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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

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

1. Name of conveying party(ies): 8-6-07 Architects First Source Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Indiana [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Construction Market Data Group, Inc Internal Address: Tax Dept. Street Address: 275 Washington Street City: Newton State: MA Zip: 02458 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] 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 [x] No

3. Nature of conveyance: [ ] Assignment [x] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: September 30, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1850313 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Renee Simonton Internal Address: Reed Elsevier Intellectual Property Management Street Address: 1105 North Market Street Suite 912 City: Wilmington State: DE Zip: 19801

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [ ] 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. Renee Simonton [Signature] 8/1/01 [Date] Name of Person Signing Signature Date

08/13/2001 00000059-1050313 40.00 OP

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002346 FRAME: 0327

State of Indiana  
Office of the Secretary of State

CERTIFICATE OF MERGER  
of  
CONSTRUCTION MARKET DATA GROUP, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Certificate of Merger of the above Delaware For-Profit Foreign Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

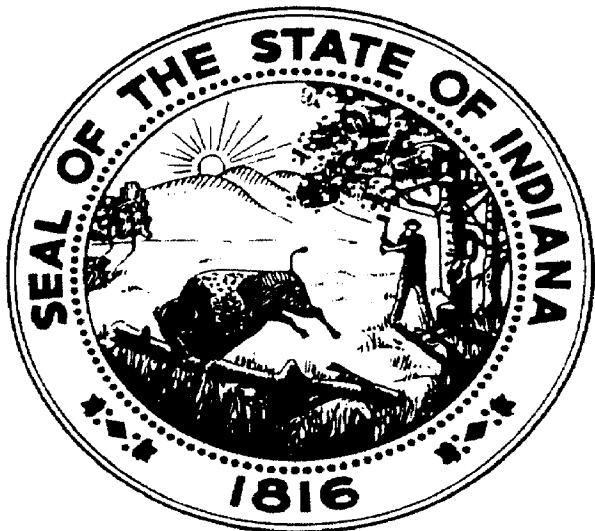
The following non-surviving entity(s):

**ARCHITECTS' FIRST SOURCE, INC.**  
a(n) For-Profit Domestic Corporation

merged with and into the surviving entity:

**CONSTRUCTION MARKET DATA GROUP, INC.**

NOW, THEREFORE, with this document I certify that said transaction will become effective Saturday, September 30, 2000.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 29, 2000.

*Sue Anne Gilroy*

SUE ANNE GILROY,  
SECRETARY OF STATE

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**ARTICLES OF MERGER**

Merging Architect's First Source, Inc. 1991120773  
with and into Construction Market Data Group, Inc. 1997110051

FILED  
CLERK  
INDIANA  
DEPT. OF REVENUE  
INDIANAPOLIS, INDIANA  
OCT 1 2000

(Pursuant to Section 23-1-40-5 of the Indiana Business Corporation Law)

Construction Market Data Group, Inc, a corporation incorporated under the laws of the State of Delaware on September 24, 1996 (hereinafter the "Corporation"), pursuant to the provisions of the Business Corporation Law of the State of Indiana, does hereby certify that:

**FIRST:** Attached hereto is a full and complete copy of the Agreement and Plan of Merger entered into as of the 25<sup>th</sup> day of September, 2000, by and between Architect's First Source, Inc. ("Architects"), an Indiana corporation, and the Corporation, in connection with the merger of Architects with and into the Corporation, and that the same has not been modified or rescinded and remains in full force and effect on the date hereof; and

**SECOND:** The merger of Architects with and into the Corporation has been undertaken in accordance with Section 23-1-40-4 of the Indiana Business Corporation Law and Section 253 of the Delaware General Corporation Law. Pursuant to such provisions, the approval of the respective sole shareholders of each of Architects and the Corporation is not required in connection with such merger; and

**THIRD:** The Corporation may be served with process in the State of Indiana in any proceeding for enforcement of any obligation of Architects arising from the merger or otherwise, and hereby irrevocably appoints the Indiana Secretary of State as its agent to accept service of process in any such suit or other proceeding and agrees that service of such process may be made by personally delivering to and leaving with the Secretary of State of the State of Indiana duplicate copies of such process; and hereby authorizes the Secretary of State of the State of Indiana 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 Indiana 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 Corporation has caused these Articles of Merger to be  
ted by an authorized officer of the Corporation, as of the 25<sup>th</sup> day of September 2000.

**CONSTRUCTION MARKET  
DATA GROUP, INC.**

By:   
Name: Arol Wolford  
Title: President

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is entered into as of the 25<sup>th</sup> day of September 2000 to become effective on the Effective Date (as hereinafter defined), by and among Architect's First Source, Inc., an Indiana corporation (herein "Architects") and Construction Market Data Group, Inc., a Delaware corporation (herein "CMDG").

### WITNESSETH:

**WHEREAS**, Architects, a wholly-owned subsidiary of CMDG, is a corporation duly organized and validly existing under the laws of the State of Indiana and has an authorized capitalization consisting of 1,000,000 shares of common stock, no par value per share, of which 59,000 shares are 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 regards, and subject to the approval of the respective sole shareholders of Architects and CMDG, if and as required by the Business Corporation Law of Indiana and the General Corporation Law of Delaware (the "Corporation Laws"), the respective Boards of Directors of Architects and CMDG, as necessary under the Corporation Laws, deem it advisable and in the best interests of such corporations to merge Architects 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, Architects 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 Architects (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.** Architects 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 Corporation Laws.
9. **Effective Date.** The Articles of Merger (as required by the Indiana Business 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 the Certificate of Ownership and Merger have been filed with the Indiana Secretary of State and the Delaware Secretary of State, respectively, on or before such date.

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 Architects 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 Indiana and the filing of the Certificate of Ownership and Merger with the Secretary of State of Delaware, by an instrument in writing signed by an authorized officer of each of Architects and CMDG, and upon authorization by the Boards of Directors of Architects 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 Architects and CMDG, and upon authorization by the respective Boards of Directors of Architects and CMDG, if and as required by the Corporation Laws, provided that no amendment shall be so made which is materially adverse to the respective sole shareholders of Architects 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.