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FORM PTO-1618A



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

01-30-2001

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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 **1-30-01**

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

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)

Individual General Partnership Limited Partnership Association

Corporation

Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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REEL: 002236 FRAME: 0515

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)

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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.

RENEE SIMONTON

Name of Person Signing

Renee Simonton

Signature

01222000

Date Signed

IPV.
(\$125.-)

ARTICLES OF MERGER

FILED # 24728-82

SEP 29 2000

IN THE OFFICE OF
De Hill
DEAN HILLER SECRETARY OF STATE

Merging
Construction Market Data, Inc.
with and into
Construction Market Data Group, Inc.

(Pursuant to Section 92A.200 of the Nevada General Corporation Law)

These Articles of Merger are entered into and effective as of the 25th day of September 2000 (the "Effective Date"), by and among Construction Market Data, Inc., a corporation incorporated under the laws of the State of Nevada on August 12, 1998 (herein "CMD"), and Construction Market Data Group, Inc., a corporation incorporated under the laws of the State of Delaware on September 24, 1996 (herein "CMDG") (hereinafter collectively referred to from time to time as the "Constituent Corporations").

FIRST: Attached hereto is a full and complete copy of the Agreement and Plan of Merger entered into on the 25th day of September 2000 (the "Plan"), by and between CMD, a wholly-owned subsidiary of CMDG, and CMDG in connection with the merger of CMD with and into CMDG, with CMDG as the surviving corporation. Such Plan has been duly adopted by the Constituent Corporations in accordance with the Nevada General Corporation Law and the Delaware General Corporation Law and has not been modified or rescinded and remains in full force and effect on the date hereof.

SECOND: The merger of CMD with and into CMDG has been undertaken in accordance with Section 92A.180 of the Nevada General Corporation Law and Section 253 of the Delaware General Corporation Law. Pursuant to such provisions, the approval of the respective sole stockholders of each of the Constituent Corporations is not required in connection with the merger.

THIRD: CMDG hereby agrees that it may be served with process in the State of Nevada in any proceeding for the enforcement of any obligation of CMD arising from the merger or otherwise, and hereby appoints the Nevada Secretary of State as its agent to accept service of process in any such suit or other proceeding and agrees that service of any such process may be made by personally delivering to and leaving with such Secretary of State of the State of Nevada duplicate copies of such process; and hereby authorizes the Secretary of State of the State of Nevada to send forthwith by registered or certified mail one of such duplicate copies to: Henry Z. Horbaczewski, Esq., c/o Reed Elsevier, Inc., 275 Washington Street, Newton, Massachusetts 02458, unless CMDG shall hereafter designate in writing to the Nevada Secretary of State a different address for mailing of such process.

FOURTH: The merger of the Merging Corporation with and into the Corporation shall be effective on September 30, 2000.

IN WITNESS WHEREOF, the Constituent Corporation have caused these Articles of Merger to be executed by an authorized officer of each of the Constituent Corporations as of the 25th day of September, 2000.

Attest:

Construction Market Data, Inc.

By: 

Name: Henry Z. Horbaczewski
Title: Secretary

By: 

Name: Arol Wolford
Title: President

Attest:

Construction Market Data Group, Inc.

By: 

Name: Henry Z. Horbaczewski
Title: Secretary

By: 

Name: Arol Wolford
Title: President

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REEL: 002236 FRAME: 0518

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is entered into as of the 25th day of September 2000 to become effective on the Effective Date (as hereinafter defined), by and among Construction Market Data, Inc., a Nevada corporation (herein "CMD") and Construction Market Data Group, Inc., a Delaware corporation (herein "CMDG").

WITNESSETH:

WHEREAS, CMD, a wholly-owned subsidiary of CMDG, is a corporation duly organized and validly existing under the laws of the State of Nevada and has an authorized capitalization consisting of 2,500 shares of common stock, \$10.00 par value per share, of which 2,000 shares are issued and outstanding, and 3,500,000 shares of preferred stock, \$1.00 par value per share, of which there are no shares issued and outstanding, as of the date hereof; and

WHEREAS, CMDG is a corporation duly organized and validly existing under the laws of the State of Delaware and has an authorized capitalization consisting of 3,000 shares of common stock, \$0.01 par value per share, of which 1,100 shares are issued and outstanding as of the date hereof; and

WHEREAS, in all respects, and subject to the approval of the respective sole shareholders of CMD and CMDG, if and as required by the General Corporation Law of Nevada and the General Corporation Law of Delaware (the "Corporation Laws"), the respective Boards of Directors of CMD and CMDG, as necessary under the Corporation Laws, deem it advisable and in the best interests of such corporations to merge CMD with and into CMDG in accordance with the provisions of the Corporation Laws and upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the foregoing premises and mutual agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Agreement and Plan of Merger is hereby agreed upon and adopted by the constituent corporations, in accordance with the Corporation Laws.

1. **Merger.** Upon the terms and subject to the conditions hereof and in compliance with the provisions of the Corporation Laws, CMD shall, on the Effective Date (as hereinafter defined), be merged with and into CMDG, with CMDG as the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation") of such merger. From and after the Effective Date, the Surviving Corporation shall continue to subsist under and be governed by the provisions of the General Corporation Law of Delaware, and the separate existence of CMD (sometimes hereinafter referred to as the "Terminating Corporation") shall cease in accordance with the provisions of the Corporation Laws.
2. **Charter Document.** The Certificate of Incorporation of CMDG, as in force and effect immediately prior to the Effective Date, shall be the Certificate of Incorporation of the

Surviving Corporation and shall continue in full force and effect until altered, amended or changed in the manner prescribed by the provisions of the General Corporation Law of Delaware.

3. **By-Laws.** The By-Laws of CMDG, as in force and effect immediately prior to the Effective Date, shall be the By-Laws of the Surviving Corporation and shall continue in full force and effect until altered, amended or changed as therein provided and in the manner prescribed by the provisions of the General Corporation Law of Delaware.
4. **Board of Directors.** From and after the Effective Date, the Directors of CMDG as in office immediately prior to the Effective Date shall be the Directors of the Surviving Corporation to hold such office, subject to the provisions of the General Corporation Law of Delaware and the Certificate of Incorporation and By-Laws of the Surviving Corporation, until their successors are duly elected and qualified.
5. **Officers.** From and after the Effective Date, the officers of CMDG as in office immediately prior to the Effective Date shall be the officers of the Surviving Corporation to hold such offices, subject to the provisions of the General Corporation Law of Delaware and the Certificate of Incorporation and By-Laws of the Surviving Corporation, until their successors are duly elected and qualified.
6. **Purposes.** The Surviving Corporation is empowered to transact any and all lawful business for which corporations may be incorporated under the laws of the State of Delaware and as described in CMDG's Certificate of Incorporation as in force and effect immediately prior to the Effective Date, as may be amended.
7. **Cancellation of Shares.** As of the Effective Date and by virtue of the merger, and without any action on the part of the sole shareholder of the Terminating Corporation, all of the issued and outstanding shares of capital stock of the Terminating Corporation shall be cancelled and cease to exist. As of the Effective Date, the authorized capitalization of the Surviving Corporation shall continue to consist of 3,000 shares of common stock, \$0.01 par value per share, and each issued and outstanding share of common stock of CMDG shall continue to represent one share of common stock, \$0.01 par value per share, of the Surviving Corporation.
8. **Shareholder Action.** CMD and CMDG agree that they shall cause this Agreement and Plan of Merger to be submitted to each corporation's respective sole shareholder for approval if and as required by the provisions of the Corporation Laws.
9. **Effective Date.** The Articles of Merger (as required by the Nevada General Corporation Law) and the Certificate of Ownership and Merger (as required by the Delaware General Corporation Law) will be executed and filed in accordance with the respective Corporation Laws, to become effective on September 30, 2000 (the "Effective Date"), provided that the Articles of Merger and Certificate of Ownership and Merger have been filed with the Nevada Secretary of State and the Delaware Secretary of State, respectively, on or before such date.

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10. **Effect of Merger.** Upon the Effective Date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature of the Terminating Corporation and the Surviving Corporation; all property, whether real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action belonging to or due to the Terminating Corporation shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; title to any real estate, or any interest in real estate, or rights of any kind in any and all licenses and contracts vested in the Terminating Corporation shall not revert or be in any way impaired by reason of the merger; the Surviving Corporation shall then be liable for all the liabilities and obligations of the Terminating Corporation; any claim existing or action or proceeding pending by or against the Terminating Corporation may be prosecuted as if the merger had not taken place, and neither the rights of creditors nor any liens upon the property of the Terminating Corporation shall be impaired by the merger.
11. **Termination and Abandonment.** Notwithstanding the approval of this Agreement and Plan of Merger and the merger by the respective directors and shareholders of CMD and CMDG, if and as required by the Corporation Laws: (a) this Agreement and Plan of Merger may be terminated and the merger may be abandoned, at any time prior to the filing of the Articles of Merger in the office of the Secretary of State of Nevada and the filing of the Certificate of Ownership and Merger in the office of the Secretary of State of Delaware by an instrument in writing signed by an authorized officer of each of CMD and CMDG, and upon authorization of the Boards of Directors of CMD and CMDG, if and as required by the Corporation Laws; and (b) subject to applicable law, this Agreement and Plan of Merger may be amended by an instrument in writing signed by an authorized officer of each of CMD and CMDG, and upon authorization by the respective Boards of Directors, if and as required by the Corporation Laws, provided that no amendment shall be so made which is materially adverse to the respective shareholders of CMD and/or CMDG.
12. **Counterparts.** This Agreement and Plan of Merger may be executed in any number of counterparts and by any of the parties hereto on separate counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same documents.