

12-26-2000



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

12.8.00

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
- Correction Document**
Reel # Frame #

Conveyance Type

- Assignment** **License**
- Security Agreement** **Nunc Pro Tunc Assignment**
- Merger**
- Change of Name**
- Other**

Effective Date
Month Day Year

1726786

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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)

- 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.)

FOR OFFICE USE ONLY

12/22/2000 MTHAI1 00000256 1726786

01 FC:481 40.00 BP
02 FG:482 200.00 OP

Estimated 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 **212-506-5001**

Name **Bradford S. Breen, Esq.**

Address (line 1) **Orrick, Herrington & Sutcliffe LLP**

Address (line 2) **666 Fifth Avenue**

Address (line 3) **New York, NY 10103**

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)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

<input type="text" value="1,726,786"/>	<input type="text" value="75/866,860"/>	<input type="text" value="75/894,182"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/589,954"/>	<input type="text" value="75/866,859"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/589,956"/>	<input type="text" value="75/866,858"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/589,955"/>	<input type="text" value="75/907,399"/>	<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

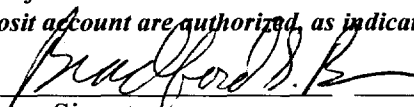
Deposit Account
(Enter for payment by deposit account of if additional fees can be charged to the account., or any refund to the Deposit Account Number #

Authorization to charge additional fees or credit any refund: 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.

Bradford S. Breen
Name of Person Signing


Signature

December 4, 2000
Date Signed

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"LAMAZA PUBLISHING COMPANY, INC.", A CONNECTICUT CORPORATION,

WITH AND INTO "IVILLAGE INTEGRATED MEDIA, INC." UNDER THE NAME OF "IVILLAGE INTEGRATED MEDIA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF MAY, A.D. 2000, AT 1 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.





Edward J. Freel, Secretary of State

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001266740

AUTHENTICATION: 0460529
DATE: 05-25-00

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Plan of Merger") is made by and between Lamaze Publishing Company, Inc., a Connecticut corporation ("LPC"), and iVillage Integrated Media, Inc., a Delaware corporation ("iVillage Media"). LPC and iVillage Media are sometimes referred to as the "Constituent Corporations".

WHEREAS, the authorized capital stock of LPC consists of 100 shares of Common Stock, \$.01 par value per share, and the authorized capital stock of iVillage Media consists of 100 shares of Common Stock, \$.001 par value per share; and

WHEREAS, the Constituent Corporations deem it advisable and to the advantage of said corporations that LPC merge into iVillage Media upon the terms and conditions herein provided;

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Plan of Merger and do hereby agree that LPC shall merge with and into iVillage Media on the following terms, conditions and other provisions:

I. TERMS AND CONDITIONS

1.1 *Merger.* LPC shall be merged with and into iVillage Media (the "Merger"), and iVillage Media shall be the surviving corporation, effective at 12:00 p.m. on May 25, 2000 (the "Effective Date").

1.2 *Succession.* On the Effective Date, iVillage Media shall succeed to all of the rights, privileges, powers, property, debts, obligations and liabilities of LPC in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

1.3 *Common Stock of LPC.* Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of LPC outstanding immediately prior thereto shall be cancelled.

1.4 *Common Stock of iVillage Media.* Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of iVillage Media outstanding immediately prior thereto shall remain outstanding.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 *Certificate of Incorporation and Bylaws.* The Certificate of Incorporation of iVillage Media, as in effect on the Effective Date, shall continue to be the Certificate of Incorporation of iVillage Media.

The By-laws of iVillage Media, as in effect on the Effective Date, shall continue to be the Bylaws of iVillage Media.

2.2 Directors. The directors of iVillage Media immediately prior to the Effective Date shall remain as directors of iVillage Media on and after the Effective Date to serve until the expiration of their current terms and until their successors are elected and qualified.

2.3 Officers. The officers of iVillage Media immediately prior to the Effective Date shall remain as officers of iVillage Media on and after the Effective Date to serve at the pleasure of the Board of Directors of iVillage Media.

III. MISCELLANEOUS

3.1 Further Assurances. From time to time, as and when required by iVillage Media or by its successors and assigns, there shall be executed and delivered on behalf of LPC such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in iVillage Media the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of LPC and otherwise to carry out the purposes of this Plan of Merger, and the officers and directors of iVillage Media are fully authorized in the name and on behalf of LPC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

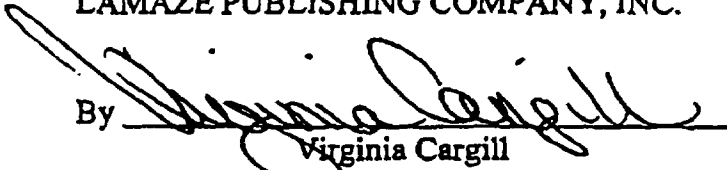
3.2 Abandonment. At any time before the Effective Date, this Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of either LPC or iVillage Media or both, notwithstanding the approval of this Plan of Merger by the stockholder of LPC and by the stockholder of iVillage Media.

3.3 Counterparts. In order to facilitate the filing and recording of this Plan of Merger, this Plan of Merger may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.


IN WITNESS WHEREOF, this Plan of Merger, having first been duly approved by the Board of Directors of LPC and iVillage Media, is hereby executed on behalf of each of said corporations and attested by their respective officers thereunto duly authorized.

LAMAZE PUBLISHING COMPANY, INC.

Date: 5/24, 2000

By 
Virginia Cargill
President

ATTEST:


Michael A. Gilbert
Secretary

IVILLAGE INTEGRATED MEDIA, INC.

Date: : 5/24, 2000

By 
Steven A. Elkes
President


ATTEST:


Michael A. Gilbert
Secretary

SECRETARY'S CERTIFICATION
(Lamaze Publishing Company, Inc.)

I, Michael A. Gilbert, Secretary of Lamaze Publishing Company, Inc., a corporation organized and existing under the laws of the State of Connecticut (the "Corporation"), hereby certify, as such Secretary, that the Agreement and Plan of Merger to which this certificate is attached was duly approved and adopted by written consent of the sole holder of all of the outstanding capital stock of the Corporation entitled to vote thereon, in accordance with Section 33-698 of the Connecticut Business Corporation Act.

Witness my hand on this 24th day of May, 2000.



Michael A. Gilbert
Secretary

SECRETARY'S CERTIFICATION
(iVillage Integrated Media, Inc.)

I, Michael A. Gilbert, Secretary of iVillage Integrated Media, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certify, as such Secretary, that the Agreement and Plan of Merger to which this certificate is attached was duly approved and adopted by written consent of the sole holder of all of the outstanding capital stock of the Corporation entitled to vote thereon, in accordance with Section 228 of the General Corporation Law of the State of Delaware.

Witness my hand on this 24th day of May, 2000.



Michael A. Gilbert
Secretary