

10-25-2001

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To the Honorable Commissioner of Pa



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Attached original

10-04-2001

U.S. Patent & TMOs/TM Mail Report #8:

1. Name of conveying party(ies):

Computer Adaptive Technologies, Inc.  
(An Illinois Corporation)

10-4-6

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

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

3. Nature of conveyance:

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

Execution Date: July 31, 1997

2. Name and address of receiving party(ies):

Name: Computer Adaptive Technologies, Inc.

Internal Address:

Street Address: 1007 Church Street

City: Evanston State: IL ZIP: 60201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- 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  No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,937,941

Additional numbers attached?  Yes  No

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

Name: Victoria Garbe

Internal Address: Houghton Mifflin Company

Street Address: 222 Berkeley Street

City: Boston State: MA ZIP: 02116

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.

Paul D. Weaver, Sr. Vice President & General Counsel

Name of Person Signing

*Paul D. Weaver*  
Signature

9/22/01  
Date

Total number of pages comprising cover sheet

1

*State of Delaware*  
*Office of the Secretary of State*

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"COMPUTER ADAPTIVE TECHNOLOGIES, INC.", A ILLINOIS CORPORATION,

WITH AND INTO "COMPUTER ADAPTIVE TECHNOLOGIES, INC." UNDER THE NAME OF "COMPUTER ADAPTIVE TECHNOLOGIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTEENTH DAY OF AUGUST, A.D. 1997, AT 9 O'CLOCK A.M.

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



*Edward J. Freel*

*Edward J. Freel, Secretary of State*

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AUTHENTICATION:

8606121

DATE:

08-14-97

**TRADEMARK**  
**REEL: 002389 FRAME: 0057**

**CERTIFICATE OF OWNERSHIP AND MERGER  
OF  
COMPUTER ADAPTIVE TECHNOLOGIES, INC.  
(An Illinois Corporation)  
INTO  
COMPUTER ADAPTIVE TECHNOLOGIES, INC.  
(A Delaware Corporation)**

Computer Adaptive Technologies, Inc., a corporation duly organized and existing under the laws of the State of Illinois (the "Company") DOES HEREBY CERTIFY:

**FIRST:** That the Company was incorporated on May 7, 1990, pursuant to the Business Corporation Act of 1983 of the State of Illinois, the provisions of which permit the merger of a corporation of another state and a corporation organized and existing under the laws of said state.

**SECOND:** That the Company owns all of the issued and outstanding stock of Computer Adaptive Technologies, Inc., a corporation incorporated on July 29, 1997, pursuant to the General Corporation Law of the State of Delaware ("CAT-Delaware").

**THIRD:** That the shareholders and directors of the Company, by unanimous written consent, duly adopted the following recitals and resolutions, approving the merger of the Company with and into its wholly-owned subsidiary, CAT-Delaware:

WHEREAS, the Company deems it desirable and in its best interests to effect a reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code, as amended by merging itself with and into Computer Adaptive Technologies, Inc., a Delaware corporation and wholly owned subsidiary of the Company ("CAT-Delaware"), pursuant to the terms of the Plan of Merger set for on Exhibit A attached hereto and made a part hereof (the "Plan of Merger").

NOW, THEREFORE, BE IT RESOLVED: That the Company does hereby merge itself with and into CAT-Delaware, pursuant to the Plan of Merger.

FURTHER RESOLVED: That the appropriate officers of the Company are hereby authorized, directed and empowered, in the name and on behalf of the Company, to execute, deliver and file, or cause to be filed (i) with the Delaware Secretary of State, a Certificate of Ownership and Merger setting forth the terms of the merger approved herein, and (ii) with the Illinois Secretary of State, Articles of Merger.

FURTHER RESOLVED: That the appropriate officers of the Company are hereby authorized, empowered and directed, in the name and on behalf of the Company, to take such steps, and do all acts and things, including, without limitation, the execution, delivery and filing of any and all

documents, agreements, certificates or instruments, as are or may become necessary of appropriate to effect the merger of the Company with and into CAT-Delaware.

FOURTH: That the proposed merger has been approved and adopted by the unanimous written consent of the board of directors and shareholders of the Company in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, said Computer Adaptive Technologies, Inc., an Illinois corporation, has caused this Certificate of Ownership and Merger to be signed by its President Richard Gershon, this 31<sup>st</sup> day of July, 1997.

COMPUTER ADAPTIVE TECHNOLOGIES, INC.  
(an Illinois corporation)

By: Richard Gershon  
Richard Gershon, President

CHGO05A (07549-00001-1) 307397

**Exhibit A**

**PLAN OF MERGER**

This Plan of Merger ("Agreement") is made as of July 31, 1997 by and between Computer Adaptive Technologies, Inc., an Illinois corporation ("Terminating Corporation") and Computer Adaptive Technologies, Inc., a Delaware corporation (the "Surviving Corporation"), such two corporations together being herein sometimes called the "Constituent Corporations".

**RECITALS:**

A. The merger is intended to qualify as a reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code, as amended.

B. Surviving Corporation is a corporation duly organized and existing under the law of the State of Delaware, and is a wholly owned Subsidiary of the Terminating Corporation.

C. Terminating Corporation is a corporation duly organized and existing under the law of the State of Illinois and is the owner of all of the issued and outstanding shares of the Surviving Corporation.

D. Surviving Corporation has an authorized capitalization consisting of 1,000,000 common shares with a par value of \$.001 per share of which 1,000 shares are issued and outstanding.

E. Terminating Corporation has an authorized capitalization of 100,000 common shares without par value of which 1,000 shares are issued and outstanding.

F. The respective Boards of Directors of the Constituent Corporations have determined that it is advisable that the Terminating Corporation should be merged into Surviving Corporation on the terms and conditions hereinafter set forth:

**AGREEMENT:**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

**ARTICLE I**

1.1 On the "Effective Date" (defined in Section 1.2), the Terminating Corporation shall be merged into Surviving Corporation (such Merger being herein referred to as the "Merger"). Upon effectiveness of the Merger, the separate existence of the Terminating Corporation shall cease and the Surviving Corporation shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under the General Corporation Law of the State of Delaware ("GCL").

1.2 The Merger shall become effective upon filing with the Secretary of State ("Effective Date").

## **ARTICLE II**

2.1 The Certificate of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall be its Certificate of Incorporation.

Such Certificate of Incorporation of the Surviving Corporation shall continue to be its Certificate of Incorporation until the same shall be further altered or amended.

2.2 The By-Laws of the Surviving Corporation in effect immediately prior to the Effective Date shall be and remain the By-Laws of the Surviving Corporation until the same shall be altered, amended and repealed.

2.3 The directors and officers of the Surviving Corporation in office on the Effective Date shall continue in office and shall constitute the directors and officers of the Surviving Corporation for the term elected until their respective successors shall be elected or appointed and shall have qualified.

## **ARTICLE III**

3.1 Immediately upon the Effective Date without limiting the force and effect of any applicable provisions of the Business Corporation Act of 1983 of the State of Illinois ("BCA") or the GCL with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, franchises, patents, trade secrets and confidential information, trademarks, licenses, registrations and all other legal rights and assets of every kind and description of the Terminating Corporation, whether tangible or intangible shall be automatically transferred to, vested in and devolve upon the Surviving Corporation without further act or deed; and all property, rights and every other interest of the Surviving Corporation and the Terminating Corporation shall be as effectively the property of the Surviving Corporation as they theretofore were of the Surviving Corporation and the Terminating Corporation, respectively. The Terminating Corporation and its directors and officers hereby agree from time to time as and when requested by the Surviving Corporation or by its successors or assigns to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation, title to and possession of any and all property of such Terminating Corporation and otherwise to carry out all the intents and purposes hereof. The proper officers and directors of the Constituent Corporations are hereby fully authorized in the name and on behalf of the Constituent Corporations, respectively, to take any and all such actions.

3.2 Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the GCL or the BCA with respect to the legal effect of the Merger, all of the contracts and agreements to which the Terminating Corporation is a party shall be automatically assumed by the Surviving Corporation.

3.3 Each of the Constituent Corporations hereby represents and warrants that it is not a party, jointly or severally, to any contract or agreement the terms of which would be violated or breached by it upon execution and consummation of this Agreement and that this Agreement is enforceable against each of the Constituent Corporations in accordance with its terms.

3.4 Surviving Corporation shall be responsible and liable for all liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or Surviving Corporation may be substituted in the place of the Terminating Corporation, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger. Surviving Corporation shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of the Terminating Corporation.

#### ARTICLE IV

The manner and basis of converting the shares of stock of the Terminating Corporation into shares of stock of the Surviving Corporation shall be as follows:

4.1 Each issued and outstanding share of stock of the Surviving Corporation, issued and outstanding immediately prior to the Effective Date shall be cancelled on the Effective Date, and no payment shall be made with respect thereto.

4.2 Each issued and outstanding share of stock of the Terminating Corporation, issued and outstanding immediately prior to the Effective Date shall be changed and converted, without any action on the part of the holder thereof, into One Thousand (1,000) fully paid and non-assessable common shares of the common stock of the Surviving Corporation.

4.3 Each owner of an outstanding certificate or certificates, which prior to the Effective Date represented shares of the Terminating Corporation shall be entitled, upon surrender of such certificate or certificates to the Surviving Corporation, to receive in exchange therefor a certificate or certificates representing the number of common shares of the Surviving Corporation into which the shares of the Terminating Corporation theretofore represented by the surrendered certificate or certificates shall have been changed and converted as herein provided. Until so surrendered, the outstanding certificates which had represented common shares of the Terminating Corporation shall be deemed and treated for all corporate purposes to represent the

ownership of common shares of the Surviving Corporation as though said surrender and exchange had taken place.

#### **ARTICLE V**

The Surviving Corporation shall pay all expenses incurred in connection with the Merger.

#### **ARTICLE VI**

Each of the Constituent Corporations shall take or cause to be taken all actions or do or cause to be done all things necessary, proper or advisable under the laws of the State of Illinois and the laws of the State of Delaware to consummate and make effective the Merger, subject however to the appropriate consent of the shareholders of each of the Constituent Corporations in accordance with the requirements of the applicable provisions of the laws of the State of Illinois and Delaware.

#### **ARTICLE VII**

This Agreement of Merger shall be binding upon and inure to the benefit of all of the parties hereto and their respective successors in interest.

#### **ARTICLE VIII**

Notwithstanding anything herein to the contrary, this Agreement may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the date of filing the required Certificate of Merger.

#### **ARTICLE IX**

The Board of Directors of the Surviving Corporation may amend modify and supplement this Agreement in such a manner as it may determine at any time before or after approval and adoption hereof by the shareholders of the Constituent Corporations provided, however, that after favorable action by the shareholders of the Surviving Corporation no such amendment, modification or supplement shall affect the rights of such shareholders in any manner which is materially adverse to such shareholders in the judgment of the Board of Directors.