

09-13-2000

U.S. Department of Commerce
Patent and Trademark Office

RE



MED 8/9/00

101454840

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

<p>1. Name of conveying party(ies):</p> <p>Name: Lockert-Jackson & Associates, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State (Delaware) <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: PRIMEDIA Workplace Learning, Inc.</p> <p>Address: 1303 Marsh Lane Carrollton, Texas 75006</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>February 28, 2000</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p>1,902,142 and 2,007,317</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>David Sternbach Cowan, Liebowitz & Latman, P.C. 1133 Avenue of the Americas New York, NY 10036-6799</p>	<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>65.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Any deficiency is authorized to be charged to Deposit Account No. 03-3415.</p> <p>8. Deposit Account No. <u>03-3415</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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02 FC:482 25.00 OP

DO NOT USE THIS SPACE

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.

David Sternbach

 _____
Signature

8/9/00
Date

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

Mail to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

STATE of WASHINGTON



SECRETARY of STATE

I, *RALPH MUNRO*, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF MERGER

to

LOCKERT-JACKSON AND ASSOCIATES, INC.

a Washington Profit corporation,

were filed for record in this office on the date indicated below.

Merged into PRIMEDIA WORKPLACE LEARNING, INC. (A Texas corp. qualified in Washington)

UBI Number: 601 056 482

Date: March 23, 2000



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State
2-387199-9



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

LOCKERT-JACKSON & ASSOCIATES, INC.
(a Washington no permit entity)

with

PRIMEDIA WORKPLACE LEARNING, INC.
(a Texas corporation)

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Filed MARCH 16, 2000

Effective MARCH 16, 2000



Elton Bomer
Secretary of State

TRADEMARK

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MAR 16 2000

Corporations Section

ARTICLES OF MERGER

OF

LOCKERT-JACKSON & ASSOCIATES, INC.
(A WASHINGTON CORPORATION)

WITH AND INTO

PRIMEDIA WORKPLACE LEARNING, INC.
(A TEXAS CORPORATION)

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act (the "TBCA"), and the Washington Business Corporation Act of the State of Washington, Lockert-Jackson & Associates, Inc., a Washington corporation ("Lockert-Jackson"), and PRIMEDIA Workplace Learning Inc., a Texas corporation ("PRIMEDIA Workplace") do hereby adopt the following Articles of Merger for the purpose of merging Lockert-Jackson with and into PRIMEDIA Workplace:

1. A Plan of Merger (the "Plan of Merger") adopted in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act providing for the merger of Lockert-Jackson and PRIMEDIA Workplace and resulting in PRIMEDIA Workplace being the surviving corporation is attached hereto as Exhibit A and is hereby incorporated by reference.

2. As to each corporations, the number of outstanding shares of each class or series of stock of such corporation entitled to vote, with other shares or as a class, on the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares Entitled to Vote As a Class</u>
Lockert-Jackson	1,000	Common	1,000
PRIMEDIA Workplace	1,000	Common	1,000

3. As to each corporation, the number of shares, not entitled to vote only as a class, voted for and against the Plan of Merger, respectively, and, if the shares of any class or series are entitled to vote as a class, the number of shares of each such class or series voted for and against the Plan of Merger, are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class of Series</u>	<u>Number of Shares Entitled to Vote As a Class</u>
Lockert-Jackson	1,000	1,000	0	Common	1,000
PRIMEDIA Workplace	1,000	1,000	0	Common	1,000

4. The plan of merger and the performance of its terms were duly authorized by all action required by the laws under which each foreign corporation or other entity that is a party to the Plan of Merger was incorporated or organized by its constituent documents.

5. The approval of the Plan of Merger was duly authorized by all action required by the laws under which each foreign corporation or other entity was incorporated or organized and by its constituent documents.

IN WITNESS WHEREOF, the undersigned have executed the Articles of Merger as of the 28th day of February , 2000.

LOCKERT-JACKSON &
ASSOCIATES, INC.
(a Washington corporation)

By: Michael C. Discepola
Vice President

ATTEST:

B. C. Chell
Beverly C. Chell, Secretary

PRIMEDIA Workplace Learning Inc.
(a Texas corporation)

By: Michael C. Discepola
Vice President

ATTEST:

B. C. Chell
Beverly C. Chell, Secretary

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
BETWEEN
LOCKERT-JACKSON & ASSOCIATES, INC..
AND
PRIMEDIA WORKPLACE LEARNING INC.**

This Agreement and Plan of Merger (the "Merger Agreement"), dated as of February 29, 2000 is entered into by Lockert-Jackson & Associates, Inc., a Washington corporation (the "Company"), and PRIMEDIA Workplace Learning Inc., a Texas corporation ("PRIMEDIA Workplace").

The authorized capital stock of the Company consists of 1,000 shares of Common Stock, \$.01 par value per share and the authorized capital stock of PRIMEDIA Workplace consists of 1,000 shares of Common Stock, \$.01 par value per share. The directors of the Company and the directors of PRIMEDIA Workplace deem it advisable and to the advantage of said corporations that the Company merge into PRIMEDIA Workplace upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that the Company shall merge into PRIMEDIA Workplace on the following terms, conditions and other provisions:

ARTICLE I

1.01 **Merger.** The Company shall be merged with and into PRIMEDIA Workplace (the "Merger") and PRIMEDIA Workplace shall be the surviving corporation (the "Surviving Corporation") effective upon the later of the dates when this Merger Agreement is filed with the Secretary of State of Washington or the Secretary of the State of Texas (the "Effective Date"). The Surviving Corporation shall be governed by the laws of the State of Texas.

1.02 **Effect of Merger.** On the Effective Date and for all purposes, the separate existence of the Company shall cease and shall be merged with and into PRIMEDIA Workplace which, as the Surviving Corporation, shall thereupon and thereafter possess all the rights, privileges, powers, immunities and franchises and be subject to all the restrictions, disabilities and duties of the Company; and the rights, privileges, powers, immunities, and franchises (whether of a public or private nature) of the Company, and all property (real, personal and mixed), all debts due on whatever account, all courses in action, and all and every other interest of or belonging to or due to the Company shall continue and be taken and deemed to be transferred to and vested in PRIMEDIA

Workplace without further act of deed; and title to any real estate, or any interest therein, vested in the Company shall not revert or be in any way impaired by reasons of such Merger; and PRIMEDIA Workplace shall henceforth be responsible and liable for all the liabilities and obligations of the Company, including payment of all franchise taxes and fees which may be due on behalf of the Company; and, to the extent permitted by law, any claim existing, or action or proceeding pending, by or against the Company may be prosecuted as if the Merger had not taken place, or PRIMEDIA Workplace may be substituted in the place of such corporation. Neither the rights of creditors nor any liens upon the property of the Company shall be impaired by the Merger.

1.03 **Succession.** On the Effective Date, PRIMEDIA Workplace shall succeed to the Company in the manner of and as more fully set forth in Article 5.03 of the Texas Business Corporation Act.

1.04 **Certificate of Incorporation and Bylaws.**

- (a) The Certificate of Incorporation of PRIMEDIA Workplace shall be the Certificate of Incorporation of the Surviving Corporation.
- (b) The Bylaws of PRIMEDIA Workplace shall be the same as in effect on the Effective Date without further shareholder action.

1.05 **Directors.** The directors of PRIMEDIA Workplace immediately preceding the Effective Date shall become the directors of PRIMEDIA Workplace on the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

1.06 **Officers.** The officers of PRIMEDIA Workplace immediately preceding the Effective Date shall become the officers of the PRIMEDIA Workplace on the Effective Date to serve at the pleasure of the board of directors.

ARTICLE II

2.01 **Common Stock of the Company.** Upon the Effective Date, by virtue of the Merger and without any action on the part of holders thereof, each share of the Company's Common Stock, \$.01 par value per share, outstanding immediately prior thereto shall be canceled.

ARTICLE III

3.01 **Governing Law.** This Merger Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, except to the extent

that the Texas Business Corporation Act governs the internal corporate affairs of PRIMEDIA Workplace.

3.02 Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger contemplated hereby may be abandoned by the board of directors of either the Company or PRIMEDIA Workplace, or both notwithstanding approval of this Merger Agreement by the sole shareholder of the Company or by the sole shareholder of PRIMEDIA Workplace, or both.

3.03 Amendment. At any time before or after approval by the sole shareholder of the Company and by the sole shareholder of PRIMEDIA Workplace, this Merger Agreement may be amended in any manner (except that any of the principal terms may not be amended without the approval of the respective shareholders of the Company and of PRIMEDIA Workplace) as may be determined in the judgment of the respective boards of directors of the Company and PRIMEDIA Workplace to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.04 Registered Agent and Registered Office. In the State of Texas, the registered agent of PRIMEDIA Workplace is CT Corporation System, 701 Brazos Street, Suite 430, Austin, Texas 78701.

3.05 Counterparts. This Merger Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute, collectively, on and the same instrument.

3.06 Service of Process. PRIMEDIA Workplace, the Surviving Corporation, hereby; (a) agrees that it may be served with process in the State of Texas in any proceeding for the enforcement of any obligation of the Company and in any proceeding for the enforcement of the rights of a dissenting shareholder of the Company against the Surviving Corporation; (b) appoints PRIMEDIA Workplace Learning, Inc., 745 Fifth Avenue, New York, NY 10151, as its agent to accept service of process in any such proceedings; and c) agrees that it will promptly pay to the dissenting shareholders of such domestic corporation the amount, if any, to which they shall be entitled under the provisions of the Washington Business Corporation Act with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the respective boards of directors of the Company and PRIMEDIA Workplace, is hereby executed on behalf of each said corporation by their respective duly authorized officers.

ATTEST:

LOCKERT-JACKSON &
ASSOCIATES, INC.
(a Washington corporation)

Beverly C. Chell
Beverly C. Chell, Secretary

By: Michaelangelo J. DiStefano
Vice President

ATTEST:

PRIMEDIA Workplace Learning Inc.
(a Texas corporation)

Beverly C. Chell
Beverly C. Chell, Secretary

By: Michaelangelo J. DiStefano
Vice President