



06-27-2001

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
OMB No. 0651-0027 (exp. 5/31/2002)



Tab settings

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

1. Name of conveying party(ies):

HG PUBLICATIONS, INC.

62101

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: L.F.P., INC.

Internal

Address:

Street Address: 8484 Wilshire Blvd.

City: Beverly Hills State: CA Zip: 90211

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1011001
1421856
1474926

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William M. Feigenbaum

Internal Address: Lipsitz, Green, Fahringer,
Roll, Salisbury & Cambria, LLP

Street Address: 42 Delaware Avenue, Suite 300

City: Buffalo State: NY Zip: 14202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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.

William M. Feigenbaum
Name of Person Signing

William M. Feigenbaum
Signature

June 20, 2001
Date

Total number of pages including cover sheet, attachments, and document: 7

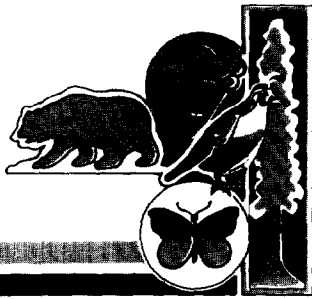
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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01 FD:481
02 FI:48F

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REEL: 002320 FRAME: 0856



State
of
California
SECRETARY OF STATE

"HG Publications, Inc." Merged out into:

L.F.P., INC.

I, *BILL JONES*, Secretary of State of the State of California,
hereby certify:

That the annexed transcript was prepared by and in
this office from the record on file, of which it purports to
be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

12th day of April, 1995



Bill Jones

Secretary of State

1117056 SURV A459187

FILED
In the office of the Secretary of State
of the State of California

MAR 31 1995
Bill Jones
Secretary of State

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of March 27, 1995, by and between (L.F.P., Inc.), a California corporation ("LFP"), and HG Publications, Inc., a California corporation ("HG").

The respective Boards of Directors of LFP and HG have determined that it is advisable and in the best interests of each of such corporations that HG merge into LFP upon the terms and subject to the conditions set forth in this Agreement. The respective Boards of Directors of LFP and HG, and the holders of all of the issued and outstanding shares of LFP and HG, have approved this Agreement.

The parties intend by this Agreement to set forth the terms and conditions of reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and Section 1100 et seq. of the California General Corporation Law ("California Law").

1. Merger. HG shall be merged into LFP (the "Merger") and LFP shall be the Surviving Corporation (hereinafter sometimes referred to as the "Surviving Corporation"). The time and date of filing this Agreement with the California Secretary of State, together with an attached officers' certificate of each corporation in the form required by California law, shall be the effective date of the Merger ("Effective Date").

Upon the Effective Date, the separate existence and corporate organization HG shall cease and HG and LFP shall thereupon become a single corporation, the Surviving Corporation, which shall continue its existence under California Law. The Merger shall in all respects have the effect provided for in Section 1107 of California Law. In the event that at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, HG and LFP shall cause the proper officers and directors of each corporation, respectively, to execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

2. Articles of Incorporation and Bylaws.

a. The Articles of Incorporation of LFP immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation as of the Effective Date.

b. The Bylaws of LFP immediately prior to the Effective Date shall be the bylaws of the Surviving Corporation as of the Effective Date.

3. Issued and Outstanding Shares.

a. LFP has one thousand (1,000) shares of capital stock issued and outstanding as of the date of this Agreement. Each share of LFP stock issued and outstanding immediately prior to the Effective Date shall not be changed as a result of the Merger but shall remain as issued and outstanding as one thousand (1,000) shares of capital stock of the Surviving Corporation.

b. HG has one thousand (1,000) shares of capital stock issued and outstanding as of the date of this Agreement. At the Effective Date, without any action on the part of any party or any holder of the capital stock of HG, each share of the common stock of HG issued and outstanding as of the Effective Date shall be cancelled and no shares of the Surviving Corporation shall be issued in exchange therefor, since LFP and HG are owned by the same shareholder.

4. Assets and Liabilities. As of the Effective Date, the Surviving Corporation shall succeed, without other transfer, to all the rights and property of HG and shall be subject to all debts and liabilities thereof in the same manner as if the Surviving Corporation had itself incurred them.

5. Name of Surviving Corporation. The name of the Surviving Corporation shall not be changed.

6. Officers and Directors. Neither the officers nor the Board of Directors of the Surviving Corporation shall be altered by the Merger, meaning that the officers and directors of LFP immediately prior to the Effective Date shall be the officers and directors of the Surviving Corporation after the Effective Date.


7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8. Governing Law. The Merger shall be governed by, and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

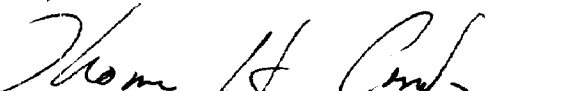
L.F.P., INC.,
a California corporation

By: 
JAMES S. KOHLS, President

By: 
THOMAS H. CANDY, Secretary

HG PUBLICATIONS, INC.,
a California corporation

By: 
JAMES S. KOHLS, President

By: 
THOMAS H. CANDY, Secretary

OFFICERS' CERTIFICATE OF APPROVAL
OF THE
AGREEMENT AND PLAN OF MERGER
BY L.F.P., INC.

James S. Kohls and Thomas H. Candy certify that:

1. They are the President and Secretary, respectively, of L.F.P., Inc., a California corporation.

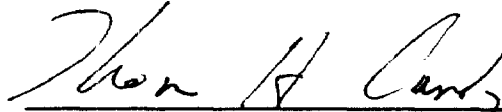
2. The Agreement and Plan of Merger in the form attached was duly approved by the Board of Directors and shareholders of the corporation by unanimous written consent.

3. There is only one class of shares of stock and the number of shares outstanding is 1,000.

4. The shareholder approval was by the vote of holders of 100% of the outstanding shares of the corporation which equaled or exceeded the vote required. The shareholder percentage vote required was more than 50%.



JAMES S. KOHLS, President



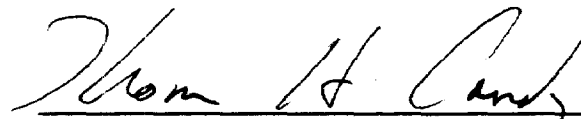
THOMAS H. CANDY, Secretary

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to our own knowledge.

Executed at Los Angeles, California, this 27th day of March, 1995.



JAMES S. KOHLS, President



THOMAS H. CANDY, Secretary

OFFICERS' CERTIFICATE OF APPROVAL
OF THE
AGREEMENT AND PLAN OF MERGER
BY HG, INC.

James S. Kohls and Thomas H. Candy certify that:

1. They are the President and Secretary, respectively, of HG, Inc., a California corporation.

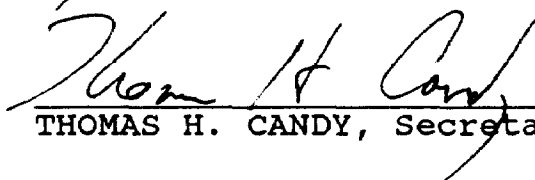
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JAMES S. KOHLS, President



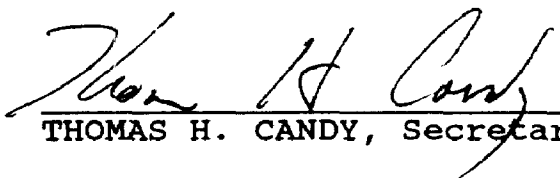
THOMAS H. CANDY, Secretary

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to our own knowledge.

Executed at Los Angeles, California, this 27th day of March, 1995.



JAMES S. KOHLS, President



THOMAS H. CANDY, Secretary