

FORM PTO-1594

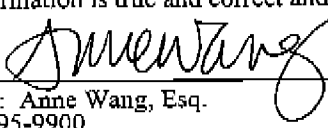
Docket No. 10/AW/0483

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Box Assignment  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Post Office Box 7068  
Pasadena, CA 91109-7068

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

<p>1. Name of conveying party(ies):</p> <p><b>Day Runner, Inc.</b> a California corporation</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Other  <input type="checkbox"/> Exists Under Laws of</p> <p>Additional name(s) of conveying party(ies) attached:</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <b>Day Runner, Inc.</b> a Delaware corporation</p> <p>Street Address: <b>2750 West Moore Avenue</b> <b>Fullerton, CA 92633</b></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Other:  <input type="checkbox"/> Exists Under Laws of</p>
<p>3. Name of conveyance:</p> <p><input type="checkbox"/> Assignment      <input checked="" type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: <b>June 16, 1993</b></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached:</p> <p>(Designation must be a separate document from Assignment). Additional name(s) &amp; address(es) attached?</p>
<p>4. A. Trademark Application No.(s)</p>	<p>4. B. Trademark Registration No.(s)</p> <p>1,938,002 1,946,378</p> <p>Additional numbers attached? no</p>
<p>5. Please return the recorded document and address all correspondence to:</p> <p><b>CHRISTIE, PARKER &amp; HALE, LLP</b> P.O. Box 7068 Pasadena, CA 91109-7068 Attention: <b>Anne Wang</b></p>	<p>6. Total number of applications or registrations involved..... <span style="border: 1px solid black; padding: 2px;">2</span></p> <p>7. <input type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to <b>Deposit Account No. 03-1728</b>, except for payment of issue fees required under 37 CFR § 1.118. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p> <p>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.</p> <p>Date: September 24, 2001</p> <p>By </p> <p>Name: <b>Anne Wang, Esq.</b> <b>626/795-9900</b></p> <p>Total number of pages including cover sheet, attachments, and documents <span style="border: 1px solid black; padding: 2px;">5</span></p>	<p>KAW PAS342186.1--9/24/01 10.03 AM</p>

TRADEMARK

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made as of June 16, 1993 by and between Day Runner, Inc., a California corporation ("Day Runner California"), and Day Runner, Inc., a Delaware corporation ("Day Runner Delaware"). Day Runner California and Day Runner Delaware are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. Day Runner Delaware is a corporation duly organized and existing under the laws of the State of Delaware.

B. Day Runner California is a corporation duly organized and existing under the laws of the State of California.

C. On the date of this Merger Agreement, Day Runner Delaware has authority to issue 50,000,000 shares of Common Stock, par value \$0.001 per share, of which ten shares are issued and outstanding and owned by Day Runner California, and 1,000,000 shares of Preferred Stock, par value \$0.001 per share, of which no shares are issued and outstanding.

D. On the date of this Merger Agreement, Day Runner California has authority to issue 50,000,000 shares of Common Stock, without par value, of which 5,673,075 shares are issued and outstanding, and 1,000,000 shares of Preferred Stock, without par value, of which no shares are issued or outstanding.

E. The respective Boards of Directors of Day Runner Delaware and Day Runner California have determined that, for the purpose of effecting the reincorporation of Day Runner California in the State of Delaware, it is advisable and to the advantage of such corporations and their respective shareholders that Day Runner California merge with and into Day Runner Delaware upon the terms and conditions herein provided.

F. The respective Boards of Directors of Day Runner Delaware and Day Runner California have approved this Merger Agreement and have directed that this Merger Agreement be submitted to the vote of their respective shareholders.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Day Runner California shall merge with and into Day Runner Delaware on the following terms, conditions and other provisions.

**I. TERMS AND CONDITIONS**

1.1. *Merger.* Day Runner California shall be merged with and into Day Runner Delaware (the "Merger"), and Day Runner Delaware shall be the surviving corporation, effective upon the date this Merger Agreement is made effective in accordance with applicable law (the "Effective Date").

1.2. *Succession.* Upon the Effective Date, the separate existence of Day Runner California shall cease and Day Runner Delaware shall succeed to all of the rights, privileges, powers and

property of Day Runner California 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 Day Runner California.* Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof or the Constituent Corporations, each share of Common Stock of Day Runner California issued and outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Common Stock, par value \$0.001 per share, of Day Runner Delaware.

1.4. *Common Stock of Day Runner Delaware.* Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof or the Constituent Corporations, each share of Common Stock of Day Runner Delaware issued and outstanding immediately prior thereto shall automatically be cancelled and returned to the status of an authorized but unissued share.

1.5. *Stock Certificates.* Upon and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of Common Stock of Day Runner California shall be deemed for all purposes to evidence ownership of and to represent the shares of Common Stock of Day Runner Delaware into which the shares of Common Stock of Day Runner California represented by such certificates have been converted in the Merger. The registered owner on the books and records of Day Runner Delaware or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to Day Runner Delaware or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of Common Stock of Day Runner Delaware evidenced by such outstanding certificate as provided above.

1.6. *Options.* Upon the Effective Date, Day Runner Delaware will assume and continue all of Day Runner California's stock option plans, including but not limited to Day Runner California's Amended and Restated 1986 Stock Option Plan, and the outstanding and unexercised portions of all options and rights to purchase Common Stock of Day Runner California shall be converted into and become options or rights to purchase the same number of shares of Common Stock of Day Runner Delaware at the same exercise price and upon the same terms and subject to the same conditions as set forth in the agreements entered into by Day Runner California pertaining to such options and rights, as such agreements are in effect at the Effective Date. Upon the Effective Date, Day Runner Delaware will assume the outstanding and unexercised portions of such options and rights and all obligations of Day Runner California with respect thereto.

1.7. *Employee Stock Purchase Plan.* Upon the Effective Date, Day Runner Delaware will assume and continue Day Runner California's Employee Stock Purchase Plan, and any and all outstanding rights to purchase shares of Common Stock of Day Runner California shall be converted into and become rights to purchase shares of Common Stock of Day Runner Delaware with no changes in the terms of such Employee Stock Purchase Plan being required.

1.8. *Other Employee Benefit Plans.* Upon the Effective Date, Day Runner Delaware will assume all obligations of Day Runner California under any and all employee benefit plans in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

1.9. *Warrants.* Upon the Effective Date, each of the warrants to purchase shares of Common Stock of Day Runner California which is outstanding immediately prior to the Effective Date shall be converted into and become a warrant to purchase the same number of shares of Common Stock of Day Runner Delaware at the same exercise price and upon the same terms and subject to the same conditions as set forth in each of such respective warrants as in effect at the Effective Date. Upon the

Effective Date, Day Runner Delaware will assume the outstanding and unexercised portions of such warrants and all obligations of Day Runner California with respect thereto.

1.10. *Reservation of Shares.* Upon the Effective Date, an aggregate number of shares of Common Stock of Day Runner Delaware shall be reserved for issuance upon the exercise of options, stock purchase rights and warrants equal to the aggregate number of shares of Common Stock of Day Runner California so reserved immediately prior to the Effective Date.

## II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1. *Certificate of Incorporation and Bylaws.* The Certificate of Incorporation of Day Runner Delaware as in effect immediately prior to the Effective Date shall continue in full force and effect thereafter as the Certificate of Incorporation of Day Runner Delaware without change or amendment, until such Certificate of Incorporation is duly amended in accordance with the provisions thereof and applicable law. The Bylaws of Day Runner Delaware in effect immediately prior to the Effective Date shall continue in full force and effect thereafter as the Bylaws of Day Runner Delaware without change or amendment, until such Bylaws are duly amended in accordance with the provisions thereof and applicable law.

2.2. *Directors.* The directors of Day Runner Delaware immediately prior to the Effective Date shall upon the Effective Date remain the directors of Day Runner Delaware and shall serve until the next annual meeting of shareholders of Day Runner Delaware and until their successors are duly elected and qualified or until their earlier resignation, removal or death.

2.3. *Officers.* The officers of Day Runner California shall become officers of Day Runner Delaware upon the Effective Date and shall serve until their successors are duly elected and qualified or their earlier resignation, removal or death.

## III. MISCELLANEOUS

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

3.2. *Amendment.* At any time before or after approval by the shareholders of the Constituent Corporations and subject to applicable law, this Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of Day Runner California and Day Runner Delaware to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement; provided, however, that an amendment made subsequent to the adoption of this Merger Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation; (2) alter or change any

term of the Certificate of Incorporation of Day Runner Delaware to be effected by the Merger; or (3) alter or change any of the terms and conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of either Constituent Corporation.

3.3. *Abandonment.* At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Day Runner California or Day Runner Delaware or both, notwithstanding the approval of this Merger Agreement by the shareholders of Day Runner California and Day Runner Delaware.

3.4. *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

3.5. *Counterparts.* In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Boards of Directors of Day Runner California and Day Runner Delaware, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

DAY RUNNER, INC.,  
a California corporation

By: Mark A. Vidovich  
Mark A. Vidovich, Chairman of the  
Board and Chief Executive Officer

ATTEST:

Dennis K. Marquardt  
Dennis K. Marquardt, Secretary

DAY RUNNER, INC.,  
a Delaware corporation

By: Mark A. Vidovich  
Mark A. Vidovich, Chairman of the  
Board and Chief Executive Officer

ATTEST:

Dennis K. Marquardt  
Dennis K. Marquardt, Secretary