

06-13-2000



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Handwritten: 5.22.00

RE **ASSIGNMENT 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

Execution Date
Month Day Year
12/22/99

Name KIDS PRODUCTIONS, INC.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization NEBRASKA

Receiving Party

Mark if additional names of receiving parties attached

Name MIDLANDS MARKETING, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) LANDMARK CENTER, 15TH FLOOR

Address (line 2) 1299 FARNAM STREET

Address (line 3) OMAHA NE 68102
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization NEBRASKA

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.)

FOR OFFICE USE ONLY

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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

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)

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.

ROBERTA L. CHRISTENSEN

Name of Person Signing

Roberta L. Christensen

Signature

5-19-00

Date Signed

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter "Agreement") is made and entered into effective December 25, 1999 at 11:59 p.m., by and between Midlands Productions, Inc., a Nebraska corporation, the surviving corporation (hereinafter "Midlands"), and Kids Productions, Inc., a Nebraska corporation, the acquired corporation (hereinafter "Kids") (collectively, the "Merging Corporations").

W I T N E S S E T H :

WHEREAS, Midlands is a wholly-owned subsidiary of World Enterprises, Inc. ("World"), with authorized capital stock consisting of 10,000 shares of common stock with a par value of \$1.00 and 1,000 shares of the common stock of Midlands are issued and outstanding;

WHEREAS, Kids is a wholly-owned subsidiary of World, with authorized capital stock consisting of 10,000 shares of common stock with a par value of \$1.00 and 1,000 shares of the common stock of Kids are issued and outstanding;

WHEREAS, the Boards of Directors and shareholders of the Merging Corporations deem it advisable and in the best interests of their respective corporations, upon the terms and subject to the conditions stated in this Agreement, that Kids merge with and into Midlands in accordance with this Agreement and the applicable laws of the State of Nebraska;

WHEREAS, the Boards of Directors and shareholders of the Merging Corporations desire to change the corporate name of Midlands to "Midlands Marketing, Inc."; and

WHEREAS, the Merging Corporations desire to adopt this Agreement as a Plan of Reorganization and intend that the merger contemplated by this Agreement constitute a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained, it is agreed in accordance with and pursuant to the provisions of the laws of the State of Nebraska that Kids shall be merged with and into Midlands as a single corporation, which shall be the surviving corporation, and that the terms and conditions of the merger and the mode of carrying it into effect are as set forth in this Agreement.

SECTION 1 TERMS

1.1 **Merger.** On the Effective Date (as defined in Section 2 below), Kids shall be merged with and into Midlands, with Midlands as the surviving corporation.

1.2 **Conversion of Stock.** Upon the Effective Date:

(a) All issued and outstanding shares of common stock of Kids shall, by virtue of the merger and without any action on the part of the holder of such shares or any other party, be canceled.

(b) The issued and outstanding shares of common stock of Midlands shall continue unchanged as the outstanding shares of Midlands without further action of the holder of such shares or any other party.

1.3 Articles of Incorporation. Upon the Effective Date:

(a) The Articles of Incorporation of Midlands, as filed with the Nebraska Secretary of State on October 12, 1993, and in effect as of the Effective Date, shall remain the effective Articles of Incorporation of Midlands.

(b) Article I of the Articles of Incorporation of Midlands shall be amended by revoking Article I in its entirety, and restating it in its entirety as follows:

"ARTICLE I

The name of the Corporation is Midlands Marketing, Inc."

1.4 Bylaws. The Bylaws of Midlands in effect on the Effective Date shall be and remain the Bylaws of Midlands, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

1.5 Officers and Directors. The officers and directors of Midlands immediately prior to the Effective Date shall be the officers and directors of Midlands until their respective successors are chosen, appointed or elected.

**SECTION 2
EFFECTIVE DATE**

The merger shall become effective as of December 25, 1999 at 11:59 p.m. (the "Effective Date").

**SECTION 3
MODE OF CARRYING MERGER INTO EFFECT**

3.1 Cessation of Kids' Existence. Upon the Effective Date of this merger, the separate existence of Kids shall cease and Kids shall be merged, in accordance with this Agreement, into Midlands which shall survive such merger and shall possess all the rights, privileges, immunities, powers, purposes and franchises, both public and private, and shall be subject to all restrictions, disabilities, duties, obligations and liabilities of each of the Merging Corporations. All property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to shares, and all other things, choses, and causes of action, and all and every other interest of or belonging to or due to each of the Merging Corporations shall be taken and deemed to be transferred to and vested in Midlands without reversion or impairment or any further act or deed and shall thereafter be the property of Midlands to the same extent as they were of each of the Merging Corporations. The title to any real estate, or any interest therein, vested in either of the Merging Corporations shall not revert or be in any way impaired by reason of the merger. Midlands shall thenceforth be responsible and liable for all of the liabilities and obligations for each of the Merging Corporations. Any claim existing or action or proceeding pending by or against either of the Merging Corporations may be prosecuted as if the merger had not taken place, or Midlands may be substituted in the place of either of the Merging Corporations. Neither the rights of creditors nor any liens upon, or security interests in, the property of either of the Merging Corporations shall be impaired by the merger.

3.2 Transfer of Property. Upon the Effective Date, the assets, liabilities, reserves and accounts of each of the Merging Corporations shall be taken upon the books of Midlands, as the surviving corporation, at the amount at which they respectively shall be carried on the books of said

corporation. The equity securities of Kids shall cease to exist and the holder of such equity securities shall thereafter be entitled only to the cash, property, or securities into which such equity securities shall have been converted in accordance with this Agreement, subject to dissenter's rights under the Business Corporation Act.

3.3 Survival of Corporate Acts. All corporate acts, plans, policies, approvals and authorizations of Kids and its sole shareholder, board of directors, committees (whether elected or appointed by the board of directors), officers and agents, respectively, which were valid and effective immediately prior to the Effective Date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of Midlands, the surviving corporation, and shall be effective and binding thereon. The employees and agents of Kids shall become the employees and agents of Midlands, the surviving corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Kids.

3.4 Further Documents. If at any time before or after the Effective Date, Midlands, as the surviving corporation, shall consider or be advised that any instruments of further assurance are necessary or desirable to vest or to perfect or confirm of record or otherwise, the title of Midlands, as the surviving corporation, to any property or assets transferred by operation of law pursuant to the merger contemplated by and to be effectuated in accordance with this Agreement, the officers and directors of Kids, or any one of them, are hereby authorized to and shall execute and deliver any and all such deeds, assignments, and assurances and do all things necessary or proper so to vest, perfect or confirm title to such property or assets in Midlands and to otherwise carry out the purposes of this Agreement.

SECTION 4 SHAREHOLDER APPROVAL

This Agreement has been submitted to the shareholders of the Merging Corporations, as provided by law, and has been adopted by the affirmative vote of the shareholders of all the issued and outstanding shares of common stock of the Merging Corporations.

SECTION 5 WARRANTIES AND REPRESENTATIONS

5.1 Warranties and Representations of Midlands. Midlands warrants and represents to Kids and its sole shareholder, their successors and assigns, as follows:

(a) Midlands is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) The entire authorized capital of Midlands consists of 10,000 shares of a single class of common stock having a \$1.00 par value, of which 1,000 shares are issued and outstanding.

(c) As of the date of execution of this Agreement, Midlands has full power and authority to execute and deliver this Agreement; the execution and delivery of this Agreement and the complete effectuation of the transaction contemplated herein have been duly authorized by the sole shareholder and directors of Midlands; and this Agreement constitutes a valid, binding and enforceable obligation of Midlands.

5.2 Warranties and Representations of Kids. Kids warrants and represents to Midlands and its sole shareholder, their successors and assigns, as follows:

(a) Kids is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) The entire authorized capital stock of Kids consists of 10,000 shares of a single class of common stock having a par value of \$1.00 per share, of which 1,000 shares are issued and outstanding.

(c) As of the date of execution of this Agreement, Kids has full power and authority to execute and deliver this Agreement; the execution and delivery of this Agreement and the complete effectuation of the transaction contemplated herein have been duly authorized by the sole shareholder and directors of Kids; and this Agreement constitutes a valid, binding and enforceable obligation of Kids.

SECTION 6
TAX-FREE REORGANIZATION

The Merging Corporations adopt this Agreement as a Plan of Reorganization and intend that the merger constitutes a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

SECTION 7
MISCELLANEOUS

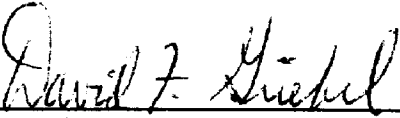
7.1 Default. Any default or nonperformance of any obligation, warranty or covenant contained herein by either party shall be deemed to constitute a default by such party of all other contracts and agreements then existing between the parties (or corporations wholly owned by the parties), and the nondefaulting party shall be entitled to exercise all rights and remedies granted herein and under such other existing contracts and agreements.

7.2 Survival. All obligations, covenants, warranties and representation contained herein shall survive the closing and effectuation of the Agreement.

IN WITNESS WHEREOF, this Agreement, having been unanimously adopted by the shareholders and Boards of Directors of the Merging Corporations, has been executed on behalf of said corporations as of the day and year first above written.

KIDS PRODUCTIONS, INC., a Nebraska corporation, Acquired Corporation

MIDLANDS PRODUCTIONS, INC., a Nebraska corporation, Surviving Corporation

By: 
David Griebel, President

By: 
Martin Beecham, President

**ARTICLES OF MERGER OF
 KIDS PRODUCTIONS, INC.
 WITH AND INTO
 MIDLANDS PRODUCTIONS, INC.**

Pursuant to the provisions of § 21-20,132 of the Business Corporation Act, the undersigned corporations hereby adopt the following Articles of Merger and certify as follows:

1. Kids Productions, Inc., incorporated under the laws of Nebraska, and the acquired corporation (hereinafter "Kids"), is hereby merged with and into Midlands Productions, Inc., incorporated under the laws of Nebraska, the surviving corporation (hereinafter "Midlands").
2. The Agreement and Plan of Merger, a copy of which is attached hereto as "Exhibit A" and incorporated herein by this reference (the "Agreement"), was approved by the shareholders and directors of Kids and Midlands in the manner prescribed by the Business Corporation Act.
3. Article I of the Articles of Incorporation of Midlands shall be amended by revoking Article I in its entirety, and restating it in its entirety as follows:

"ARTICLE I

The name of the Corporation is Midlands Marketing, Inc."

4. The executed Agreement is on file at the principal place of business of Midlands, which is located at World-Herald Square, Omaha, Nebraska 68102.
5. A copy of the Agreement will be furnished by Midlands, on written request and without cost, to the shareholders of Midlands and Kids.
6. Shareholder approval of Kids was required with respect to the merger and the shares of Kids were voted as follows:

<u>Designation of Voting Group</u>	<u>No. of Shares Outstanding</u>	<u>Total No. of Shares Entitled to Vote</u>	<u>Total No. of Undisputed Votes</u>	
			<u>For</u>	<u>Against</u>
Common	1,000	1,000	1,000	0

7. Shareholder approval of Midlands was required with respect to the merger and amendment to the Articles of Incorporation of Midlands and the shares of Midlands were voted as follows:

<u>Designation of Voting Group</u>	<u>No. of Shares Outstanding</u>	<u>Total No. of Shares Entitled to Vote</u>	<u>Total No. of Undisputed Votes</u>	
			<u>For</u>	<u>Against</u>
Common	1,000	1,000	1,000	0

8. The Agreement and the performance of its terms was duly authorized by all action required by the laws of Nebraska and by the constituent documents of Midlands and Kids.
9. The Effective Date of these Articles of Merger shall be December 25, 1999 at 11:59 p.m.

DATED effective December 25, 1999 at 11:59 p.m.

KIDS PRODUCTIONS, a Nebraska corporation,
Acquired Corporation

BY: David F. Griebel
David Griebel, President

MIDLANDS PRODUCTIONS, INC., a Nebraska
corporation, Surviving Corporation

BY: Martin Beechan
Martin Beechan, President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter "Agreement") is made and entered into effective December 25, 1999 at 11:59 p.m., by and between Midlands Productions, Inc., a Nebraska corporation, the surviving corporation (hereinafter "Midlands"), and Kids Productions, Inc., a Nebraska corporation, the acquired corporation (hereinafter "Kids") (collectively, the "Merging Corporations").

W I T N E S S E T H :

WHEREAS, Midlands is a wholly-owned subsidiary of World Enterprises, Inc. ("World"), with authorized capital stock consisting of 10,000 shares of common stock with a par value of \$1.00 and 1,000 shares of the common stock of Midlands are issued and outstanding;

WHEREAS, Kids is a wholly-owned subsidiary of World, with authorized capital stock consisting of 10,000 shares of common stock with a par value of \$1.00 and 1,000 shares of the common stock of Kids are issued and outstanding;

WHEREAS, the Boards of Directors and shareholders of the Merging Corporations deem it advisable and in the best interests of their respective corporations, upon the terms and subject to the conditions stated in this Agreement, that Kids merge with and into Midlands in accordance with this Agreement and the applicable laws of the State of Nebraska;

WHEREAS, the Boards of Directors and shareholders of the Merging Corporations desire to change the corporate name of Midlands to "Midlands Marketing, Inc."; and

WHEREAS, the Merging Corporations desire to adopt this Agreement as a Plan of Reorganization and intend that the merger contemplated by this Agreement constitute a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained, it is agreed in accordance with and pursuant to the provisions of the laws of the State of Nebraska that Kids shall be merged with and into Midlands as a single corporation, which shall be the surviving corporation, and that the terms and conditions of the merger and the mode of carrying it into effect are as set forth in this Agreement.

SECTION 1 TERMS

1.1 Merger. On the Effective Date (as defined in Section 2 below), Kids shall be merged with and into Midlands, with Midlands as the surviving corporation.

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1.3 Articles of Incorporation. Upon the Effective Date:

(a) The Articles of Incorporation of Midlands, as filed with the Nebraska Secretary of State on October 12, 1993, and in effect as of the Effective Date, shall remain the effective Articles of Incorporation of Midlands.

(b) Article I of the Articles of Incorporation of Midlands shall be amended by revoking Article I in its entirety, and restating it in its entirety as follows:

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1.4 Bylaws. The Bylaws of Midlands in effect on the Effective Date shall be and remain the Bylaws of Midlands, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

1.5 Officers and Directors. The officers and directors of Midlands immediately prior to the Effective Date shall be the officers and directors of Midlands until their respective successors are chosen, appointed or elected.

**SECTION 2
EFFECTIVE DATE**

The merger shall become effective as of December 25, 1999 at 11:59 p.m. (the "Effective Date").

**SECTION 3
MODE OF CARRYING MERGER INTO EFFECT**

3.1 Cessation of Kids' Existence. Upon the Effective Date of this merger, the separate existence of Kids shall cease and Kids shall be merged, in accordance with this Agreement, into Midlands which shall survive such merger and shall possess all the rights, privileges, immunities, powers, purposes and franchises, both public and private, and shall be subject to all restrictions, disabilities, duties, obligations and liabilities of each of the Merging Corporations. All property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to shares, and all other things, choses, and causes of action, and all and every other interest of or belonging to or due to each of the Merging Corporations shall be taken and deemed to be transferred to and vested in Midlands without reversion or impairment or any further act or deed and shall thereafter be the property of Midlands to the same extent as they were of each of the Merging Corporations. The title to any real estate, or any interest therein, vested in either of the Merging Corporations shall not revert or be in any way impaired by reason of the merger. Midlands shall thenceforth be responsible and liable for all of the liabilities and obligations for each of the Merging Corporations. Any claim existing or action or proceeding pending by or against either of the Merging Corporations may be prosecuted as if the merger had not taken place, or Midlands may be substituted in the place of either of the Merging Corporations. Neither the rights of creditors nor any liens upon, or security interests in, the property of either of the Merging Corporations shall be impaired by the merger.

3.2 Transfer of Property. Upon the Effective Date, the assets, liabilities, reserves and accounts of each of the Merging Corporations shall be taken upon the books of Midlands, as the surviving corporation, at the amount at which they respectively shall be carried on the books of said

corporation. The equity securities of Kids shall cease to exist and the holder of such equity securities shall thereafter be entitled only to the cash, property, or securities into which such equity securities shall have been converted in accordance with this Agreement, subject to dissenter's rights under the Business Corporation Act.

3.3 Survival of Corporate Acts. All corporate acts, plans, policies, approvals and authorizations of Kids and its sole shareholder, board of directors, committees (whether elected or appointed by the board of directors), officers and agents, respectively, which were valid and effective immediately prior to the Effective Date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of Midlands, the surviving corporation, and shall be effective and binding thereon. The employees and agents of Kids shall become the employees and agents of Midlands, the surviving corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Kids.

3.4 Further Documents. If at any time before or after the Effective Date, Midlands, as the surviving corporation, shall consider or be advised that any instruments of further assurance are necessary or desirable to vest or to perfect or confirm of record or otherwise, the title of Midlands, as the surviving corporation, to any property or assets transferred by operation of law pursuant to the merger contemplated by and to be effectuated in accordance with this Agreement, the officers and directors of Kids, or any one of them, are hereby authorized to and shall execute and deliver any and all such deeds, assignments, and assurances and do all things necessary or proper so to vest, perfect or confirm title to such property or assets in Midlands and to otherwise carry out the purposes of this Agreement.

SECTION 4 SHAREHOLDER APPROVAL

This Agreement has been submitted to the shareholders of the Merging Corporations, as provided by law, and has been adopted by the affirmative vote of the shareholders of all the issued and outstanding shares of common stock of the Merging Corporations.

SECTION 5 WARRANTIES AND REPRESENTATIONS

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(a) Midlands is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) The entire authorized capital of Midlands consists of 10,000 shares of a single class of common stock having a \$1.00 par value, of which 1,000 shares are issued and outstanding.

(c) As of the date of execution of this Agreement, Midlands has full power and authority to execute and deliver this Agreement; the execution and delivery of this Agreement and the complete effectuation of the transaction contemplated herein have been duly authorized by the sole shareholder and directors of Midlands; and this Agreement constitutes a valid, binding and enforceable obligation of Midlands.

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SECTION 6
TAX-FREE REORGANIZATION

The Merging Corporations adopt this Agreement as a Plan of Reorganization and intend that the merger constitutes a tax-free reorganization pursuant to Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

SECTION 7
MISCELLANEOUS

7.1 Default. Any default or nonperformance of any obligation, warranty or covenant contained herein by either party shall be deemed to constitute a default by such party of all other contracts and agreements then existing between the parties (or corporations wholly owned by the parties), and the nondefaulting party shall be entitled to exercise all rights and remedies granted herein and under such other existing contracts and agreements.

7.2 Survival. All obligations, covenants, warranties and representation contained herein shall survive the closing and effectuation of the Agreement.

IN WITNESS WHEREOF, this Agreement, having been unanimously adopted by the shareholders and Boards of Directors of the Merging Corporations, has been executed on behalf of said corporations as of the day and year first above written.

KIDS PRODUCTIONS, INC., a Nebraska corporation, Acquired Corporation

MIDLANDS PRODUCTIONS, INC., a Nebraska corporation, Surviving Corporation

By: _____
David Griebel, President

By: _____
Martin Beecham, President