

07-20-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

101783418

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

1. Name of conveying party(ies): 7-601 DENTAL LEARNING SYSTEMS CO., INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: APRIL 27, 2001

2. Name and address of receiving party(ies) Name: MEDICAL WORLD BUSINESS PRESS, INC

Internal Address:

Street Address: 241 FORSGATE DRIVE

City: JAMESBURG State: NJ Zip: 08831

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State OF NEW JERSEY

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

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

A. Trademark Application No.(s) SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s) SEE ATTACHED EXHIBIT A

Additional number(s) attached Yes No

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

Name: BRIAN L. PETREQUIN, ESQ.

Internal Address:

07/19/2001 6TON11 00000164 76119083 01 FC:461 40.00 OP 02 FC:462 350.00 OP

Street Address: TWO PENN PLAZA EAST, 10th fl

City: NEWARK State: NJ Zip: 07105

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$ 600

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

BRIAN L. PETREQUIN

Name of Person Signing

Signature

JULY 6, 2001

Date

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

Refund Ref: 07/19/2001 6TON11 0000107375

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

CHECK Refund Total: \$210.00

TRADEMARK REEL: 002332 FRAME: 0243

EXHIBIT A

<u>Application No(s).</u>	<u>Registration No(s).</u>
76/119,083	2,422,768
76/119,176	1,793,617
	1,406,322
	2,407,940
	2,401,501
	1,438,583
	1,849,878
	1,968,977
	2,401,533
	2,207,120
	1,853,066
	2,369,575
	2,214,066

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"DENTAL LEARNING SYSTEMS CO., INC.", A DELAWARE CORPORATION, WITH AND INTO "MEDICAL WORLD BUSINESS PRESS, INC." UNDER THE NAME OF "MEDICAL WORLD BUSINESS PRESS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW JERSEY, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2001, AT 9 O'CLOCK A.M.

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

3386118 8100M

010205779



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1105986

DATE: 04-30-01

TRADEMARK
REEL: 002332 FRAME: 0245

CERTIFICATE OF MERGER
OF
DENTAL LEARNING SYSTEMS CO., INC.
AND
MEDICAL WORLD BUSINESS PRESS, INC.

It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:

(i) Dental Learning Systems Co., Inc., which is incorporated under the laws of the State of Delaware; and

(ii) Medical World Business Press, Inc., which is incorporated under the laws of the State of New Jersey.

2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by Dental Learning Systems Co., Inc., in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware and by Medical World Business Press, Inc. in accordance with the laws of the State of its incorporation.

3. The name of the surviving corporation in the merger herein certified is Medical World Business Press, Inc., which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the laws of the State of its incorporation.

4. The certificate of incorporation of Medical World Business Press, Inc., as now in force and effect, shall continue to be the certificate of incorporation of said surviving corporation until amended and changed pursuant to the provisions of the laws of the State of its incorporation.

5. The executed Agreement of Merger between the aforesaid constituent corporations is on file at an office of the aforesaid surviving corporation, the address of which is as follows: 241 Forsgate Drive, Jamesburg, New Jersey 08831.

6. A copy of the aforesaid Agreement of Merger will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of each of the aforesaid constituent corporations.

7. The aforesaid surviving corporation does hereby agree that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Dental Learning Systems Co., Inc., as well as for enforcement of any obligation of said surviving corporation arising from the merger herein certified, including any suit or other proceeding to enforce the right, if any, of any stockholder of Dental Learning Systems Co., Inc. as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware; does hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings; and does hereby specify the following as the address to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware: James P. Anelli, Esq., St. John & Wayne, L.L.C., Two Penn Plaza, East, 16th Floor, Newark, New Jersey 07105-2249.

Dated: April 1, 2011

DENTAL LEARNING SYSTEMS CO., INC.

By: _____


John J. Hennessy
Chairman and Chief Executive Officer

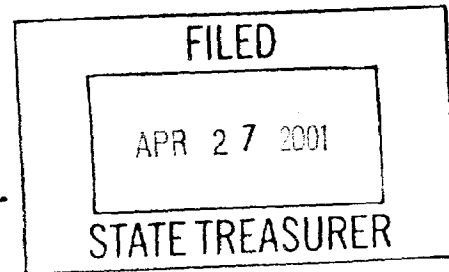
Dated: April 1, 2011

MEDICAL WORLD BUSINESS PRESS, INC.

By: _____


John J. Hennessy
Chairman and Chief Executive Officer

CERTIFICATE OF MERGER
OF
DENTAL LEARNING SYSTEMS CO., INC.
AND
MEDICAL WORLD BUSINESS PRESS, INC.



To the Department of the Treasury
of the State of New Jersey:

Pursuant to the provisions of Section 14A:10-7 of the New Jersey Business Corporation Act, it is hereby certified that:

1. The names of the merging corporations are Dental Learning Systems Co., Inc., which is a business corporation organized under the laws of the State of Delaware, and Medical World Business Press, Inc., which is a business corporation organized under the laws of the State of New Jersey.

2. Annexed hereto as Exhibit A and made a part hereof is the Plan of Merger for merging Dental Learning Systems Co., Inc. with and into Medical World Business Press, Inc. as approved by the Board of Directors of each of said corporations.

3. The approval of the shareholders of Medical World Business Press, Inc. is not required to authorize the merger pursuant to 14A:10-3(4). All of the directors entitled to vote of the aforesaid corporation approved the Plan of Merger pursuant to their written consents without a meeting of the Board of Directors. The date of said consents and approval was April 1, 2001.

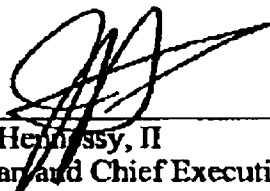
4. The number of shares of Dental Learning System Co., Inc. which were entitled to vote at the time of the approval of the Plan of Merger by its shareholders is 1,000, all of which are of one class. All of the shareholders entitled to vote of the aforesaid corporation approved the Plan of Merger pursuant to their written consents without a meeting of shareholders; and the number of shares represented by such consents is 1,000. The date of said consents and approval was April 1, 2001.

5. The applicable provisions of the laws of the jurisdiction of organization of Dental Learning Systems Co., Inc. relating to the merger of Dental Learning Systems Co., Inc. with and into Medical World Business Press, Inc., will have been complied with upon compliance with any of the filing and recording requirements thereof.

6. Medical World Business Press, Inc., will continue its existence as the surviving corporation under its present name pursuant to the provisions of the New Jersey Business Corporation Act.

Executed on April 1, 2001.

DENTAL LEARNING SYSTEMS CO., INC.

By: 
John J. Hennessy, II
Chairman and Chief Executive Officer

MEDICAL WORLD BUSINESS PRESS, INC.

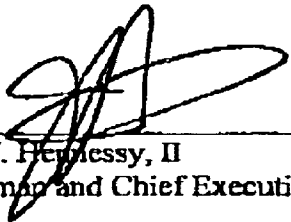
By: 
John J. Hennessy, II
Chairman and Chief Executive Officer

EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement of Merger") is made this 1 day of April, 2001, between DENTAL LEARNING SYSTEMS CO., INC. a Delaware Corporation, ("DLS"), and MEDICAL WORLD BUSINESS PRESS, INC., a New Jersey Corporation ("MWBP").

RECITALS

WHEREAS, DLS has an authorized capital stock consisting of TWO THOUSAND (2,000) shares of common stock, with ONE CENT (\$0.01) par value, of which ONE THOUSAND (1,000) shares have been duly issued and are now outstanding and EIGHT THOUSAND (8,000) shares of Series A Preferred Stock, par value ONE CENT (\$0.01) per share, of which FIVE THOUSAND (5,000) shares are duly issued and outstanding;

WHEREAS, MWBP has an authorized capital stock consisting of ONE MILLION (1,000,000) shares of common stock, with no par value per share, of which SIX HUNDRED FIFTY THOUSAND (650,000) shares have been duly issued and are now outstanding;

WHEREAS, Medical World Communications, Inc., a Delaware corporation (the "Parent") owns all of the outstanding shares of common stock of DLS and all of the outstanding shares of capital stock of MWBP; and

WHEREAS, the Parent and the Board of Directors of DLS and MWBP, deem it advisable and generally to the advantage and welfare of all three entities that DLS merge with and into MWBP under and pursuant to the provisions of the Business Corporation Act of New Jersey and of the General Corporation Law of the State of Delaware.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** DLS shall be and it hereby is merged into MWBP.
2. **EFFECTIVE DATE.** This Agreement of Merger shall become effective immediately upon compliance with the laws of the States of New Jersey and Delaware, the time of such effectiveness being hereinafter called the Effective Date.
3. **SURVIVING CORPORATION.** MWBP shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of New Jersey, but the separate corporate existence of DLS shall cease forthwith upon the Effective Date.

4. **AUTHORIZED CAPITAL.** The authorized capital stock of MWBP following the Effective Date shall be ONE MILLION (1,000,000) shares of common stock, with no par value, unless and until the same shall be changed in accordance with the laws of the State of New Jersey.

5. **CERTIFICATE OF INCORPORATION.** The Certificate of Incorporation of MWBP filed with the New Jersey Department of Treasury shall be the Certificate of Incorporation of MWBP following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Incorporation or herein upon any shareholder or director or officer of MWBP or upon any other persons whomsoever are subject to the reserve power. Such Certificate of Incorporation shall constitute the Certificate of Incorporation of MWBP separate and apart from this Agreement of Merger and may be separately certified as the Certificate of Incorporation of MWBP.

6. **BYLAWS.** The Bylaws of MWBP as they exist on the effective date shall be the Bylaws of MWBP following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. **BOARD OF DIRECTORS AND OFFICERS.** The members of the Board of Directors and the officers of MWBP immediately after the effective time of the merger shall be those persons who were the members of the Board of Directors and the officers, respectively, of MWBP immediately prior to the effective time of the merger, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified.

8. **FURTHER ASSURANCE OF TITLE.** If at any time MWBP shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to MWBP any right, title, or interest of DLS held immediately prior to the Effective Date, DLS and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in MWBP as shall be necessary to carry out the purposes of this Agreement of Merger, and MWBP and the proper officers and directors thereof are fully authorized to take any and all such action in the name of DLS or otherwise.

9. **OUTSTANDING STOCK, DESIGNATIONS AND VOTING RIGHTS.** The number of issued and outstanding shares of DLS capital stock is ONE THOUSAND (1,000) shares of common stock, par value ONE CENT (\$0.01), all of which are of one class and are entitled to vote, and FIVE THOUSAND (5,000) shares of Series A Preferred Stock, par value ONE CENT (\$0.01) per share, all of which are one class and not entitled to vote. The number of issued and outstanding shares of MWBP is SIX HUNDRED FIFTY THOUSAND (650,000) shares, with no par value, all of which are of one class, are common shares and are entitled to vote.

10. **SURRENDER AND CANCELLATION OF OUTSTANDING CAPITAL STOCK OF DLS.** Forthwith upon the Effective Date, all of the issued and outstanding shares of capital stock

of DLS, including all issued and outstanding common and preferred stock, and all rights in respect thereof shall be cancelled. The holders of such certificates, being MWBP's parent and MWBP, shall be required immediately to surrender the same to be cancelled, with all currently issued and outstanding shares of MWBP evidencing ownership in MWBP as the surviving Corporation.

11. **RIGHTS AND LIABILITIES OF MWBP.** At and after the effective time of the merger, MWBP shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to DLS or whatever account shall be vested in MWBP; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of MWBP as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in DLS shall not revert or be in any way impaired by reason of the merger, but shall be vested in MWBP; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to MWBP and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and MWBP shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

12. **BOOK ENTRIES.** The merger contemplated hereby shall be treated as a pooling of interests and as of the Effective Date entries shall be made upon the books of MWBP in accordance with the following:

(a) The assets and liabilities of DLS shall be recorded at the amounts at which they are carried on the books of DLS immediately prior to the Effective Date.

(b) There shall be credited to the earned surplus account an amount equal to that carried on the earned surplus account of DLS immediately prior to the Effective Date.

13. **SERVICE OF PROCESS.** MWBP agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of DLS as well as for the enforcement of any obligation of MWBP arising from the merger, including any suit or other proceeding to enforce the right of any shareholder as determined in appraisal proceedings pursuant to the provisions of the Delaware General Corporation Law.


14. **TERMINATION.** This Agreement of Merger may be terminated and abandoned by action of the Board of Directors of DLS at any time prior to the Effective Date, whether before or after approval by the shareholders of DLS.

15. **EXPENSES AND RIGHTS OF DISSENTING SHAREHOLDERS.** MWBP shall pay all expenses of carrying this Agreement of Merger into effect and of accomplishing the merger, including amounts, if any, to which dissenting shareholders of DLS may be entitled by reason of this merger.

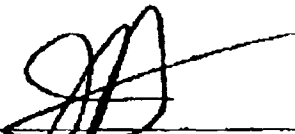
16. **SUBMISSION TO SHAREHOLDERS.** The Agreement of Merger herein made and adopted shall be submitted to the shareholders of DLS for their adoption or rejection in the manner prescribed by the provisions of the Delaware General Corporation Law.

IN WITNESS WHEREOF each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors, has caused this Agreement of Merger to be executed by an authorized officer on the date first written above.

DENTAL LEARNING SYSTEMS CO., INC.,
a Delaware corporation

BY: 
NAME: John J. Hennessy, II
TITLE: Chairman and Chief Executive Officer

MEDICAL WORLD BUSINESS PRESS, INC.,
a New Jersey corporation

BY: 
NAME: John J. Hennessy, II
TITLE: Chairman and Chief Executive Officer

CERTIFICATE OF THE ASSISTANT SECRETARY

OF

DENTAL LEARNING SYSTEMS CO., INC.

I, STEVEN RESNICK, the Assistant Secretary of Dental Learning Systems Co., Inc. (the "Company"), hereby certify that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of the Company by the Chairman and Chief Executive Officer under the corporate seal of said Company, was duly approved and adopted by written consent of the stockholders of the Company entitled to vote thereon in lieu of a meeting.

WITNESS my hand and the seal of said Company this 1 day of April, 2001.

(SEAL)



STEVEN RESNICK
Assistant Secretary

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TOTAL P. 10