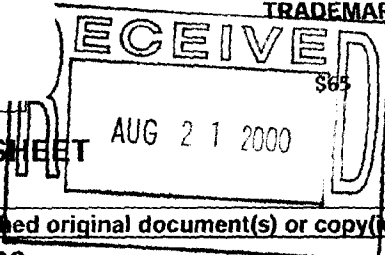


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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Robb Report, Inc. Execution Date
Month Day Year
05/26/00

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Luxury Media Publications, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1 Acton Place

Address (line 2) _____

Address (line 3) Acton MA / USA 01720
City State/Country Zip Code

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

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

9/13/2000 MTHAI1 00000451 1750085

1 FC:481 40.00 OP
2 FC:482 25.00 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 (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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1750085"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1966019"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

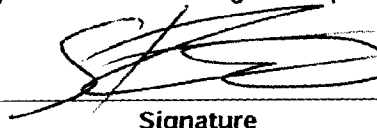
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Stephen L. Pike
Name of Person Signing



Signature

8-18-00
Date Signed

PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER dated as of April 30, 2000 (this "Agreement") is between Robb Report, Inc., a Delaware corporation ("Robb Report"), and Luxury Media Publications, Inc., a Massachusetts corporation ("Luxury Media").

Introduction

The Board of Directors of Robb Report and the Board of Directors of Luxury Media have determined that it is desirable for, and in the best interest of, their respective corporations that Robb Report merge with and into Luxury Media pursuant to the terms and conditions of this Agreement and in accordance with the Business Corporation Law of the Commonwealth of Massachusetts ("MBCL") and the General Corporation Law of the State of Delaware ("DGCL"). Accordingly, in consideration of the respective agreements hereinafter set forth, and in order to set forth the terms and conditions of the merger contemplated by this Agreement (the "Merger") and the mode of carrying the same into effect, the parties hereby agree as follows:

1. Merger Organization.

1.1. The Merger. As of the Effective Time (as defined in subsection 1.2 hereof), (a) Robb Report shall be merged with and into Luxury Media, and the separate existence of Robb Report shall thereupon cease, and (b) Luxury Media, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence and be organized under and governed by the MBCL with the corporate purposes specified in its Articles of Organization.

1.2. Closing and Effective Time. The closing (the "Closing") of the Merger shall take place at 10:00 a.m., local time, at the offices of Chappell White LLP, 268 Summer Street, Boston, MA 02210 immediately upon the obtaining of stockholder approval or at such other time and date as Robb Report and Luxury Media may mutually agree. The parties shall cause to be filed appropriate articles of merger with the Secretary of State of The Commonwealth of Massachusetts and an appropriate certificate of merger with the Secretary of State of the State of Delaware. The Merger shall become effective on said date and time when such articles of merger and said certificate of merger are filed (the "Effective Time").

1.3. Articles of Organization and By-Laws. The Articles of Organization and the By-Laws of Luxury Media, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and the By-Laws of the Surviving Corporation until thereafter amended as provided therein.

1.4. Directors and Officers. The directors and officers of Luxury Media immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the Articles of Organization and the By-Laws of the Surviving Corporation.

1.5. Assets and Liabilities. From and after the Effective Time, all of the assets of Robb Report and Luxury Media (including, without limitation, all of their respective contractual

rights, goodwill, accounts and other tangible and intangible assets shall become the property of Luxury Media, and Luxury Media shall succeed to all of the liabilities of Robb Report. The Surviving Corporation, in the name of Robb Report and Luxury Media, shall have full power and authority, from and after the Effective Time, to execute such instruments of assignment and other documents necessary to vest in the Surviving Corporation all of the assets of Robb Report.

1.6 The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of Robb Report, and in furtherance thereof, agrees to and does hereby appoint the Secretary of State of the State of Delaware as the agent of the Surviving Corporation to accept such service on its behalf.

1.7 Capital Stock. The total number of shares and par value of the capital stock which the Surviving Corporation shall have is 200,000 shares of common stock, no par value.

2. Issuance of Surviving Corporation Common Stock

2.1 Conversion of Common Stock. At the Effective Time and as a result of the Merger without any action on the part of the holder thereof, all shares of stock of Robb Report issued and outstanding immediately prior to the Effective Time shall be converted into stock of the Surviving Corporation by converting each share of common stock, no par value, of Robb Report into one (1) validly issued, fully paid and non-assessable share of common stock, no par value, of the Surviving Corporation. All shares of stock in Robb Report shall cease to be outstanding and shall be cancelled and retired and shall cease to exist, and each holder of a certificate representing any such shares shall thereafter cease to have any rights with respect to such shares.

2.2 Exchange Procedures for Robb Report Stock. At the Effective Time, upon surrender to Luxury Media of certificates representing all of the outstanding shares of Robb Report stock, each holder of such a certificate shall be entitled to receive, in exchange therefor, a certificate representing that number of shares of Surviving Corporation common stock which such holder has the right to receive in respect of the certificate surrendered pursuant to the provisions of this Agreement, and each certificate so surrendered shall forthwith be cancelled. In the event of a transfer of ownership of shares of Robb Report stock which is not registered on the records of Robb Report, a certificate representing the proper number of shares of Surviving Corporation common stock may be issued to such a transferee if the certificate representing such shares of Robb Report stock is presented to Luxury Media, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid. If any certificate for shares of Surviving Corporation common stock or is to be issued in a name other than the name in which the certificate surrendered in exchange therefor is registered, it shall be a condition of such exchange that the person requesting such exchange pay any transfer or other taxes required by reason of the issuance of certificates for such shares of Surviving Corporation common stock in a name other than that of the registered holder of the certificate surrendered, or shall establish to the satisfaction of Luxury Media that any such taxes have been paid or are not applicable.

2.3 Distributions with Respect to Unexchanged Shares of Robb Report Stock.

Notwithstanding any other provisions of this Agreement, no dividends or other distributions on shares of Surviving Corporation common stock shall be paid with respect to any shares of Robb Report stock until such certificate is surrendered for exchange as provided herein.

2.4 Transfers of Robb Report Common Stock.

At and after the Effective Time, there shall be no transfers on Robb Report's stock transfer books of shares of Robb Report common stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for certificates for shares of the Surviving Corporation in accordance with the procedures set forth in this Section 2.

3. Representations and Warranties of Luxury Media. Luxury Media represents and warrants to Robb Report that each of the statements contained in this Section 3 is true and correct as of the date hereof.

3.1. Organization, Qualification, Etc. Luxury Media is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts and has corporate power and authority to own its properties and assets and to carry on its business as it is now being conducted. Luxury Media is duly qualified to do business and is in good standing in each jurisdiction in the United States in which its ownership of property or the conduct of its business requires such qualification, except for jurisdictions in which the failure to be so qualified or to be in good standing would not in the aggregate, have a material adverse effect on the financial condition of Luxury Media.

3.2 Capital Stock. The authorized capital stock of Luxury Media is 200,000 shares of Common Stock, no par value, of which 1,000 shares have been issued.

3.3 Corporate Authority.

(a) Luxury Media has the corporate power and authority to enter into this Agreement and, subject to obtaining Luxury Media stockholder approval, to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Luxury Media have been duly authorized by its Board of Directors, and, subject to obtaining stockholder approval, do not require any further authorization or consent of Luxury Media, its Board of Directors or such stockholders. This Agreement is, and each of the other agreements and instruments of Luxury Media to be executed in connection herewith will be, the legal, valid and binding obligation of Luxury Media, and each such agreement or instrument is or will be enforceable in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by limitations on the availability of equitable remedies.

(b) Except for approvals, consents or waivers of third parties which shall have been obtained by Luxury Media prior to the Closing, the execution, delivery and performance of this Agreement by Luxury Media will not (i) conflict with, result in a breach of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation, or result in the creation or imposition of any material security interest, lien or

other encumbrance upon any material portion of the properties, under the Articles of Organization or By-Laws of Luxury Media, or any instrument, agreement, lease, license, franchise, permit, judgment, order, award, decree or other authorization, right or obligation to which Luxury Media is a party or any of its properties is subject or by which it is bound (other than those which are not, either individually or in the aggregate, material to the financial condition, properties or business of Luxury Media), or any material statute, other law or regulatory provision affecting them, or (ii) require the approval, consent or authorization of, or the making of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental authority or regulatory body.

4. Representations and Warranties of Robb Report. Robb Report represents and warrants to Luxury Media that each of the statements contained in this section 4 is true and correct as of the date hereof.

4.1. Organization, Qualification, etc. Robb Report is a corporation duly organized, validly existing and in good standing under the laws of The State of Delaware and has corporate power and authority to own its properties and assets and to carry on its business as it is now being conducted.

4.2. Capital Stock. The authorized capital stock of Robb Report is 100,000 shares of Common Stock, no par value, of which 100,000 shares have been issued and are outstanding.

4.3. Corporate Authority.

(a) Robb Report has the corporate power and authority to enter into this Agreement and, subject to obtaining Robb Report stockholder approval, to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Robb Report have been duly authorized by its Board of Directors, and, subject to obtaining Robb Report stockholder approval, do not require any further authorization or consent of Robb Report, its Board of Directors or such stockholders. This Agreement is, and each of the other agreements and instruments of Robb Report to be executed in connection herewith will be, the legal, valid and binding obligation of Robb Report, and each such agreement or instrument is or will be enforceable in accordance with its terms, except as it may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally or by limitations on the availability of equitable remedies.

(b) Except for approvals, consents or waivers of third parties which, if any, shall have been obtained by Robb Report prior to the Closing, the execution, delivery and performance of this Agreement by Robb Report will not (i) conflict with, result in a breach of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation, or result in the creation or imposition of any material security interest, lien or other encumbrance upon any material portion of the properties, under the Certificate of Incorporation or By-Laws of Robb Report, or any instrument, agreement, lease, license, franchise, permit, judgment, order, award, decree or other authorization, right or obligation to which Robb Report is a party of any of its properties is subject or by which it is bound (other than those which are not, either individually or in the aggregate, material to the financial condition, properties or

business of Robb Report), or any material statute, other law or regulatory provision affecting it, or (ii) require the approval, consent or authorization of, or the making of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental authority or regulatory body.

5. Conditions of Closing.

5.1. Conditions of Both Parties to Closing. The respective obligations of Luxury Media and Robb Report to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, at or prior to the Effective Time, of each of the following conditions: (a) Luxury Media and Robb Report shall have obtained stockholder approvals, (b) no injunction or preliminary restraining order shall be in effect preventing the consummation of the transactions contemplated by this Agreement, and (c) no litigation shall have been commenced and be pending which either Luxury Media and Robb Report, in good faith and with the advice of counsel, believes makes it undesirable or inadvisable to consummate the Merger.

5.2. Robb Report Conditions to Closing. The obligations of Robb Report to consummate the transactions contemplated by this Agreement are also subject to the satisfaction or waiver, at or prior to the Effective Time, of each of the following conditions:

(a) Accuracy of Representations and Warranties. All representations and warranties of Luxury Media contained in this Agreement shall be true and correct at and as of the Effective Time except for changes permitted or contemplated by this Agreement.

(b) Performance of Agreement. Luxury Media shall have performed in all material respects all obligations and agreements, and comply in all material respects with all covenants and conditions, contained in this Agreement to be performed or complied with by it prior to or at the Effective Time.

(c) Actions and Proceedings. All actions, proceedings, instruments and documents required to carry out the transactions contemplated hereby or incident thereto and all other related legal matters shall have been reasonably satisfactory to and approved by Robb Report.

5.3. Luxury Media's Conditions to Closing. The obligations of Luxury Media to consummate the transactions contemplated by this Agreement are also subject to the satisfaction or waiver, at or prior to the Effective Time, of each of the following conditions:

(a) Accuracy of Representations and Warranties. All representations and warranties of Robb Report contained in this Agreement shall be true and correct at and as of the Effective Time except for changes permitted or contemplated by this Agreement.

(b) Performance of Agreement. Robb Report shall have performed in all material respects all obligations and agreements, and comply in all material respects with all covenants and conditions, contained in this Agreement to be performed or complied with by it prior to or at the Effective Time.

further exercise thereof or the exercise of any other right, power or remedy. The rights provided are cumulative and not exclusive of any rights provided by law.

7.4. Amendments. This Agreement may be modified or amended only by a writing signed by each party hereto. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision.

7.5. Governing Law. This Agreement is executed and delivered in The Commonwealth of Massachusetts. This Agreement shall be governed by and construed in accordance with the internal laws of The Commonwealth of Massachusetts, except to the extent the DGCL applies for Robb Report. Any suit, action or proceeding for enforcement of this Agreement may be brought in the Courts of The Commonwealth of Massachusetts, or any federal court sitting in The Commonwealth of Massachusetts and each party hereto consents to the non-exclusive jurisdiction of each such court and to service of process being made in any such action, suit or proceeding being made by mail at the respective addresses set forth above. Each party hereto hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in any inconvenient court.

7.6. Headings. The descriptive headings of the several sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

7.7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that, no party may assign its rights hereunder without the prior written consent of the nonassigning party.

7.8. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to this transaction and supersedes all prior discussions, understandings and agreements concerning the matters covered hereby.


7.9. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

7.10. Specific Performance. The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that any party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement.


[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

THIS PLAN AND AGREEMENT OF MERGER EXECUTED as a sealed instrument as of the date first above written.

LUXURY MEDIA PUBLICATIONS, INC.
(a Massachusetts corporation)

By: 
Daniel J. Phillips, President

ROBB REPORT
(a Delaware corporation)

By: 
Daniel J. Phillips, President