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08-30-1999



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To the Honorable Commissioner of Pat

101130483

and original documents or copy thereof.

i. Name of conveying party(ies):

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

Standard & Poor's Corporation

Name: McGraw-Hill, Inc.

Street Address: 1221 Avenue of the Americas

City: New York State: New York Zip: 10020

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-New York
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-New York
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

Execution Date: March 31, 1993

8-24-99

4. Application number(s) or registration number(s):

A. Trademark Applications

B. Trademark Registrations

DAILY STOCK PRICE RECORD - Reg. No. 1,118,210

Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved:

1

Name: Darby & Darby P.C.

Street Address: 805 Third Avenue, 27th Floor

City: New York State: New York Zip: 10022-7513

7. Total fee (37 CFR 3.41):.....\$40.00

- Enclosed
- Authorized to be charged to deposit account

EXPRESS MAIL CERTIFICATE

Date: 8/24/99 Postal No. 95859793

I hereby certify that, on the date indicated above I deposited this paper or fee with the U.S. Postal Service & that it was addressed for delivery to the Commissioner of Patents & Trademarks, Washington D.C. 20231 by "Express Mail Post Office to Addressee" service.

8. Deposit account number:

04-0100

(Attach duplicate copy of this page if paying by deposit account)

[Signature]
Name (Print) [Signature]
Signature

DO NOT USE THIS SPACE

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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.

Karin Segall
Name of Person Signing

[Signature]
Signature

August 24, 1999

Date

08/31/1999 DMSUYEM 00000152 1118210

01 FC:481

40.00 CP

Total number of pages including cover sheet, attachments, and document:

4

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

1105.SR

**Agreement and Plan of Liquidation and Dissolution of
Standard & Poor's Corporation**


This Agreement and Plan of Liquidation and Dissolution ("Plan") between McGraw-Hill, Inc., a New York corporation ("McGraw-Hill"), and Standard & Poor's Corporation, a New York corporation and a wholly-owned subsidiary of McGraw-Hill ("S&P"), is for the purpose of effecting the liquidation and dissolution of S&P in accordance with Sections 332 and 337 of the Internal Revenue Code of 1986 and Article 10 of the Business Corporation Law of the State of New York.

NOW THEREFORE, the parties hereto hereby agree as follows:

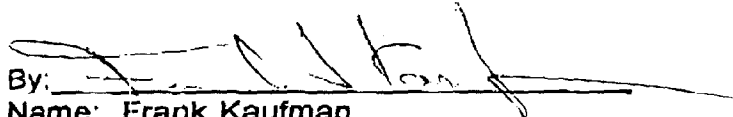
1. The Plan as hereby submitted shall become effective upon the adoption of the Plan by the Boards of Directors of McGraw-Hill and S&P and by the affirmative vote of McGraw-Hill, as the holder of all outstanding shares of stock of S&P.
2. The liquidation of S&P is to be effected at the close of business on March 31, 1993. After March 31, 1993, S&P shall not perform business activities other than those required for the winding up of its affairs. The dissolution of S&P shall occur as promptly as possible after March 31, 1993 but in no event later than December 31, 1994.
3. At the close of business on March 31, 1993, S&P shall transfer and assign all of its assets, real and personal, tangible and intangible, of every kind and nature, and wheresoever located to McGraw-Hill, the sole shareholder of S&P, by appropriate instruments of transfer. This liquidating distribution shall be made by S&P in complete cancellation or redemption of all of its issued and outstanding shares of capital stock.
4. At the close of business on March 31, 1993, McGraw-Hill shall assume all of S&P's duties, liabilities, taxes, unemployment contributions, fees and the like, whether accrued or contingent, that may be payable or properly assessable against S&P.
5. The directors and officers of S&P and McGraw-Hill, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file (including but not limited to a certificate of dissolution and any necessary federal or state tax returns), and/or record any and all instruments, papers and documents which shall be or become necessary or proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Liquidation and Dissolution or of the liquidation and dissolution herein provided for.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Liquidation and Dissolution to be executed by their respective duly authorized officers as of this 31st day of March, 1993.

STANDARD & POOR'S CORPORATION

By: 
Name: Frank Kaufman
Title: Vice President

McGRAW-HILL, INC.

By: 
Name: Frank Kaufman
Title: Senior Vice President-Taxes