

05-02-2000



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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 RGA Publishing Group, Inc. Execution Date 03271998
 Formerly _____
 Individual General Partnership Limited Partnership Corporation Association
 Other _____
 Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name NTC/Contemporary Publishing Group, Inc.
 DBA/AKA/TA _____
 Composed of _____
 Address (line 1) 4255 West Touhy Avenue
 Address (line 2) _____
 Address (line 3) Lincolnwood IL/USA 60712
City State/Country Zip Code
 Individual General Partnership Limited Partnership 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.)
 Corporation Association
 Other _____
 Citizenship/State of Incorporation/Organization Illinois

FOR OFFICE USE ONLY

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

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

312-862-2000

Name

Gregg Kirchhoefer, Esq.

Address (line 1)

Kirkland & Ellis

Address (line 2)

200 E. Randolph Dr., Suite 5300

Address (line 3)

Chicago, IL 60601

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

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)

Number of Properties

Enter the total number of properties involved.

#

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190.00

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:

#

22-0440

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.

Gregg Kirchhoefer

3/27/00

Name of Person Signing

Signature

Date Signed

State of Illinois
Office of
The Secretary of State

Whereas,

ARTICLES OF MERGER OF
NTC/CONTEMPORARY PUBLISHING GROUP, 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 APRIL A.D. 19 98 and of the Independence of the United States the two hundred and 22ND .



George H Ryan

Secretary of State

**ARTICLES OF MERGER
CONSOLIDATION OR EXCHANGE**

File # 3047-067-2

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

SUBMIT IN DUPLICATE

FILED

APR 27 1998

**GEORGE H. RYAN
SECRETARY OF STATE**

This space for use by
Secretary of State

Date 4/27/98

Filing Fee \$ 100.00

Approved: 

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.

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

Name of Corporation	State or Country Of Incorporation	Corporation File No.
<u>NTC/Contemporary Publishing Group, Inc.</u>	<u>Illinois</u>	<u>3047-067-2</u>
<u>RGA Publishing Group, Inc.</u>	<u>California</u>	<u>N/A</u>
_____	_____	_____
_____	_____	_____

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~~ ^{surviving} ~~corporation~~ ^{corporation}: NTC/Contemporary Publishing Group, Inc.
(b) it shall be governed by the laws of: Illinois

4. Plan of ~~merger~~ ^{merger} ~~consolidation~~ ^{consolidation} ~~exchange~~ ^{exchange} is ~~attached~~ ^{attached}.

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

EXPEDITED

APR 27 1998

**SECRETARY OF STATE
TRADEMARK**

REEL: 002063 FRAME: 0596

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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

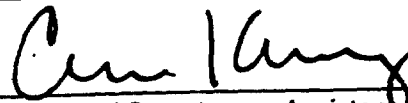
b. (Not applicable to 100% owned subsidiaries)
 The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, 19 _____.

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 April 23, 19 98

attested by 
 (Signature of Secretary or Assistant Secretary)

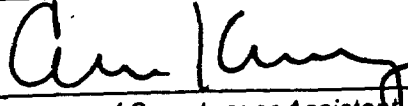
Crane H. Kenney, Secretary
 (Type or Print Name and Title)

NTC/Contemporary Publishing Group, Inc.
 (Exact Name of Corporation)

by 
 (Signature of President or Vice President)

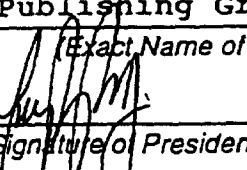
Mark R. Pattis, President
 (Type or Print Name and Title)

Dated April 23, 19 98

attested by 
 (Signature of Secretary or Assistant Secretary)

Crane H. Kenney, Secretary
 (Type or Print Name and Title)

RGA Publishing Group, Inc.
 (Exact Name of Corporation)

by 
 (Signature of President or Vice President)

Mark R. Pattis, 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

This Agreement and Plan of Merger (this "Plan of Merger") is made as of March 27, 1998, in accordance with Section 11.35 of the Illinois Business Corporation Act and Section 1101 of California Business Corporation Law, by and among NTC/Contemporary Publishing Group, Inc., an Illinois corporation ("NTC"), and RGA Publishing Group, Inc., a California corporation ("RGA"); (NTC and RGA are sometimes collectively referred to hereinafter as the "Constituent Corporations").

WITNESSETH:

WHEREAS, the authorized capital stock of RGA consists of 100,000 shares of common stock, without par value, of which 666.67 shares are issued and outstanding and wholly owned by Tribune Company;

WHEREAS, the authorized capital stock of NTC consists of 1,000,000 shares of common stock, par value \$1.00 per share, of which 62,050 shares are issued and outstanding and wholly owned by Tribune Company;

WHEREAS, the Boards of Directors and sole shareholder entitled to vote on such matters of NTC and RGA respectively, deem desirable the merger (the "Merger") of RGA with and into NTC pursuant to the terms and conditions set forth herein;

WHEREAS, for federal income tax purposes, it is intended that the merger of RGA with and into NTC shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended;

NOW THEREFORE, the Constituent Corporations agree that RGA will be merged with and into NTC and that the plans, terms and conditions of the Merger shall be as follows:

Section 1. General

1.1 **The Merger.** On the Effective Date (as defined in Section 1.7 hereof) of the Merger, RGA shall be merged with and into NTC with NTC surviving such Merger.

1.2 **Name of Surviving Corporation.** The name of the surviving corporation following effectiveness of the Merger shall be NTC/Contemporary Publishing Group, Inc.

1.3 **Certificate of Incorporation and By-laws.** (a) The Certificate of Incorporation of NTC shall be the Certificate of Incorporation of the surviving corporation.

(b) The By-laws of NTC as in effect immediately prior to the Effective Date shall be the By-laws of the surviving corporation after the Effective Date unless and until amended in accordance with their terms and the terms of the Certificate of Incorporation of the surviving corporation and as provided by law.

1.4 Directors and Officers. The directors and officers of NTC immediately prior to the Effective Date shall be the initial directors and officers of the surviving corporation after the Effective Date, each to hold office in accordance with the Certificate of Incorporation and By-laws of the surviving corporation until their respective successors are duly elected and qualified.

1.5 Property and Liabilities of RGA. On the Effective Date, the separate existence of RGA shall cease and RGA shall be merged with and into NTC, the surviving corporation. The surviving corporation shall, from and after the Effective Date, possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of RGA; all rights, privileges, powers and franchises of RGA, and all property, real, personal and mixed, of and debts due to RGA on whatever account including stock subscriptions and all other things in action or belonging to RGA shall be vested in the surviving corporation; and all property, rights, privileges, powers and franchises, and all other interests of RGA shall be thereafter as effectually the property of the surviving corporation as they were of RGA, and the title to and any real estate vested by deed or otherwise in RGA shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of RGA shall be preserved unimpaired, and all debts, liabilities and duties of RGA shall thenceforth attach to the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against RGA may be prosecuted to judgment or decree as if the Merger had not taken place, or the surviving corporation may be substituted in such action or proceeding.

1.6 Further Assurances. RGA and NTC agree that at any time, or from time to time, as and when requested by the surviving corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the surviving corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the surviving corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the surviving corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests referred to in this Section 1 herein and otherwise to carry out the intent and purposes hereof.

1.7 Effective Date. This Plan of Merger shall become effective at the time of and in accordance with the Certificate of Merger filed with the Secretary of State of the State of Illinois (the "Effective Date").

Section 2. Capital Stock of the Surviving Corporation

2.1 Conversion of Shares. As of the Effective Date, by virtue of the Merger and without any further action on the part of RGA or NTC or any other person or entity:

(a) All of the issued and outstanding shares of common stock of RGA shall be automatically canceled; and

(b) The issued and outstanding shares of common stock of NTC shall continue to exist as the issued and outstanding shares of common stock of the surviving corporation.


Section 3. Miscellaneous

3.1 Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one Plan of Merger.

* * * * *

IN WITNESS WHEREOF, the Constituent Corporations have caused this Plan of Merger to be signed by their respective officers thereunto duly authorized all as of the date first written above.

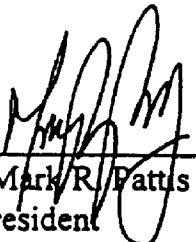
NTC/CONTEMPORARY PUBLISHING GROUP, INC.

By: 
Name: Mark E. Parris
Title: President

ATTEST:


Crane H. Kenney, Secretary

RGA PUBLISHING GROUP, INC.

By: 
Name: Mark R. Parris
Title: President

ATTEST:


Crane H. Kenney, Secretary

Signature Page to the Agreement and Plan of Merger
by and among
NTC/Contemporary Publishing Group, Inc.
and RGA Publishing Group, Inc.