

11-27-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102295044

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

1. Name of conveying party(ies):
Preferred Customer Guild, the Ltd Partnership

11-15-02

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

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

2. Name and address of receiving party(ies)
Name: Media Syndication Global Inc.
Internal Address: Michael Fiore
Street Address: 440 Park Avenue S., 6th Floor
City: NY State: NY Zip: 10016

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State New York
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 11/15/2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 1,754,629
 2,556,959

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Hall Dickler Kent Goldstein & Wood
 Internal Address: Darren Cohen

11/26/2002 TDI:AZ1 00000197 1754629

40.00 OP
25.00 OP

Street Address: 909 Third Avenue, 27th Floor
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
 Darren B. Cohen *D.B. Cohen* 11/15/2002
 Name of Person Signing Signature Date

OFFICE OF PATENT RECORDS
2002 NOV 15 AM 8:35
FINANCE SECTION

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: 002623 FRAME: 0442

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **DEC 19 2001**



A handwritten signature in cursive script, appearing to read "J. Leuch", followed by a horizontal line extending to the right.

Special Deputy Secretary of State

DOS-1266 (7/00)

1011219000192

CERTIFICATE OF MERGER
of
PREFERRED CUSTOMERS GUILD, L.P.

with and into

MEDIA SYNDICATION GLOBAL, INC.

CSC 45

Under Section 904-A of the Business Corporation Law

Pursuant to the provisions of Section 904-A of the Business Corporation Law (the "BCL"), the undersigned being the President of each of the constituent corporations hereby certify that:

FIRST: The name, jurisdiction of organization or formation, date or organization or formation and date of filing of the application of authority (if applicable) of each of the constituent entities to the merger are as follows:

<u>Name of Constituent Entity</u>	<u>Jurisdiction of Organization</u>	<u>Date of Organization or Formation</u>	<u>Date of Application of Authority to do Business in New York</u>
Media Syndication Global, Inc.	New York	March 29, 1998	N/A
Preferred Customers Guild, L.P.	Delaware	May 21, 1993	June 2, 1993

SECOND: The agreement and plan of merger was approved and executed by each of the constituent entities to the merger.

THIRD: The name of the surviving entity of the merger shall be "Media Syndication Global, Inc." and the certificate of incorporation of Media Syndication Global, Inc. shall be the certificate of incorporation of the surviving entity.

FOURTH: The effective date of the merger shall be December 31, 2001.

FIFTH: The merger is permitted by and in compliance with the laws of the State of Delaware, the jurisdiction of formation of Preferred Customers Guild, L.P.

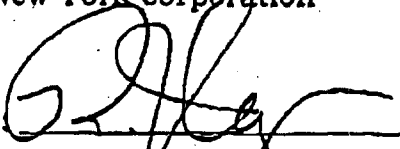
SIXTH: The Agreement and Plan of Merger is on file at the place of business of Media Syndication Global, Inc. at the following address:

Media Syndication Global, Inc.
440 Park Avenue South
New York, New York 10016

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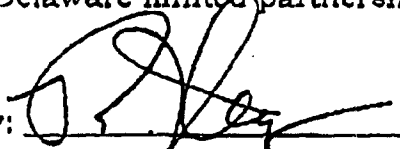
IN WITNESS WHEREOF, Preferred Customers Guild, L.P. has caused this Certificate of Merger to be duly executed this 18th day of December, 2001.

Manhattan Response Group, Inc.
a New York corporation

By: 

Name: E. John Cooper
Title: President

Preferred Customers Guild, L.P.,
a Delaware limited partnership

By: 

Name: E. John Cooper
Title: President

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 09:00 AM 12/18/2001
 010650872 - 2337395

CERTIFICATE OF MERGER
of
PREFERRED CUSTOMERS GUILD, L.P.

with and into
MEDIA SYNDICATION GLOBAL, INC.

Pursuant to Section 17-211 of the
 Delaware Revised Uniform Limited
 Partnership Act

The undersigned Media Syndication Global, Inc., a corporation organized and existing under the law of the State of New York, does hereby certify pursuant to Section 17-211 of the Delaware Revised Uniform Limited Partnership Act (the "Act") that:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities to the merger are as follows:

<u>Name of Constituent Entity</u>	<u>Jurisdiction of Formation</u>
Preferred Customers Guild, L.P.	Delaware
Media Syndication Global, Inc.	New York

SECOND: The Agreement and Plan of Merger, dated as of November 15, 2001, between Preferred Customers Guild, L.P. and Media Syndication Global, Inc., has been approved and executed by each of the constituent entities in accordance with the requirements of Section 17-211 of the Act.

THIRD: The name of the surviving entity of the merger is Media Syndication Global, Inc.

FOURTH: The effective date of the merger shall be December 31, 2001.

FIFTH: The executed Agreement and Plan of Merger is on file at an office of the surviving entity located at 440 Park Avenue South, New York, New York 10016.

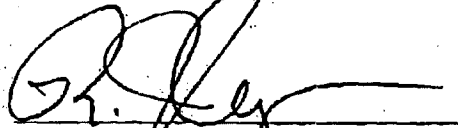
SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving entity, on request and without cost, to any member of any constituent entity.

SEVENTH: Media Syndication Global, Inc. agrees to be served with process in the State of Delaware in any action, suit or proceeding for enforcement of any obligation of Preferred Customers Guild, L.P., and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such action, suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 440 Park Avenue South, New York, New York 10016 until the surviving entity shall have hereafter designated in writing to the said Secretary of State a different address for such purpose.

IN WITNESS WHEREOF, Media Syndication Global, Inc. has caused this Certificate of Merger to be duly executed this 15th day of December, 2001.

Media Syndication Global, Inc.,
a New York corporation

By:



Name: R. John Cooper
Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered into as of November 15, 2001 between Preferred Customers Guild, L.P., a Delaware limited partnership ("PCG") and Media Syndication Global, Inc., a New York corporation ("MSG").

WHEREAS, the parties hereto have determined it to be advisable and in their respective best interests, on the terms and conditions hereinafter set forth, that PCG be merged with and into MSG, with MSG resulting as the sole surviving entity; and

WHEREAS, the interest holders of each of MSG and PCG have approved and adopted this Merger Agreement;

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties, each intending to be legally bound hereby, agree as follows:

1. PLAN OF MERGER

1.1. Merger

Upon the terms and subject to the conditions hereof, and in accordance with the provisions of the Business Corporation Law of the State of New York (the "NYBCL") and the Delaware Revised Uniform Limited Partnership Act (the "Act"), PCG shall be merged with and into MSG (the "Merger") on the Effective Date (as defined below). MSG shall be the sole surviving entity of the Merger (the "Surviving Entity"), and the separate existence of PCG will cease. The Surviving Entity shall continue its existence as a corporation under the laws of the State of New York under the name "Media Syndication Global, Inc."

1.2. Certificates of Merger; Effective Date

The parties shall file a Certificate of Merger in the State of New York in substantially the form attached hereto as Exhibit A, and a Certificate of Merger in the State of Delaware in substantially the form attached hereto as Exhibit B. The Merger shall become effective on the effective date specified in the Certificate of Merger filed with the Department of State of the State of New York (the "Effective Date").

1.3. Authority

The Merger is permitted under the laws of the jurisdictions of each party to the Merger, and each party has complied with the laws of its respective state in effecting the Merger.

1.4. Organizational Documents

The certificate of incorporation and bylaws of MSG in effect immediately prior to the Effective Date shall be the certificate of incorporation and bylaws of the Surviving Entity (subject to any subsequent amendment).

1.5. Directors and Officers

The directors and officers of MSG holding office immediately prior to the Effective Date shall continue from and after the Effective Date to hold office and shall constitute the directors and officers of the Surviving Entity for the terms elected until their successors are elected and qualified or until their earlier resignation or removal.

1.6. Effect of Merger

Each and every issued and outstanding equity interest of PCG shall, upon the Effective Date, be canceled without consideration. The 100% ownership interest of the sole shareholder of MSG shall continue unchanged as a 100% ownership interest in the Surviving Entity.

1.7. Succession to Rights and Liabilities

The Surviving Entity shall possess all of the rights, privileges and powers of PCG and MSG, and all property (real, personal and mixed) and all debts due to either PCG or MSG on whatever account, as well as all other things and causes of action belonging to each of PCG and MSG, shall be vested in the Surviving Entity, and shall thereafter be the property of the Surviving Entity as they were of each of PCG and MSG, and the title to any real property vested by deed or otherwise, under the laws of the State of New York, the State of Delaware or of any other state or jurisdiction in the United States in PCG or MSG, shall not revert or be in any way impaired by reason of the NYBCL or the Act; but all rights of creditors and all liens upon any property of PCG or MSG shall be preserved unimpaired, and all debts, liabilities and duties of PCG and MSG shall thenceforth attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

2. MISCELLANEOUS

2.1. Assignment and Binding Effect

This Merger Agreement and the rights and obligations of the parties hereunder may not be assigned by either party without the prior written consent of the other party hereto. This Merger Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators, legal representatives and assigns.

2.2. Governing Law

This Merger Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of the State of New York (excluding the choice of law rules thereof).

2.3. Addresses

Prior to the Effective Date of the Merger, the address of both MSG and PCG is 440 Park Avenue South, New York, New York 10016. The address of the Surviving Entity shall be the address of MSG.

2.4. Waiver

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Merger Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

2.5. Severability

If any part of any provision of this Merger Agreement shall be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Merger Agreement.

2.6. Further Assurances

In connection with this Merger Agreement and the transactions contemplated hereby, each party shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Merger Agreement and those transactions.

2.7. Copies; Electronic Signatures; Counterparts

Photographic and electronic copies of this Merger Agreement and signatures thereto by facsimile or other electronic means may be used in lieu of originals for any purpose. To facilitate execution, this Merger Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Merger Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

2.8. Termination or Deferral

This Merger Agreement may be terminated, or the time for the consummation of the Merger may be deferred, at any time prior to the Effective Date by MSG or by PCG.

EXHIBIT A

New York Certificate of Merger

See tab 68

Delaware Certificate of Merger

EXHIBIT B

See tab 69

State of Delaware
Office of the Secretary of State

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I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PREFERRED CUSTOMERS GUILD, H.P.", A DELAWARE LIMITED PARTNERSHIP,

WITH AND INTO "MEDIA SYNDICATION GLOBAL, INC." UNDER THE NAME OF "MEDIA SYNDICATION GLOBAL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK, AS RECEIVED AND FILED IN THIS OFFICE THE EIGHTEENTH DAY OF DECEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2001.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3470185 8100M

AUTHENTICATION: 1512721

010650872

DATE: 12-18-01

RECORDED: 11/15/2002

TRADEMARK
REEL: 002623 FRAME: 0457