

06-03-1999



101053729

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

Name Learn Television, Incorporated

Execution Date
Month Day Year

12 - 23 - 96

Formerly

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Illinois

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Jellyvision, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 848 West Eastman, Suite 203

Address (line 2)

Address (line 3) Chicago

City

Illinois

State/Country

60622

Zip Code

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Illinois

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.)

05/28/1999 DNGUYEN 00000269 2191587

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

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: 001905 FRAME: 0598

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)

<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"/>

Registration Number(s)

<input type="text" value="2,191,587"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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

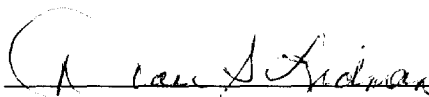
☐

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.

Diane S. Lidman

Name of Person Signing


Signature

May 7, 1999

Date Signed

State of Illinois Office of The Secretary of State

Whereas,

ARTICLES OF MERGER OF
JELLYVISION, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be
affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 27TH
day of DECEMBER A.D. 19 96 and of
the Independence of the United States the two
hundred and 21ST .



George H. Ryan

Secretary of State

Form **BCA-11.25**

(Rev. Jan. 1995)

George H. Ryan
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961

DO NOT SEND CASH!
Remit payment in check or money
order, payable to "Secretary of State."
Filing Fee is \$100, but if merger or
consolidation of more than 2 corpo-
rations, \$50 for each additional cor-
poration.

**ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE****FILED**

DEC 27 1996

**GEORGE H. RYAN
SECRETARY OF STATE****PAID****DEC 30 1996**

File #

5835-634-4**SUBMIT IN DUPLICATE**This space for use by
Secretary of State

Date

12/27/96

Filing Fee

\$ 100.00

Approved:

1. Names of the corporations proposing to merge
consolidate , and the state or country of their incorporation:
exchange shares

Name of Corporation	State or Country Of Incorporation	Corporation File No.
Learn Television, Incorporated	Illinois	05541-351-7 (GS)
Jellyvision, Inc.	Illinois	05835-634-4 (GS)

2. The laws of the state or country under which each corporation is incorporated permit such merger, consolidation or exchange.

3. (a) Name of the surviving
new corporation: Jellyvision, Inc.
acquiring
- (b) it shall be governed by the laws of: State of Illinois

4. Plan of merger
consolidation is as follows: See Attachment "A" hereto.
exchange

If not sufficient space to cover this point, add one or more sheets of this size.

EXPEDITED

DEC 27 1996

SECRETARY OF STATE

REEL: 001905 FRAME: 0601

5. Plan of ~~consolidation~~ ^{merger} was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under §11.30 —90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each corporation)

	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken. (§ 11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.220)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20
Name of Corporation			
Learn Television, Incorporated	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> /
Jellyvision, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> /
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

- a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
N/A		

- b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19 ____.

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? ☐ Yes ☐ No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated December 23rd, 1996

attested by 
(Signature of Secretary or Assistant Secretary)

ROY D. GOTTLIEB, SEC'Y
(Type or Print Name and Title)

Learn Television, Incorporated
(Exact Name of Corporation)

by 
(Signature of President or Vice President)

HARRY N. GOTTLIEB, PRESIDENT
(Type or Print Name and Title)

Dated December 23rd, 1996

attested by 
(Signature of Secretary or Assistant Secretary)

ROY D. GOTTLIEB, SEC'Y
(Type or Print Name and Title)

Jellyvision, Inc.
(Exact Name of Corporation)

by 
(Signature of President or Vice President)

HARRY N. GOTTLIEB, PRESIDENT
(Type or Print Name and Title)

Dated _____, 19 ____

attested by _____
(Signature of Secretary or Assistant Secretary)

(Type or Print Name and Title)

(Exact Name of Corporation)

by _____
(Signature of President or Vice President)

(Type or Print Name and Title)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of December 23, 1996 by and between JELLYVISION, INC., an Illinois corporation ("JVI"), hereinafter sometimes referred to as the "Surviving Corporation", and LEARN TELEVISION, INCORPORATED, an Illinois corporation ("LTV") (JVI and LTV are hereinafter sometimes referred to individually as a "Constituent Corporation" or collectively as the "Constituent Corporations").

W I T N E S S E T H:

WHEREAS, the Board of Directors of each of JVI and LTV has determined that it is desirable and in each such corporation's best interests that LTV be merged with and into JVI upon the terms and conditions herein set forth and in accordance with the applicable provisions of the laws of the state of Illinois.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereby agree that LTV shall be merged with and into JVI and the terms and conditions thereof are and shall be as follows:

ARTICLE I

Merger

1.1 On the Effective Date (as defined below), JVI and LTV shall be merged into a single corporation by LTV merging with and into JVI, and JVI shall be the Surviving Corporation. This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations, as provided by law, and shall take effect and be deemed and

be taken to be the Agreement and Plan of Merger of the Constituent Corporations upon the latest of the following to occur: (i) the approval or adoption thereof by the stockholders of each Constituent Corporation in accordance with the laws of the state of Illinois and (ii) the execution and filing of such documents with the Secretary of the State of Illinois and the doing of such acts and things as shall be required for accomplishing the merger (said latest date is hereinafter referred to as the "Effective Date"). On the Effective Date, the separate existence of LTV shall cease and the existence of JVI as the Surviving Corporation shall continue in effect unimpaired by the merger, with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities, of a corporation organized under the Illinois Business Corporation Act.

1.2 On the Effective Date:

(a) JVI, as the Surviving Corporation, shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all property, real, personal and mixed, together with the goodwill of the business in connection with which said Constituent Corporations are engaged, and all debts due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of, or belonging to, or due to each of the Constituent Corporations, shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger.

(b) The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations and any claims existing or

action or proceeding pending by or against any of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in its place and neither the rights of creditors nor any liens upon the property of any of the Constituent Corporations shall be impaired by the merger.

(c) The assets and liabilities of the Constituent Corporations shall be recorded on the books of the Surviving Corporation in the amounts at which they are stated on the books of the respective Constituent Corporations on the Effective Date, subject to such adjustments as may be required to effect comparability of accounting policies and practices.

(d) The name of the Surviving Corporation, the purposes for which it is formed and the nature of the business to be transacted by it shall be as set forth in the Articles of Incorporation of JVI.

ARTICLE II

Articles of Incorporation, By-Laws Board of Directors and Officers of the Surviving Corporation

2.1 The Articles of Incorporation of the Surviving Corporation in effect on the Effective Date shall be the Articles of Incorporation of JVI in effect on the Effective Date.

2.2 The By-Laws of the Surviving Corporation in effect on the Effective Date shall be the By-Laws of JVI in effect on the Effective Date, and they shall thereafter continue to be its By-Laws until duly altered, amended or repealed as provided by law or such By-Laws.

2.3 The officers and directors of JVI on the Effective Date will continue as officers and directors of the Surviving Corporation for their respective terms of office and until their successors have been duly elected and qualified pursuant to law.

ARTICLE III

Capitalization

3.1 The Capitalization of the Constituent Corporations is as follows:

(a) JVI is authorized to issue Ten Million (10,000,000) shares of common stock with no par value per share ("JVI Stock") and Five Million (5,000,000) share of preferred shares with no par value per share. Out of the total shares authorized, nine thousand seven hundred and fifty (9,750) shares are issued and outstanding as of the date immediately preceding the Merger.

(b) LTV is authorized to issue One Million (1,000,000) shares of no par value common stock of which three hundred and ninety-one thousand (391,000) shares ("LTV Stock") are issued and outstanding as of the date immediately preceding the Merger.

ARTICLE IV

Manner of Conversion of Shares

4.1 On the Effective Date, the outstanding capital stock of LTV shall be converted into capital stock of the Surviving Corporation. The manner and basis of converting the outstanding capital stock of LTV into capital stock of the Surviving Corporation shall be as follows:

(a) Each share of JVI issued and outstanding immediately prior to the merger shall not be converted or exchanged in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one share of the Surviving Corporation.

(b) The record owners of the issued and outstanding shares of LTV Stock shall surrender all of their shares of LTV Stock, and said shares of LTV Stock shall be cancelled and shall cease to be outstanding.

(c) The shareholders and the percent Shares held by said Shareholders of both LTV and of JVI are the same.

ARTICLE V

Termination

5.1 This Agreement may be terminated and abandoned at any time before the Effective Date by the mutual consent of the Constituent Corporations.

ARTICLE VI

Miscellaneous

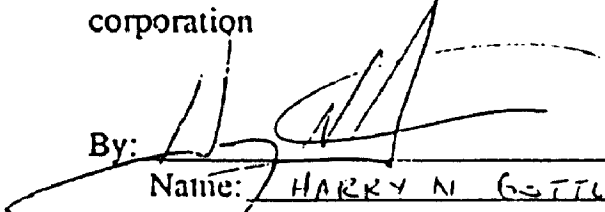
6.1 This Agreement (a) shall be governed by and construed in accordance with the law of the State of Illinois, (b) shall not be waived, except by an instrument in writing, signed by the party to be charged, and (c) shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

6.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

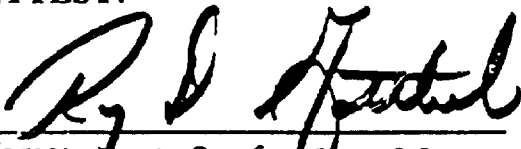
6.3 The parties hereto each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances, and to take all such further action, including, without limitation, the execution and filing of such instruments in the state of Illinois as shall be necessary or desirable to carry out this Agreement and to consummate and effect the merger contemplated hereby.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their respective Board of Directors have caused these presents to be executed and attested by their respective officers thereunto duly authorized as of the day and year first above written.

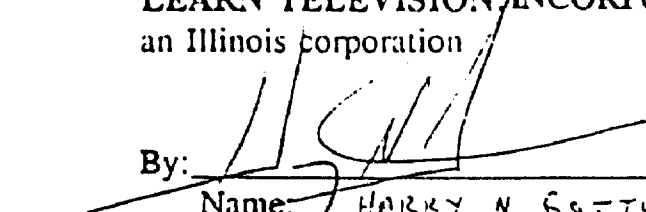
JELLYVISION, INC., an Illinois corporation

By: 
Name: HARRY N. GUTTLER
Its: President

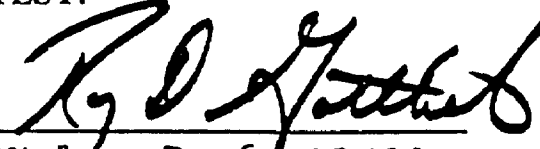
ATTEST:


Name: ROY D. GUTTLER
Its: Secretary

LEARN TELEVISION, INCORPORATED,
an Illinois corporation

By: 
Name: HARRY N. GUTTLER
Its: President

ATTEST:


Name: ROY D. GUTTLER
Its: Secretary

MIH0489 12/20/96

RECORDED: 05/11/1999

TRADEMARK
REEL: 001905 FRAME: 0610