

10-28-1999



101182221

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying parties:

PUBLICATIONS, INC.
IOWA FARMER TODAY, LTD.
INTERACTIVE MEDIA, INC.

- Individual(s)
- General Partnership
- Corporation - State Iowa
- Other
- Association
- Limited Partnership

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

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

Name: GAZETTE COMMUNICATIONS, INC.

Internal Address: _____

Street Address: 500 3rd AVENUE SE

City: CEDAR RAPIDS State: IA ZIP: 52401

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation - State Iowa

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: JULY 1, 1999

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

A. Trademark Application No.(s)

SERIAL NO. 75/491,399

B. Trademark registration No.(s)

REG. NO. 2,063,608 REG. NO. 1,399,378
REG. NO. 1,836,432 REG. NO. 1,458,324

Additional numbers attached? Yes No

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

Name: James C. Nemmers

Internal Address: _____

Street Address: 500 Firstar Bank Building, P.O. Box 2107

City: Cedar Rapids State: Iowa ZIP: 52406-2107

6. Total number of applicants and trademarks involved: [1]

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

10/27/1999 MTHA11 00000234 75491399

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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.

James C. Nemmers
Name of Person Signing

10-21-99
Date

Total number of pages comprising cover sheet: [1]

IOWA

No. W00214711
Date: 07/01/1999

SECRETARY OF STATE

490 DP-000109158
GAZETTE COMMUNICATIONS, INC.

ACKNOWLEDGMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Articles of Merger

The document was filed on June 30, 1999, at 04:14 PM, to be effective as of July 1, 1999, at 12:01 AM.

The amount of \$50.00 was received in full payment of the filing fee.



A handwritten signature in cursive script, reading 'Chester J. Culver', is written over a horizontal line.

CHESTER J. CULVER SECRETARY OF STATE



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109158-S
119579-NS
93233-NS
142756-NS

DOCUMENT NO. **05073**
RECORDING FEE 3500
AUTOMATION FEE 100

**ARTICLES OF MERGER
OF
CEDAR RAPIDS GAZETTE, INC.**

(hereafter to be known as "Gazette Communications, Inc.")

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 1105 of the Iowa Business Corporation Act, the undersigned Corporation adopts the following Articles of Merger:

1. The Merger Agreement and Plan of Reorganization (the "Plan of Merger"), pursuant to which each of Publications, Inc., an Iowa corporation, Iowa Farmer Today, Ltd., an Iowa corporation, and Interactive Media, Inc., an Iowa corporation, are to be merged into Cedar Rapids Gazette, Inc., an Iowa corporation, is attached hereto as Exhibit A.

2. The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger as to each corporation is as follows:

<u>Corporation</u>	<u>Designation of Group</u>	<u>Shares Outstanding</u>	<u>Votes Entitled to be Cast on Plan of Merger</u>
Publications, Inc.	Common Stock	30,000	30,000
Iowa Farmer Today, Ltd.	Common Stock	10,000	10,000
Interactive Media, Inc.	Common Stock	10,000	10,000
Cedar Rapids Gazette, Inc.	Common Stock	30,000	30,000

2.1 All outstanding shares of Common Stock of Publications, Inc. were voted in favor of the Plan of Merger.

2.2 All outstanding shares of Common Stock of Iowa Farmer Today, Ltd. were voted in favor of the Plan of Merger.

2.3 All outstanding shares of Common Stock of Interactive Media, Inc. were voted in favor of the Plan of Merger.

2.4 All outstanding shares of Common Stock of Cedar Rapids Gazette, Inc. were voted in favor of the Plan of Merger.

3. Cedar Rapids Gazette, Inc. (hereafter to be known as "Gazette Communications, Inc.") shall be the surviving corporation.

4. Coincident with the aforesaid merger, Article I of the Articles of Incorporation of Cedar Rapids Gazette, Inc. shall be amended to change the name of the corporation to "Gazette Communications, Inc."

(6)

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The effective date and time of these Articles of Merger is July 1, 1999 at 12:01 am CDLST.

CEDAR RAPIDS GAZETTE, INC.
(hereafter to be known as "Gazette Communications, Inc.")

By: 
Joe Hladky, President

By: 
Ken Slaughter, Assistant Secretary

**EXHIBIT A
MERGER AGREEMENT AND PLAN OF REORGANIZATION**

This **MERGER AGREEMENT AND PLAN OF REORGANIZATION** (this "Agreement") is entered into as of the 30th day of June, 1999, by **Publications, Inc.**, an Iowa corporation ("PI"), **Iowa Farmer Today, Ltd.**, an Iowa corporation ("IFT"), **Interactive Media, Inc.**, an Iowa corporation ("IMI") (PI, IFT and IMI sometimes collectively referred to as the "Merging Corporations"), and **Cedar Rapids Gazette, Inc.**, an Iowa corporation ("CRG") (CRG sometimes referred to as the "Surviving Corporation") (PI, IFT, IMI and CRG sometimes referred to collectively as the "Constituent Corporations").

RECITALS:

- A. Each of the parties to this Agreement are wholly owned subsidiaries of The Gazette Company, an Iowa corporation;
- B. The parties intend that, subject to the terms and conditions of the Agreement and applicable law, each of PI, IFT, and IMI are to be merged into CRG, with CRG to be the surviving corporation of the merger (the Merger);
- C. Upon the effectiveness of the Merger, all the outstanding capital stock of PI, IFT and IMI will be cancelled as provided in this Agreement; and
- D. Coincident with the Merger, the Articles of Incorporation of CRG will be amended to change its name to "Gazette Communications, Inc."

AGREEMENTS:

In consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

1. MERGER AND PLAN OF REORGANIZATION.

1.1 Merger. At the Effective Time of the Merger (as defined below), (a) each of PI, IFT and IMI shall merge with and into CRG in accordance with the terms of this Agreement and the applicable provisions of the laws of the state of Iowa, and CRG shall be the surviving corporation, (b) the name of the Surviving Corporation shall become "Gazette Communications, Inc." as provided in Section 1.3 below, (c) all issued and outstanding shares of common stock of the Surviving Corporation shall remain issued and outstanding and the certificates evidencing ownership of such shares shall be cancelled and reissued to The Gazette Company in the Surviving Corporation's new name, (d) the separate corporate existence of PI, IFT and IMI shall cease, and (e) all issued and outstanding shares of the common stock of the Merging Corporations shall automatically be canceled and all certificates evidencing ownership of such shares shall be void and of no effect.

1.2 Effective Time of the Merger. The Merger shall become effective at 12:01 a.m. CDLST, on July 1, 1999, and the Surviving Corporation shall timely file Articles of Merger with the Iowa Secretary of State pursuant to Section 490.1105 of the Iowa Business Corporation Act so that the Merger

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CRG

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takes effect as of such time and date. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

1.3 Name of Surviving Corporation. The name which the Surviving Corporation is to have after the Merger shall be "Gazette Communications, Inc." and co-incident with the Effective Time and in the Articles of Merger, the Surviving Corporation shall amend its Articles of Incorporation to adopt such name.

1.4 Governing Documents.

(a) Charter. The Articles of Incorporation of CRG, as in effect immediately prior to the Effective Time, shall, after the Merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the Merger except to reflect the change in the name of the Corporation as provided in Section 2.3 of this Agreement.

(b) Bylaws. The Bylaws of CRG, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the Merger, except to reflect the change in the name of the Corporation as provided in Section 2.3 of this Agreement.

1.5 Directors and Officers. The persons who are the Directors and officers of CRG immediately prior to the Effective Time shall, after the Merger, continue as the Directors and of ficers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Iowa and the Articles of Incorporation and Bylaws of the Surviving Corporation.

1.6 Effect of the Merger on Constituent Corporations. Upon the Merger becoming effective:

(a) Property and Assets. All rights, privileges, franchises and property, real, personal, or mixed, of each of the Merging Corporations, and all debts and liabilities due or to become due to any of the Merging Corporations, including every interest or asset of conceivable value or benefit, shall be deemed fully and finally transferred to and vested in the Surviving Corporation, without further act or deed, and without any impairment or right of reversion, and the Surviving Corporation shall have and hold the same in its own right as fully as the same was possessed and held by the Merging Corporation.

(b) Liabilities. All debts, liabilities, and obligations of the Constituent Corporations due or to become due, and all claims or demands for any cause existing against any of the Constituent Corporations shall be and become the debts, liabilities, obligations of, and the claims and demands against, the Surviving Corporation in the same manner as if the Surviving Corporation had itself incurred or become liable for them.

1.7 Further Assurances. Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the Merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the

Constituent Corporations, or any of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement.

1.8 Tax Free Reorganization. The parties intend to adopt this Agreement as a tax-free plan of reorganization and to consummate the Merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and this Agreement shall be so construed.

2. CONDITIONS. Effectuation of the Merger as herein provided for is conditioned upon:

2.1 Corporate Approval. Ratification and confirmation of this Agreement by the sole shareholder and directors of each of the Constituent Corporations as required by law and their respective Articles of Incorporation and Bylaws; and

2.2 Consents. Procurement of all other consents and approvals and satisfaction of all other requirements prescribed by law which are necessary for consummation of the Merger.

3. TERMINATION. This Agreement shall be automatically terminated if the Board of Directors of any of the Constituent Corporations, in their sole discretion and at any time prior to the filing with the Secretary of State of Iowa of the Articles of Merger giving effect to the Merger, by resolution duly adopted, abandon the Merger. In such event, this Agreement shall be terminated and shall have no further effect. Such termination shall not give rise to any liability on the part of any of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement.

4. MISCELLANEOUS.

4.1 Waivers and Amendments. Any term or condition of this Agreement may be waived at any time by a party entitled to the benefit thereof if such waiver is in writing and, when applicable, if authorized by the Board of Directors of such party. This Agreement may be amended at any time if such amendment is in writing and is approved by the Board of Directors of each of the parties hereto.

4.2 Entire Agreement. This Agreement contains the entire agreement between the parties hereto, with respect to the transactions effected by this Agreement and any related transactions, and supersedes all prior arrangements or understandings, whether oral or written, among the parties with respect thereto.

4.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument but all such counterparts together shall constitute but one agreement.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa except to the extent that federal law may preempt any of the terms, conditions or provisions hereof, in which event federal law will govern the terms of this Agreement.

4.5 Assignment. This Agreement (including all documents and instruments referred to herein) is not intended to confer upon any person or entity other than the parties hereto any rights or remedies, and

CRG

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shall not be assigned by operation of law or otherwise without the prior written approval of all of the parties hereto.

4.6 Severability. If any provision of this Agreement, or the application of any such provision shall be unenforceable, the rights and obligations of the parties shall be construed and enforced with that provision limited so as to make it enforceable to the greatest extent allowed by law or, if it is totally unenforceable, as if this Agreement did not contain that particular provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

Cedar Rapids Gazette, Inc.

By: Joe Hladky
Joe Hladky, President

By: Ken Slaughter
Ken Slaughter, Assistant Secretary

Publications, Inc.

By: Joe Hladky
Joe Hladky, President

By: Ken Slaughter
Ken Slaughter, Secretary

Iowa Farmer Today, Ltd.

By: Joe Hladky
Joe Hladky, President

By: Ken Slaughter
Ken Slaughter, Secretary

Interactive Media, Inc.

By: Joe Hladky
Joe Hladky, President


By: Ken Slaughter
Ken Slaughter, Secretary

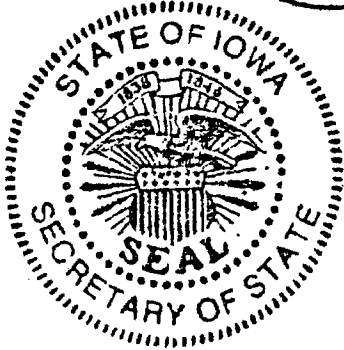
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SECRETARY OF STATE

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JOHN F. PALMANT
COUNTY RECORDER
LINN COUNTY, IOWA
1999 JUL 23 P11 3:23





STATE OF IOWA
SECRETARY OF STATE

STATE OF IOWA
Secretary of State Office
CP445

I hereby certify that this is a true and complete document(s) to which the seal is affixed as filed in this office beginning 30th day of June 1999 to and including the date below.

DATED July 20, 1999

Chas. J. Palmer
Secretary of State

BY: [Signature]

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~~AA AA AA AA AA AA~~

3600 2nd St
Clt# 73506
Dean Einck, Atty
P.O. Box 2107
RECORDED: 10/25/1999

FILED FOR RECORD
3:23 PM
JUL 23 1999
[Signature]
RECORDER LINN CO., IOWA