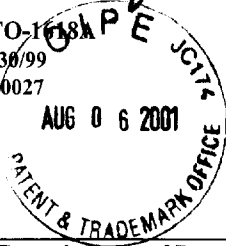


FORM PTO-1018
Expires 06/30/99
OMB 0651-0027



08-13-2001



101809637

Department of Commerce
Patent and Trademark Office
E-MARK

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
- 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Human Events Publishing, Inc.

Execution Date
Month Day Year
06/30/1999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Maryland

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Eagle Publishing, Inc.

DBA/AKA/TA _____

Address (line 1) One Massachusetts Avenue, N.W.

Address (line 2) _____

Address (line 3) Washington D.C. 20001

City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Maryland

FOR OFFICE USE ONLY

Public 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

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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 (202) 672-5300
Name Norman J. Rich
Address (line 1) Foley & Lardner
Address (line 2) 3000 K Street, N.W., Suite 500
Address (line 3) Washington, D.C. 20007-5109
Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document
Including any attachments. # 3

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).

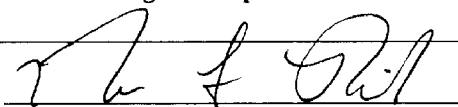
SEE ATTACHED EXHIBIT A

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------|--|--|------------------------|--|--|
| | | | 1902669 | | |
| | | | | | |
| | | | | | |

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41); \$ 40.00
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: # 19-0741
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.

Norman J. Rich  7/27/2001
Name of Person Signing Signature Date

ARTICLES OF MERGER
MERGING
EAGLE PUBLISHING, INC., A MARYLAND CORPORATION
INTO
HUMAN EVENTS PUBLISHING, INC., A MARYLAND CORPORATION

6/30/99 APPROVED FOR BY 340 P

THESE ARTICLES OF MERGER, dated this 30th day of June, 1999, pursuant to Section 3-109 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended, are entered into by and among the corporations named in Article FIRST below.

FIRST: The name and place of incorporation of each party to these Articles of Merger are (a) Eagle Publishing, Inc. ("Eagle"), a corporation organized under the general laws of the State of Maryland, and (b) Human Events Publishing, Inc. ("Human Events"), a corporation organized under the general laws of the State of Maryland (hereinafter sometimes referred to together as the "Constituent Corporations"). Human Events shall be the successor corporation.

SECOND: The Constituent Corporations have agreed to merge, and the terms and conditions of said merger, the mode of carrying the same into effect and the manner and basis of converting or exchanging the shares of issued stock of each of the Constituent Corporations into different stock or other consideration, and the manner of dealing with any issued stock of the Constituent Corporations not to be so converted or exchanged, are and shall be as set forth in these Articles of Merger.

THIRD: The terms and conditions of the transaction set forth herein were advised, authorized and approved by Eagle in the manner and by the vote required by its Charter and the laws of the State of Maryland, the manner of approval being as follows:

The Board of Directors of Eagle, pursuant to a unanimous written consent, duly adopted a resolution declaring that a merger with Human Events was advisable on substantially the terms and conditions set forth in such resolution, and duly authorized, approved and directed submission of the merger to the shareholders of Eagle for approval. The merger was duly submitted to and approved by the written consent of the sole shareholder of Eagle.

FOURTH: The terms and conditions of the transaction set forth herein were advised, authorized and approved by Human Events in the manner and by the vote required by its Charter and the laws of the State of Maryland, the manner of approval being as follows:

The Board of Directors of Human Events, pursuant to a unanimous written consent, duly adopted a resolution declaring that a merger with Eagle was advisable on substantially the terms and conditions set forth in such resolution, and duly authorized, approved and directed

submission of the merger to the shareholders of Human Events for approval. The merger was duly submitted to and approved by the unanimous written consent of the shareholders of Human Events.

FIFTH: The principal office of Eagle in the State of Maryland is located in Montgomery County. The principal office of Human Events in the State of Maryland is located in Montgomery County. Eagle owns no interest in land in the State of Maryland.

SIXTH: (a) The total number of shares of stock of all classes which Eagle has authority to issue is two million (2,000,000), all of one class, namely common stock, par value \$0.01 per share ("Eagle Stock"). The aggregate par value of all the shares of Eagle Stock is Twenty Thousand and No/100 Dollars (\$20,000.00).

(b) The total number of shares of stock of all classes which Human Events has authority to issue is five thousand (5,000), all of one class, namely common stock, par value \$1.00 per share ("Human Events Stock"). The aggregate par value of all the shares of Human Events Stock is Five Thousand and No/100 Dollars (\$5,000.00).

SEVENTH: At the Effective Time (as defined below) the manner and basis of converting or exchanging the issued stock of each of the Constituent Corporations into different stock or other consideration and the treatment of any issued stock of the Constituent Corporations not to be so converted or exchanged on the Effective Date shall be as follows: Each share of Eagle Stock which shall be issued and outstanding on the Effective Date shall, by virtue of the merger and without any action on the part of the shareholders, be converted at the Effective Time into four one-thousandths (.004) of a share of Human Events Stock, which shall be fully paid and nonassessable.

EIGHTH: The Charter of Human Events is hereby amended as follows, which amendment was advised by the Board of Directors of Human Events and approved by the shareholders of Human Events:

Article SECOND is struck in its entirety and the following is substituted in lieu thereof:


SECOND: The name of the corporation (hereinafter referred to as the "Corporation") is: Eagle Publishing, Inc.

NINTH: The merger provided for by these Articles of Merger shall become effective and the separate existence of Eagle shall cease upon the filing of these Articles with the Maryland State Department of Assessments and Taxation on June 30, 1999 (the "Effective Time").

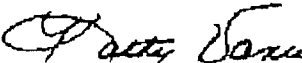
IN WITNESS WHEREOF, The Constituent Corporations have caused these Articles of Merger to be signed and sealed in their respective corporate names and on their behalf by their respective Presidents, and witnessed or attested by their respective Assistant Secretaries, this 30th day

of June, 1999, and the respective Presidents acknowledge that these Articles of Merger are the act and deed of the Constituent Corporations and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of their knowledge, information and belief.

ATTEST:


Kathy Vance, Assistant Secretary

ATTEST:


Kathy Vance, Assistant Secretary

EAGLE:

Eagle Publishing, Inc.

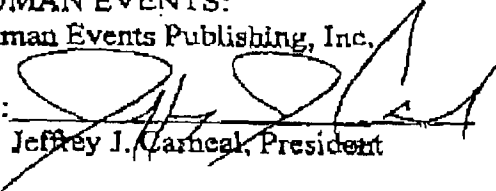
By:


Jeffrey J. Carneal, President

HUMAN EVENTS:

Human Events Publishing, Inc.

By:


Jeffrey J. Carneal, President

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