phyllis B. Spies

Vice President, Reference Services

Connie Zuga

11. The name and address of the statutory agent upon whom any process, notice or demand against either Constituent Corporation or the Surviving Corporation may be served is as follows:

James T. Houfek  
6565 Frantz Road, MC #202  
Dublin, Ohio 43017-3395

12. The terms of the merger of the Merged Corporation into the Surviving Corporation, and the mode of carrying the same into effect are as follows:

12.1. Each voting member of the Surviving Corporation shall without further act and deed continue to be a voting member of the Surviving Corporation.

12.2. The Surviving Corporation will preserve the offices of WLN as a regional service center in Lacey, Washington. This regional center will operate as a division of OCLC and will provide telephone, training, and related support to libraries in the Pacific Northwest region, which is defined as Washington, Oregon, Idaho, Montana, Alaska and British Columbia. This regional center will be named OCLC/WLN Pacific Northwest Service Center for at least a period of five years from the Effective Date. In addition, the OCLC/WLN Pacific Northwest Service Center will serve as a development, processing and customer service site for certain services and products, including but not limited to conversion services and WLN's current MARS, CD-ROM and ACAS products. The parties hereto anticipate that the OCLC/WLN Pacific Northwest Service Center's product development activities and regional services will grow in the future, though the actual mix and availability of products and services will be determined by the Surviving Corporation.

12.3. For a period of one year after the Effective Date, the parties hereto understand that former WLN users will be represented by the new OCLC/WLN Pacific Northwest Service Center, but after a period of one year from the Effective Date, all OCLC and/or former WLN users are free to choose whether they wish to be represented by the new

OCLC/WLN Pacific Northwest Service Center, an independent regional network, the current OCLC Pacific Service Center or OCLC Canada. Subject to achievement by the former WLN site of appropriate performance goals and to the general business environment in which the Surviving Corporation is operating, the Surviving Corporation will position the new OCLC/WLN Pacific Northwest Service Center as a key OCLC service center for users in the Pacific Northwest.

- 12.4. The Surviving Corporation will retain as employees (but solely on an at-will basis) all individuals who are employees of WLN as of the Effective Date, and the Surviving Corporation will enter into employment contracts for a term certain with the following four senior WLN employees: Paul McCarthy (President), Scott Barringer (Director of Information Technology), Mary Schroeder (Chief Financial Officer), and Sharon West (Director of Library Services). The Surviving Corporation will pay former WLN employees substantially the same gross compensation (taking into account both salary and benefits) as provided by WLN before the merger. Former WLN employees will, under the Surviving Corporation's benefit plans, be given credit for prior service at WLN. For purposes of clarification, nothing in this Agreement and Plan of Merger (including without limitation this Section 12.4) is intended to establish any right to ongoing employment by the Surviving Corporation of any individual who is a WLN employee as of the Effective Date.
- 12.5. The Surviving Corporation will make every effort, for a period of two years from the Effective Date, to offer former WLN customers (existing at the time of the merger), prices and terms for basic online services equivalent to those currently being offered by WLN. Such offering may consist in part or in total of cataloging or other credits to provide the equality of pricing contemplated herein.
- 12.6. The existing WLN and OCLC cataloging and resource sharing system and union catalogs will be merged by the Surviving Corporation.
- 12.7. For a period of one year following the Effective Date, a high-level transition task force consisting of Board member(s) and senior management from OCLC and former Board member(s) and senior management from WLN will be formed to meet (either telephonically or in person as may be deemed appropriate) to evaluate the transition process described herein and resolve issues that might arise. The transition task force will meet weekly through the end of February 1999, bi-weekly through the end of May 1999, and monthly through the end of December 1999, unless its members unanimously agree on a different level of frequency.
- 12.8. In order to further facilitate a smooth and equitable transition, the Surviving Corporation will, for a period of at least one year following the Effective Date, place a user representative from the customers of WLN as of the Effective Date on the following committees of the Surviving Corporation: RLAC (Research Libraries Advisory Committee), ACCUL (Advisory Committee on College and University Libraries), Special Libraries Committee, Public Libraries Committee, and the Advisory Committees for Collections and Technical Services, Resource Sharing, Reference Services, and Access Services.
- 12.9. In order to further facilitate a smooth and equitable transition, the Surviving Corporation will, for a period of at least two years following the Effective Date, invite the current chair of the WLN Board of Directors to participate as an observer in all of the Surviving Corporation's Board meetings (including without limitation special meetings) and will provide such individual with the same notice of and agendas for such meetings as are provided to Trustees of the Surviving Corporation. In addition, for each Board meeting of the Surviving Corporation that such individual attends, the Surviving Corporation will (a) pay a consulting fee to such individual, and (b) reimburse such individual for her travel and related expenses in connection with attending such meetings.

- 12.10. Former WLN libraries will be entitled to add members to the Surviving Corporation User's Council, as prescribed by the current OCLC User's Council delegate algorithm (the "algorithm"), and according to the provisions of the Articles, Regulations and Bylaws of the Surviving Corporation. Unless and until delegates are elected as prescribed by the algorithm, two members of the new OCLC/WLN Pacific Northwest Service Center will attend the Surviving Corporation User's Council as observers.
- 12.11. The Surviving Corporation will cooperate in recommending that the new OCLC/WLN Pacific Northwest Service Center become an individual member of the RONDAC group, but it cannot warrant that participation will be approved.
- 12.12. The individual responsible for the direction and management of OCLC/WLN Pacific Northwest Service Center will hold a position on the Surviving Corporations senior management team.
- 12.13. This Agreement and Plan of Merger may be abandoned prior to the Effective Date by OCLC or WLN if:
- 12.13.1 Either party fails to obtain appropriate corporate authorization as may be required to enter into this Agreement and Plan of Merger and engage in the transactions contemplated hereby.
- 12.13.2 Any governmental entity refuses to allow the merger to be completed, after the best efforts of both WLN and OCLC to correct any issues preventing such approval.
- 12.14. This Agreement and Plan of Merger may be abandoned prior to the Effective Date by OCLC if:
- 12.14.1 The parties cannot obtain assignments of the following licenses and contracts from WLN to the Surviving Corporation: Software Licensing Agreement with Software AG of North America, Inc. dated June 1, 1993; Master Lease Agreement #CML-0271-A with Celtic Leasing Corp. dated September 15, 1995; Internet MCI Dedicated Access Agreement with MCI dated November 18, 1996; Network MCI One Agreement with MCI dated May 15, 1997; Agreement for Internet Dedicated Services with Sprint dated January 19, 1997; Frame Relay Service Agreement with US West dated November 27, 1996; Software License Agreement with Fundamental Software dated July 1, 1998 or related agreement with Data General; McGill Licensed Programs Agreement with McGill University Libraries dated February 8, 1995; Operating System Support and Monitoring Agreement with Global Solutions Dated July 1, 1998; Non-Disclosure Agreement with Baker & Taylor, Inc. dated February 19, 1997; Bilateral Peering Agreement with Data Research Associates dated March 23, 1998; Non-Exclusive Sales Agent Agreement with Syndetic Solutions, Inc. dated September 2, 1998; Non-Disclosure Agreement with Syndetic Solutions, Inc. dated June 4, 1998; Agreement Regarding Nonexclusive Worldwide Right to Load, Format, and Use the Table of Content Records Within the WLN System with Blackwell's Book Services dated October 8, 1997; Non-Disclosure Agreement with Yankee Book Peddler dated February 21, 1997; Agreement for Purchase of CIP Upgrades with Yankee Book Peddler dated February 13, 1997; Software License with Corporation for Research and Educational Networking dated July 1, 1996; Operational Equipment Leases dated Oct. 16, 1997 and March 10, 1998 with Copiers Northwest, Inc.; Co-Location of Telecommunications Equipment Agreement with PacNet, Inc. dated September 13, 1995; Data Processing Agreement No. DP97-010 with New York Public Library dated September 22, 1997; and Authority Control and Bibliographic Record Processing Agreement with the State Library of Ohio dated July 22, 1998.;

12.14.2 Additional material liabilities or other material claims against WLN arise which were previously not disclosed to OCLC prior to the execution date hereof; and

12.14.3 OCLC and WLN are unable to resolve (to OCLC's satisfaction) the ALS agreement and other obligations of WLN that would extend liability beyond the Effective Date hereof.

12.15. Unless this Agreement and Plan of Merger is abandoned as provided for hereunder, OCLC and WLN shall each do all things necessary to cause this Agreement and Plan of Merger to be filed with the Secretary of State of Ohio and the Secretary of State of Washington, with Certificates/Articles of Merger as required by applicable laws, and shall take all other actions and sign and deliver all other documents required for the merger contemplated hereunder to become effective as of the time provided for in Section 14 hereof. Copies of all documents referred to in this Section may be filed with the copy hereof. WLN and OCLC each agree to execute and deliver any and all documents, and to take all other acts, required to convey, assign, transfer, deed, and/or vest all of WLN's property and/or rights of every kind and description in OCLC, to the full extent intended to be effected by this Agreement and Plan of Merger.

12.16. After the Effective Date, the Surviving Corporation will continue to indemnify, defend and hold harmless the former officers of WLN and members of its Board of Directors (the "Current WLN Directors and Officers"), with respect to all matters arising before the Effective Date, in the same way and to the same extent that WLN was obligated to indemnify, defend and hold harmless the Current WLN Directors and Officers before the Effective Date. The Current WLN Directors and Officers are intended to be the sole third party beneficiaries of this Section 12.16 with rights to enforce the same in any court of competent jurisdiction, and the Surviving Corporation hereby consents to nonexclusive jurisdiction and venue in federal and state courts located in the federal Western District of Washington and waives all defenses of lack of personal jurisdiction or forum non conveniens with respect to actions that any Current WLN Directors and Officers may bring in any such court in order to enforce this Section 12.16. The substantially prevailing party in any action to enforce this Section 12.16 shall be entitled to recover from the other part(ies) reasonable attorneys' fees, costs and other expenses incurred in connection with such action, in addition to any damages or other remedies available. Without superseding or limiting the foregoing obligations in any way, the Surviving Corporation also agrees to acquire and maintain in effect for three (3) years after the Effective Date, for the benefit of the Current WLN Directors and Officers, the insurance policy of Executive Risk Indemnity (the insurer) for Non-Profit Directors' and Officers' Liability Including Employment Practices Liability on the same terms and at the same levels of coverage as were in effect immediately prior to the Effective Date, the cost of which insurance coverage is estimated to be approximately Three Thousand One Hundred and Twenty Five Dollars (\$3125.00).

12.17. This Agreement and Plan of Merger does not implement any amendments to OCLC's Amended Articles of Incorporation, Bylaws or Code of Regulations in effect immediately before the merger, which shall continue unchanged as the Amended Articles of Incorporation, Bylaws and the Code of Regulations of the Surviving Corporation after the merger (unless and until otherwise changed in accordance with the law), and which are incorporated herein and made a part hereof.

12.18. Until changed in accordance with law, OCLC's Amended Articles of Incorporation, Bylaws or Code of Regulations, and subject to Section 12.10, above, (i) the General Members, the Users Council Members and the Trustee Members of OCLC existing immediately prior to the Effective Date shall continue to be the General Members, the Users Council Members and the Trustee Members, respectively, of the Surviving Corporation, shall continue to have unchanged membership rights and interests in respect of the Surviving Corporation and shall be the sole members of the Surviving Corporation, and (ii) no other person, firm, corporation or other entity shall have or be entitled to exercise any of the rights of a member of any class of the members of the Surviving Corporation.

12.19. This Agreement and Plan of Merger shall be construed and controlled by the laws of the State of Ohio. Notwithstanding the foregoing, this Agreement and Plan of Merger is intended to conform in full with, both ORC Section 1702.45 and RCW 24.03.207. The effects of the merger to be effected hereby are intended to be those set forth in ORC Section 1702.44 and RCW Section 24.03.210. Generally, without limiting the foregoing, the Surviving Corporation shall, upon the merger taking effect, have all rights and interests in all WLN's property of every kind and description, including in any grants or bequests and shall assume all WLN's obligations. In the case of a conflict between those statutes, the ORC shall control, as provided in both statutes.

12.20. Notwithstanding Section 11, above, and in accordance with RCW 24.03.207, the Surviving Corporation hereby agrees that it may be served with process in the State of Washington in any proceeding for the enforcement of any obligation of the Merging Corporation, and hereby irrevocably appoints the Secretary of State of the State of Washington and its agent to accept service of process in any such proceeding.

13. The Code of Regulations and Bylaws of OCLC as of the Effective Date shall be the Code of Regulations and Bylaws of the Surviving Corporation following the Effective Date.

14. The effective date of this Agreement and Plan of Merger shall be January 1, 1999 ("Effective Date").


IN WITNESS WHEREOF the Merged Corporation and Surviving Corporation have caused this Agreement and Plan of Merger to be duly executed and delivered on the day and year first above written.


WLN


OCLC ONLINE COMPUTER LIBRARY CENTER,  
INCORPORATED

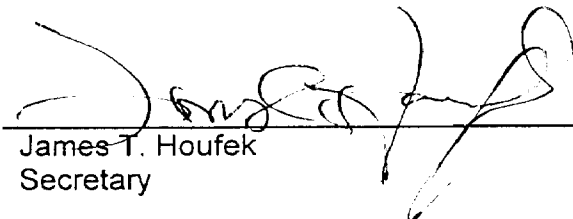
By:   
Lynn Melton  
Chair of the Board

By:   
Sharon J. Rogers  
Chair of the Board of Trustees

By:   
Paul H. McCarthy  
President

By:   
Donald J. Muccino  
Executive Vice-President and Chief  
Operating Officer

By:   
Richard S. Wyde  
Secretary

By:   
James T. Houfek  
Secretary

UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF THE SECRETARY OF STATE.



*I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show Certificate of MERGER of WLN, an unqualified Washington not-for-profit corporation, merging into: OCLC ONLINE COMPUTER LIBRARY CENTER, INCORPORATED, survivor of said merger, an Ohio not-for-profit corporation, Charter No. 362623, was filed in this office with an effective date of December 31st, 1998 of the Records of Incorporation. Said surviving corporation, OCLC ONLINE COMPUTER LIBRARY CENTER, INCORPORATED, an Ohio not-for-profit corporation, Charter No. 362623, having its principal location in Clinton Twp., County of Franklin, was incorporated on July 6th, 1967 is currently in GOOD STANDING upon the records of this office.*

*WITNESS my hand and official*

*seal at Columbus, Ohio on*

*April 6, 1999*



J. Kenneth Blackwell  
Secretary of State

DATE DOCUMENT NO DESCRIPTION  
1/26/1999 199900600292 MER MERGER/DOMESTIC

FILING	EXPED	PENALTY	CERT	COPY
50.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	50.00	0.00	0.00	0.00

**Return To:**  
VORYS, SATER, SEYMOUR, & PEASE  
ATTN M J GROVE  
PO BOX 1008  
COLUMBUS, OH 43216

-----cut along the dotted line-----



*The State of Ohio*  
Certificate

*Secretary of State - J. Kenneth Blackwell*

**362623**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for OCLC ONLINE  
COMPUTER LIBRARY CENTER, INCORPORATED and that said business records show the filing and recording of:*

Document(s)  
MERGER/DOMESTIC

Document No(s):  
199900600292

United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the Secretary  
of State at Columbus, Ohio, This 31st day of  
December, A.D. 1998



*J. Kenneth Blackwell*  
J. Kenneth Blackwell  
Secretary of State

**TRADEMARK**  
**REEL: 001899 FRAME: 0375**

Prescribed by  
Bob Taft, Secretary of State  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43266-0418  
Form MER (July 1994)

Approved \_\_\_\_\_  
Date \_\_\_\_\_  
Fee \_\_\_\_\_

## CERTIFICATE OF MERGER

In accordance with the requirements of Ohio law, the undersigned corporations, limited liability companies and/or limited partnerships, desiring to effect a merger, set forth the following facts:

### I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

OCLC Online Computer Library Center, Incorporated

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JAN 19 1999

J. KENNETH BLACKWELL  
SECRETARY OF STATE

(if the surviving entity is an Ohio limited partnership or qualified foreign limited partnership, its registration number must be provided)

B. **Name change:** As a result of this merger, the name of the surviving entity has been changed to the following: \_\_\_\_\_

only if the name of surviving entity is changing through the merger

(complete

C. The surviving entity is a: *(Please check the appropriate box and fill in the appropriate blanks)*

Domestic (Ohio) corporation, not for profit.

Foreign (Non-Ohio) corporation incorporated under the laws of the state/ country of \_\_\_\_\_ and licensed to transact business in the state of Ohio.

Foreign (Non-Ohio) corporation incorporated under the laws of the state/country of \_\_\_\_\_, and **NOT** licensed to transact business in the state of Ohio.

Domestic (Ohio) limited liability company

Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of \_\_\_\_\_, and registered to do business in the state of Ohio.

Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of \_\_\_\_\_, and **NOT** registered to do business in the state of Ohio.

Domestic (Ohio) limited partnership, registration number \_\_\_\_\_



- [ ] Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of \_\_\_\_\_, and registered to do business in the state of Ohio, under registration number \_\_\_\_\_
- [ ] Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of \_\_\_\_\_ and NOT registered to do business in the state of Ohio.

**II. Merging Entities**

The name, type of entity, and state/country of incorporation or organization, respectively, of each entity, other than the survivor, which is a party to the merger are as follows: *(If insufficient space to cover this item, please attach a separate sheet listing the merging entities; Ohio registered or foreign qualified limited partnerships must include registration number)*

Name	State/ Country of Organization	Type of Entity
WLN	Washington	not for profit corporation

**III. Merger Agreement on File**

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

Name	Address
James T. Houfek	6565 Frantz Road, MC #202 (street and number)
	Dublin, OH 43017-3395 (city, village or township) (state) (zip code)

**IV. Effective Date of Merger**

This merger is to be effective:

On December 31, 1998 *(if a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing; if no date is specified, the date of filing will be the effective date of the merger).*

**V. Merger Authorized**

The laws of the state or country under which each constituent entity exists, permits this merger.

This merger was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so .

**VI. Statutory Agent**

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

Name	Address
_____	_____
	<small>(complete street address)</small>
	_____
	<small>(city, village or township)                      (zip code)</small>

*(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct or transact business in the State of Ohio)*

**Acceptance of Agent**

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity.

\_\_\_\_\_  
**Signature of Agent**

*(The acceptance of agent must be completed by domestic surviving entities if through this merger the statutory agent for the surviving entity has changed, or the named agent differs in any way from the name reflected on the Secretary of State's records.)*

**VII. Statement of Merger**

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity.

**VIII. Amendments**

The articles of incorporation, articles of organization or certificate of limited partnership (~~strike the inapplicable terms~~) of the surviving domestic entity herein, are amended as set forth in the attached "Exhibit A" Not Applicable

*(Please note that any amendments to articles of incorporation, articles of organization or to a certificate of limited partnership MUST be attached if the surviving entity is a DOMESTIC corporation, limited liability company, or limited partnership.)*

**IX. Qualification or Licensure of Foreign Surviving Entity**

A. The listed surviving foreign corporation, limited liability company, or limited partnership desires to transact business in Ohio as a foreign corporation, foreign limited liability company, or foreign limited partnership, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the State of Ohio. The name and complete address of the statutory agent is:

\_\_\_\_\_  
(name) ( street and number)

\_\_\_\_\_, Ohio \_\_\_\_\_  
(city, village or township) ( zip code)

The subject surviving foreign corporation, limited liability company or limited partnership irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State if the agent cannot be found, if the corporation, limited liability company or limited partnership fails to designate another agent when required to do so, or if the corporation's, limited liability company's, or limited partnership's license or registration to do business in Ohio expires or is cancelled.

B. The qualifying entity also states as follows: (complete only if applicable)

1. **Foreign Qualifying Limited Liability Company**

(If the qualifying entity is a foreign limited liability company, the following information must be completed)

- a. The name of the limited liability company in its state of organization/registration is \_\_\_\_\_  
\_\_\_\_\_
- b. The name under which the limited liability company desires to transact business in Ohio is \_\_\_\_\_  
\_\_\_\_\_
- c. The limited liability company was organized or registered on \_\_\_\_\_ under the laws of the state/country of \_\_\_\_\_  
month day year
- d. The address to which interested persons may direct request for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is: \_\_\_\_\_  
\_\_\_\_\_

2. **Foreign Qualifying Limited Partnership**  
(If the qualifying entity is a foreign limited partnership, the following information must be completed)

a. The name of limited partnership is \_\_\_\_\_  
\_\_\_\_\_

b. The limited partnership was formed on \_\_\_\_\_  
month day year  
under the laws of the state/country of \_\_\_\_\_

c. The address of the office of the limited partnership in its state/country of organization is \_\_\_\_\_  
\_\_\_\_\_

d. The limited partnership's principal office address is \_\_\_\_\_  
\_\_\_\_\_

e. The names and business or residence addresses of the GENERAL partners of the partnership are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

*(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)*

f. The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:  
\_\_\_\_\_  
\_\_\_\_\_

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is cancelled or withdrawn.

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

WLN

exact name of entity

By:

Its:

Paul McCarthy  
Paul McCarthy, President

By:

Its:

Richard S. Wyde  
Richard S. Wyde, Secretary

Date: December 31, 1998

OCLC ONLINE COMPUTER LIBRARY  
CENTER, INCORPORATED

exact name of entity

By:

Its:

Donald J. Muccino  
Executive Vice-President and Chief  
Operating Officer

By:

Its:

James T. Houfek Secretary

Date: December 31, 1998

exact name of entity

By:

Its:

Date:

exact name of entity

By:

Its:

Date:

exact name of entity

By:

Its:

Date:

exact name of entity

By:

Its:

Date:

exact name of entity

By:

Its:

Date:

exact name of entity

By:

Its:

Date:

(Please note that the chairman of the board, the president, vice president, secretary or an assistant secretary must sign on behalf of each constituent corporation, and at least one general partner must sign on behalf of each constituent limited partnership. If insufficient space for signature, a separate sheet should be attached containing such signatures)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

**U. S. Trademark Application No. 75/440,307 and Trademark Registration No(s).  
1,542,332, 1,751,116, 1,751,511, 1,771,205, 1,774,393, 1,947,916 and 1,960,378**

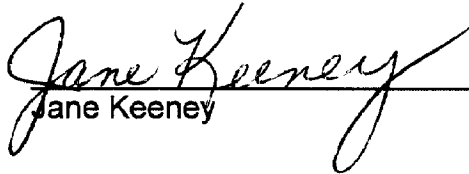
Mark: **WEBLN, LASERCAT, WLN CONSPECTUS SOFTWARE, WLN, POLAR PAC, WLN  
MARC RECORD SERVICE (MARS), TURNING INFORMATION INTO, FASTCAT**

ASSISTANT COMMISSIONER FOR TRADEMARKS  
WASHINGTON, D.C. 20231

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

Date of Deposit: **May 14, 1999**

I hereby certify that this Recordation is being deposited with the United States Postal Service First Class Mail on the date indicated above, addressed to: Box Assignments, Assistant Commissioner for Patents, Washington, D.C. 20231.

  
Jane Keeney