

12-14-2000



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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

Execution Date
Month Day Year
11 01 96

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

12/12/2000 6T0W11 00000147 1437975

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

TRADEMARK
REEL: 002195 FRAME: 0055

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="1437975"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Mark D. Frederiksen

11-14-00

Name of Person Signing

Signature

Date Signed

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (this "Agreement") is made and entered into as of the first day of November, 1996 by and among American Business Information, Inc., a Delaware corporation ("ABI"), County Data Corporation, a Vermont corporation ("CDC") and each of the shareholders of CDC set forth in Schedule 1 hereto (collectively, the "Shareholders").

WITNESSETH:

WHEREAS, both ABI and CDC are engaged in the business of compiling, licensing, distributing, selling, developing and marketing database information; and

WHEREAS, the Shareholders owns all of the issued and outstanding shares of capital stock of CDC which consist of 100 shares of common stock, par value \$1.00 per share, (the "CDC Shares"); and

WHEREAS, the Shareholders desire to transfer all of the issued and outstanding CDC Shares to ABI in exchange for shares of the common stock of ABI, par value \$.0025 per share (the "ABI Shares"), in a transaction intended to qualify as a reorganization within the meaning of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), subject to the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE I

EXCHANGE OF STOCK

Section 1.1. *Exchange of Stock.* Subject to the terms and conditions of this Agreement, at the Closing on the Closing Date (as those terms are hereinafter defined) ABI agrees to issue a total 560,000 ABI Shares to the Shareholders in exchange of all of the issued and outstanding CDC Shares. The number of ABI Shares to be issued to each Shareholder at the Closing in exchange for such Shareholder's CDC Shares is set forth in Schedule 1 hereto. The parties intend that the issuance of ABI Shares in exchange for CDC Shares be treated as a tax free reorganization under Section 368(a)(1)(B) of the Code and that it be eligible for pooling accounting treatment by ABI.

Section 1.2. *Registration Rights.* The issuance of ABI Shares to the Shareholders at the Closing will not be registered under the Securities Act of 1933, as amended (the "Securities Act"). Accordingly, each Shareholder agrees that he or she will not sell, assign, pledge or otherwise dispose of ABI Shares unless such ABI Shares have been registered under the Securities Act or pursuant to an available exemption from such registration requirements and

acknowledges that the certificates representing the ABI Shares will contain a legend to that effect. In that regard, at the Closing, ABI will enter into a Registration Rights Agreement with each of the Shareholders, in the form attached as Exhibit A hereto, pursuant to which ABI will agree to file a registration statement under the Securities Act and Rule 415 thereunder relating to the sale, or pledge as collateral, of ABI Shares by the Shareholders and to use its best efforts to cause such registration statement to become effective under the Securities Act by no later than March 1, 1997.

ARTICLE II

CLOSING

Section 2.1. *The Closing.* The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at offices of Kutak Rock, 1650 Farnam Street, Omaha, Nebraska on November 4, 1996 or such later date agreed to by the parties; provided, however, that in no event shall the closing be held on a date later than November 15, 1996 (the "Closing Date").

Section 2.2. *Actions at Closing.* At the Closing, the Shareholders shall deliver certificates evidencing all CDC Shares, each of which shall have been duly endorsed for transfer to ABI (or with properly executed stock powers attached) and ABI shall deliver certificates evidencing ABI Shares which shall be issued in the names of the respective Shareholders. In addition, each party agrees to execute and deliver at the Closing all such certificates and documents set forth in Article VII hereof as well as such others as may be reasonably requested by any other party to evidence the transaction and agreements described in this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF CDC AND THE SHAREHOLDERS

CDC and the Shareholders hereby represent and warrant to ABI that the statements made in this Article III are correct and complete as of the date of this Agreement and will be correct and complete on the Closing Date. For purposes of the following representations and warranties, a "Material Adverse Effect" shall mean any adverse effect on the financial condition, operations or property of CDC of \$50,000 or greater.

Section 3.1. *Organization.* CDC is a corporation duly organized, validly existing and in good standing under the laws of the State of Vermont and is qualified or otherwise authorized to act as a foreign corporation and is in good standing under the laws of every other jurisdiction in which such qualification or authorization is necessary under applicable law and where the failure to be so qualified or otherwise authorized would have a Material Adverse Effect. CDC has all requisite corporate power and authority necessary to own and operate its properties and to carry on its business as now conducted by it.

effect with respect to such employees. CDC has not committed any unfair labor practice or any material violation of any federal or state law respecting employment and employment practices, terms and conditions of employment (including wage and hour regulations).

(c) To the knowledge of CDC or the Shareholders, no officer, key employee, or group of employees has any plans to terminate employment with CDC.

(d) Any individual, corporation, sole proprietorship, or any other legal entity that is engaged in the collection of data and/or information on behalf of CDC will be recognized for federal income tax purposes and under the applicable law of the jurisdiction in which such person or entity engages in such collection activity as an independent contractor and not as an employee of CDC.


Section 3.19. *Employee Benefit Plans.* (a) Item 3.19 of the Disclosure Schedule sets forth all bonus, deferred compensation, pension, profit-sharing and retirement plans, including without limitation any multiemployer plans as defined in Section 4001(a)(3) of ERISA, and all health and life insurance and other welfare plans maintained by CDC or with respect to which CDC has any liability. Such plans and arrangements are referred to hereafter as the "Benefit Plans." All Benefit Plans have been operated substantially in compliance with ERISA and other applicable laws and all material reports have been filed with respect to the Benefit Plans in accordance with ERISA and the Internal Revenue Code.

Section 3.20. *Defaults.* CDC is not in default, nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default under any material agreement, indenture, loan agreement or other instrument to which it is a party or by which it or any of its assets are bound or to which any of its assets are subject, the result of which has had or could reasonably be expected to have a Material Adverse Effect. To the knowledge of CDC and the Shareholders, all parties with whom CDC has material leases, agreements or contracts or who owe to CDC material obligations other than with respect to those arising in the ordinary course of the business of CDC are in compliance therewith in all material respects.

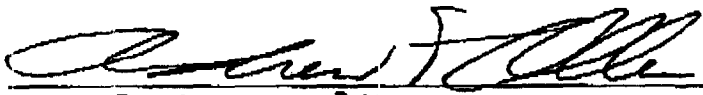
Section 3.21. *Intellectual Property Rights.* Item 3.21 of the Disclosure Schedule sets forth all trademark, service mark and copyright registrations, all material unregistered trademarks and service marks and all software (other than noncustomized software for use on personal computers) and computer databases used by CDC on the date hereof (the "Intellectual Property") and lists each license or other agreement or arrangement pursuant to which CDC uses any of the Intellectual Property. To the knowledge of CDC and the Shareholders, all such Intellectual Property is exclusive to CDC and none of such Intellectual Property, or the use thereof by CDC, infringes upon the proprietary rights of any third party, and there have been no oppositions, interferences, challenges, legal proceedings or suits pending or threatened either by CDC or any third party with respect to any of the Intellectual Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AMERICAN BUSINESS INFORMATION, INC.

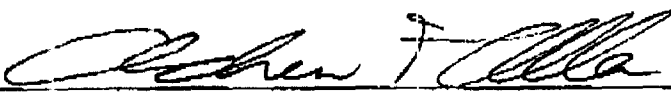
By 
Name: Jon Wellman
Title: Exec. V. P.

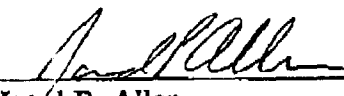
COUNTY DATA CORPORATION

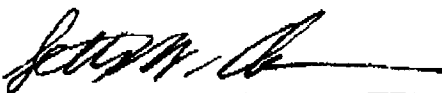
By 
Name: Andrew F. Allen
Title: President

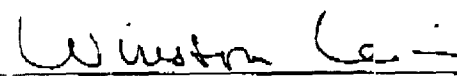
SHAREHOLDERS



Terry F. Allen


Andrew F. Allen


Jared P. Allen


Seth W. Allen


Winston Lewis


Brian L. O'Connell


Leslie P. Allen

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "AMERICAN BUSINESS INFORMATION, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "INFOUSA INC.", THE THIRTY-FIRST DAY OF JULY, A.D. 1998, AT 1:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2275710 8320

981453378

AUTHENTICATION: 9428149

DATE: 11-30-98

TRADEMARK
REEL: 002195 FRAME: 0061

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

American Business Information, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of American Business Information, Inc., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and authorizing and directing the officers and directors of the corporation to solicit the consent of the stockholders of said corporation for consideration thereof. The resolution setting forth said amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED: That Article I of the Certificate of Incorporation of this corporation, American Business Information, Inc., a Delaware corporation, be amended to read in full as follows:

"The name of this corporation is *info*USA Inc."

SECOND: That thereafter, the necessary number of shares of this corporation's capital stock were voted at a meeting in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, American Business Information, Inc. has caused this certificate to be signed by Steven Purcell, its Secretary, this 30th day of July, 1998.

By: 
Steven Purcell, Secretary