



09-18-2002



102225040 .ET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 9.18.02

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc

Merger Effective Date
Month Day Year
12/30/1993

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership
 Corporation Association

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.)

Other

Citizenship/State of Incorporation/Organization

09/17/2002 GTOW11 00000093 P127412

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40.00 DP

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002583 FRAME: 0307

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the Recordation Cover Sheet, including any attachments. #

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)

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2127412"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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: #

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, Esq.
Name of Person Signing


Signature

9/12/2002
Date Signed

STATE OF MARYLAND

267261

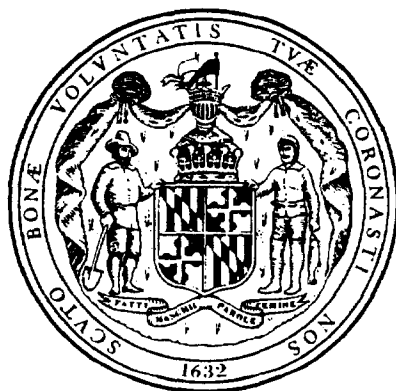
DEPARTMENT OF
ASSESSMENTS AND TAXATION

301 West Preston Street Baltimore, Maryland 21201

DATE: DECEMBER 30, 1993

THIS IS TO ADVISE YOU THAT THE ARTICLES OF MERGER FOR
PHILLIPS PUBLISHING INTERNATIONAL, INC. (MD) (SURVIVOR) AND MONTROSE
PUBLISHING, INC. (MD) (MERGING OUT)
WERE RECEIVED AND APPROVED FOR RECORD ON DECEMBER 30, 1993 AT 9:38 AM

FEE PAID: 79.00



JOSEPH V. STEWART
CHAPTER SPECIALIST

AT5-031

ARTICLES OF MERGER

THESE ARTICLES OF MERGER, dated this 19 day of December 1993, 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 Phillips Publishing International, Inc., a Maryland corporation ("Parent"), and Montrose Publishing, Inc., a Maryland corporation and wholly-owned subsidiary of Parent ("Montrose").

SECOND: Parent and Montrose have agreed to merge, with Parent being the surviving corporation, and the terms and conditions of said merger, the mode of carrying the same into effect and the manner and basis of converting the shares of Montrose into shares, rights, obligations or other securities of the surviving corporation or of any other corporation or, in whole or in part, into cash or other property are and shall be set forth herein.

THIRD: Pursuant to Sections 3-105 and 3-106 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Code"), the Board of Directors of Parent, by unanimous written consent dated December 19, 1993, duly adopted preambles and resolutions declaring that a merger ("Merger") substantially upon the terms and conditions set forth in these Articles of Merger was deemed advisable, and duly authorized and approved the Plan of Merger as required by the Charter of Parent and the laws of the State of Maryland.

FOURTH: Pursuant to Sections 3-105 and 3-106 of the Code, the Board of Directors of Montrose, by unanimous written consent dated December 19, 1993, duly adopted preambles and resolutions declaring that the Merger substantially upon the terms and conditions set forth in these Articles of Merger was deemed advisable, and duly authorized and approved the Plan as required by the Charter of Montrose and the laws of the State of Maryland.

FIFTH: The principal office of Parent in the State of Maryland is located in Montgomery County. The principal office of Montrose in the State of Maryland is located in Montgomery County.

SIXTH: None of the parties to these Articles of Merger owns an interest in land in the State of Maryland.

SEVENTH: No amendment is made to the Articles of Incorporation of Parent as part of the Merger.

EIGHTH: (a) Parent has the authority to issue shares of one (1) class of stock, namely twenty million (20,000,000) shares of Common Stock, One Cent (\$.01) par value (the "Parent Stock"), of

12/30/93

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which nine million six hundred thousand (9,600,000) shares are presently issued and outstanding.

(b) Montrose has authority to issue shares of one class of stock, namely twenty million (20,000,000) shares of Common Stock, One Cent (\$0.01) par value (the "Montrose Stock"), of which nine million eight hundred thousand (9,800,000) shares are presently issued and outstanding, owned entirely by Parent.

NINTH: On the Effective Date the following shall occur with respect to the Montrose Stock and the Parent Stock:

(a) Each share of Montrose Stock which (i) is issued and outstanding, (ii) remains unissued or (iii) is held in its Treasury on the Effective Date shall be cancelled without consideration.

(b) Each share of Parent Stock which is issued and outstanding on the Effective Date shall remain issued and outstanding.

TENTH: Upon the Effective Date:

(a) All of the assets and liabilities of Montrose shall be taken up on the books of Parent at the amount at which they shall at that time be carried on the books of Montrose, subject to such adjustments, if any, as may be necessary to conform to Parent's accounting procedures, and

(b) All property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Montrose shall be transferred to, vested in and devolve upon Parent without further act or deed except as required by law, and all property, rights and every other interest of Parent and Montrose shall be as effectively the property of Parent as they were of Montrose; provided, however, that all rights of creditors and all liens upon any property of Montrose shall be preserved unimpaired, and all debts, liabilities and duties of Montrose shall thenceforth attach to Parent, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contemplated by it.

(c) The Bylaws of Parent as they shall exist on the Effective Date shall be and remain the Bylaws of Parent until the same be altered, amended or repealed as therein provided.

(d) The directors and officers of Parent shall continue as directors and officers of Parent until the next annual meeting of shareholders and until their successors shall have been elected and qualified or until their earlier resignation, removal from office or death.

ELEVENTH: The merger provided for by these Articles of Merger shall become effective and the separate existence of Montrose, except insofar as continued by statute, shall cease on the 1st day of January, 1994 (the "Effective Date"), after these Articles of Merger, executed, acknowledged, sealed and verified by Montrose and Parent are filed for record with the Maryland State Department of Assessments and Taxation, as required by the laws of the State of Maryland.

ATTEST:

Jan R. Phillips
Jan R. Phillips,
Secretary

PHILLIPS PUBLISHING
INTERNATIONAL, INC.

By: Thomas L. Phillips (SEAL)
Thomas L. Phillips,
President

ATTEST:

Jan R. Phillips
Jan R. Phillips,
Secretary

MONTROSE PUBLISHING, INC.

By: Thomas L. Phillips (SEAL)
Thomas L. Phillips,
President

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The undersigned, Assistant Secretary of Phillips Publishing International, Inc., hereby acknowledges, in the name of and on behalf of such corporation, that the foregoing Articles of Merger are the corporate act of such corporation and further certifies under penalties of perjury that, to the best of her knowledge, information and belief, the matters and facts set forth herein with respect to the approval thereof are true in all material respects.

M. Phyllis Merrill
M. Phyllis Merrill
Assistant Secretary

The undersigned, Assistant Secretary of Montrose Publishing, Inc., hereby acknowledges, in the name of and on behalf of such corporation, that the foregoing Articles of Merger are the corporate act of such corporation and further certifies under penalties of perjury that, to the best of her knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects.

3

M. Phyllis Merrill
M. Phyllis Merrill
Assistant Secretary