

08-23-2000



101439921

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 Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

FOR OFFICE USE ONLY

08/22/2000 MTHAI1 00000278 75421212

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, 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

602-212-8517

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)

<input type="text" value="75421212"/>	<input type="text" value="75787198"/>	<input type="text"/>
<input type="text" value="75743543"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75747340"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2013345"/>	<input type="text" value="2303000"/>	<input type="text" value="2317474"/>
<input type="text" value="1986402"/>	<input type="text" value="2054075"/>	<input type="text"/>
<input type="text" value="2052327"/>	<input type="text" value="1983876"/>	<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.

FRANK G. LONG

Name of Person Signing

Signature

28 July 2000

Date Signed

AGREEMENT AND PLAN OF MERGER dated as of February 10, 2000, among BRASSRING INC., a Delaware corporation ("BrassRing"), CENTRAL NEWSPAPERS, INC., an Indiana corporation ("Central"), and CAREER SERVICES, INC., an Arizona corporation and a wholly owned subsidiary of Central ("Career Services").

WHEREAS the respective Boards of Directors of BrassRing, Central and Career Services have approved the merger (the "Merger") of Career Services with and into BrassRing on the terms and subject to the conditions set forth in this Agreement, whereby all the issued capital stock of Career Services (the "Career Services Capital Stock") (excluding any shares owned by Career Services), shall be converted into the right to receive, in the aggregate, the consideration determined as set forth herein;

WHEREAS, immediately following the consummation of the Merger, the Stockholders' Agreement dated as of September 30, 1999 (the "Existing Stockholders' Agreement"), among Kaplan, Inc. (formerly Kaplan Educational Centers, Inc.) ("Kaplan"), Tribune Company ("Tribune"), Accel VI L.P., Accel Internet Fund II L.P., Accel Keiretsu VI L.P., Accel Investors '98 L.P. (collectively, "Accel", and together with Kaplan and Tribune, the "Existing Stockholders") and BrassRing, shall be amended substantially in the form set forth in Exhibit A attached hereto (the "Amended Stockholders' Agreement", and together with this Agreement, the "Transaction Agreements") to provide that Central shall become a party thereto; and

WHEREAS, BrassRing, Central and Career Services desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the premises, mutual promises, representations, warranties and covenants contained in this Agreement and intending to be legally bound, the parties hereto hereby agree as follows:

a comparable meaning when used in the plural, and vice versa.

(c) When used in this Agreement, the word "or" is not exclusive.

(d) Unless otherwise specified, all references to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles, Sections, Exhibits and Schedules to this Agreement.

(e) This Agreement shall be deemed drafted jointly by all the parties hereto and shall not be specifically construed against any party hereto based on any claim that such party or its counsel drafted this Agreement.

ARTICLE II

The Merger

SECTION 2.01. The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, Career Services shall be merged with and into BrassRing at the Effective Time (as defined below). At the Effective Time, the separate corporate existence of Career Services shall cease and BrassRing shall continue as the surviving corporation (the "Surviving Corporation").

SECTION 2.02. Closing. The closing (the "Closing") of the Merger shall take place at the offices of Cravath, Swaine & Moore, 825 Eighth Avenue, New York, New York 10019 at 10:00 a.m. on the second business day following the satisfaction (or, to the extent permitted by law, waiver by all parties) of the conditions set forth in Section 6.01, or, if on such day any condition set forth in Section 6.02 or 6.03 has not been satisfied (or, to the extent permitted by applicable law, waived by the party or parties entitled to the benefits thereof), as soon as practicable after all the conditions set forth in Article VI have been satisfied (or, to the extent permitted by applicable law, waived by the parties entitled to the benefits thereof), or at such other place, time and date as shall be agreed in writing between BrassRing and Central.

SECTION 2.03. Effective Time. Prior to the Closing, BrassRing shall prepare, and on the Closing Date or as soon as practicable thereafter BrassRing shall file (i) with the Secretary of State of the State of Delaware, a

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be signed by its officer thereunto duly authorized as of the date first written above.

BRASSRING INC.,

by


Name: Jonathan N. Grayer
Title: Chief Executive Officer

CENTRAL NEWSPAPERS, INC.,

by

Name:
Title:

CAREER SERVICES, INC.,

by

Name:
Title:

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be signed by its officer thereunto duly authorized as of the date first written above.

BRASSRING INC.,

by _____
Name:
Title:

CENTRAL NEWSPAPERS, INC.,

by Thomas K. MacGillivray
Name: Thomas K. MacGillivray
Title: Senior Vice President and
Chief Financial Officer

CAREER SERVICES, INC.,

by Thomas K. MacGillivray
Name: Thomas K. MacGillivray
Title: Vice President & Treasurer

Schedule of Career Services Intellectual Property

CAREEREXPO.COM®	Registered (Canada)	512,665	***	07/26/99	N.A.	July 6, 2013 to July 6, 2014
HIGH TECHNOLOGY CAREERS® (Class 16)	Registered ¹ (U.S.)	2,013,345 ¹	07/07/1995	11/05/96	Nov. 5, 2001 to Nov. 5, 2002	Nov. 5, 2005 to Nov. 5, 2006
HIGH TECHNOLOGY CAREERS® (Class 42)	Registered ² (U.S.) Supplemental	1,986,402 ¹	07/07/1995	07/09/96	July 9, 2001 to July 9, 2002	July 9, 2005 to July 9, 2006
JOBSAMERICA® (Class 35)	Registered ¹ (U.S.)	2,052,327 ¹	02/16/1996	04/15/97	April 15, 2002 to April 15, 2003	April 15, 2006 to April 15, 2007
JOBS INDIANA (Class 35)	Registered (U.S.)	2,303,000	01/21/1998	12/21/99	12/21/04 to 12/21/05	12/21/09 to 12/21/09
WESTTECH CAREER EXPO® (Class 35)	Registered ² (U.S.)	2,054,075 ¹	08/21/1995	04/22/97	April 22, 2002 to April 22, 2003	April 22, 2005 to April 22, 2007
WESTTECH® (Class 35)	Registered (U.S.)	1,983,876 ¹	05/17/1995	07/02/96	07/02/01 to 07/02/02	07/02/05 to 07/02/06
WESTTECH CAREER EXPO®	Registered ² (Canada)	484,532	***	10/24/97	N.A.	October 24, 2011 to October 24, 2012
INCPAD (Class 42)	Pending	75/787198	08/27/1999	***	***	***
JOBS ARIZONA™ (Class 35)	Pending	75/421212	01/21/1998	***	***	***
JOBSAMERICA NORTH BAY (Class 35)	Pending	75/743543	07/02/1999	***	***	***
NETFAIR (Class 35)	Pending	75/747340	06/27/1999	***	***	***
WESTTECH VIRTUAL JOB FAIR™ (Class 42)	Pending	75/187035 2,317,414	10/24/1996	02/15/00	***	***

¹ Owner: Jobs for Everyone in America, Inc.
² Owner: Westech Expo Corp.
³ Owner: High Technology Careers Magazine
⁴ Assignment of ownership to Career Services, Inc., filed September 12, 1997

⁵ Assignment of ownership to Career Services, Inc., recorded December 29, 1997
⁶ Assignment of ownership to Career Services, Inc., filed March 30, 1999
⁷ Assignment of ownership to Career Services, Inc., recorded September 7, 1999