

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings

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

1. Name of conveying party(ies):

School Link Network, Inc.

- 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: 12/21/2001

2. Name and address of receiving party(ies)

Name: School-Link Technologies, Inc.

Internal

Address:

Street Address: 1437 6th Street

City: Santa Monica State: CA Zip: 90407

- 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) 78/027258

B. Trademark Registration No.(s) 2545876 2424763
2420916

Additional number(s) attached Yes No

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

Name: James Walsh

Internal Address: IP Docketing

Arnold & Porter

Street Address: 555 Twelfth Street, N.W.

City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-2387

DO NOT USE THIS SPACE

9. Signature.

James Walsh

Name of Person Signing

Signature

October 24, 2003

Date

Total number of pages including cover sheet, attachments, and document:

11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$115.00 602387 78027258

FROM CORPORATION TRUST 302-655-2480

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Delaware

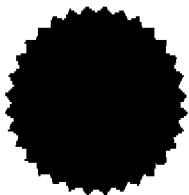
PAGE 1

The First State

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 AGREEMENT OF MERGER, WHICH MERGES:

"SCHOOL LINK NETWORK, INC.", A CALIFORNIA CORPORATION, WITH AND INTO "SCHOOL-LINK TECHNOLOGIES, INC." UNDER THE NAME OF "SCHOOL-LINK TECHNOLOGIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2001, AT 9:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE SECOND DAY OF JANUARY, A.D. 2002.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3433012 8100M

AUTHENTICATION: 2708098

030682600

DATE: 10-23-03

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FROM CORPORATION TRUST 302-655-2400

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STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 09:01 AM 12/27/2001
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Agreement of Merger of
School Link Network, Inc., a California corporation
with and into
School-Link Technologies, Inc., a Delaware corporation

THIS AGREEMENT OF MERGER ("Agreement of Merger") is entered into on December 21, 2001, by and between **SCHOOL LINK NETWORK, INC.**, a California corporation ("SLN"), and **SCHOOL-LINK TECHNOLOGIES, INC.**, a Delaware corporation ("SL-Tech"), as approved by the Board of Directors of each of said corporations:

WHEREAS, SLN has authorized capital stock consisting of 10,000,000 shares of common stock, no par value (the "SLN Stock"), of which 4,750,000 shares are issued and outstanding on the date hereof;

WHEREAS, SL-Tech has authorized capital stock consisting of 10,000,000 shares of common stock, of which 9,000,000 shares are voting Class A Common Stock, par value \$0.0001 per share (the "Class A SL-Tech Stock") and 1,000,000 shares are non-voting Class B Common Stock, par value \$0.0001 per share (the "Class B SL-Tech Stock");

WHEREAS, 1,145,840 shares of Class A SL-Tech Stock and 62,550 shares of Class B SL-Tech Stock are issued and outstanding on the date hereof;

WHEREAS, the California General Corporation Law (the "CGCL") permits a merger of a business corporation of the State of California with and into a business corporation of another jurisdiction;

WHEREAS, the Delaware General Corporation Law (the "DGCL") permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of Delaware; and

WHEREAS, the respective Boards of Directors and shareholders of SLN and SL-Tech, declare it advisable and in the best interests of said corporations to merge SLN with and into SL-Tech pursuant to the provisions of the CGCL and the DGCL on the terms set forth herein;

NOW, THEREFORE, SLN and SL-Tech agree as follows:

1 **The Merger.**

(a) **The Merger.** At the "Effective Time" (as defined in Section 1(b) below), SLN, which is a corporation incorporated in the State of California (the "Merging Corporation"), shall, pursuant to the provisions of the CGCL and the provisions of the DGCL, be merged (the "Merger") with and into SL-Tech, which is a corporation incorporated in the State of Delaware (the "Surviving Corporation"). The Surviving Corporation shall be the surviving corporation in the Merger and shall continue to exist from and after the Effective Time under the Surviving

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FROM CORPORATION TRUST 302-655-2400

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Corporation's present name pursuant to the provisions of the DGCL. The separate existence of the Merging Corporation shall cease at the Effective Time in accordance with the provisions of the CGCL.

(b) Effective Time. The Merger shall become effective January 2, 2002.

(c) Effects of the Merger. At the Effective Time, the effects of the merger shall be as provided in this Agreement of Merger and the applicable provisions of the DGCL and CGCL.

(d) Tax Treatment. It is the intent of SLN and SL-Tech that the Merger shall qualify for federal income tax purposes as a reorganization within the meaning of Section 368(a)(1) of the United States Internal Revenue Code of 1986, as amended. This Merger Agreement constitutes the plan of reorganization with respect to the Merger.

2. Certificate of Incorporation and Bylaws. The certificate of incorporation and bylaws of the Surviving Corporation in effect as of the Effective Time shall continue to be the certificate of incorporation and bylaws of the Surviving Corporation after the Effective Time until changed or amended as provided therein and in the manner prescribed by the DGCL.

3. Directors and Officers. The directors and officers of the Surviving Corporation in office immediately prior to the Effective Time shall be the directors and corresponding officers of the Surviving Corporation after the Effective Time, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation and the DGCL.

4. Conversion of Shares

(a) Conversion of the SLN Stock. At the Effective Time, each share of SLN Stock that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger, and without any action on the part of the holder thereof, be converted into and become the right to receive one twentieth (1/20th) of one fully paid and nonassessable share of Class A SL-Tech Stock, and each share of SLN Stock that is so converted shall, by virtue of the Merger, and without any action on the part of the holder thereof, cease to be outstanding and shall be canceled and retired and shall cease to exist; and each holder of a stock certificate which prior to the Effective Time evidenced any such shares of SLN Stock (a "Stock Certificate"), shall thereafter cease to have any rights with respect to such shares except, upon the surrender of such Stock Certificate in accordance with Section 4(d) below, the right to receive the number of shares of Class A SL-Tech Stock as provided for in this Section 4(a)(i).

(b) Closing of Stock Transfer Books of the Merging Corporation. At the Effective Time, the stock transfer records of the Merging Corporation shall be closed and no transfer of shares of SLN Stock shall thereafter be made or consummated.

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(c) Surrender of Stock Certificates.

(i) As soon as reasonably practicable after the Effective Time, the Surviving Corporation shall mail to each holder of record of a Stock Certificate whose shares were converted pursuant to Section 4(a), (A) a letter of transmittal in form reasonably acceptable to the Surviving Corporation (which shall specify that delivery shall be effected, and risk of loss and title to the Stock Certificate shall pass, only upon actual delivery of the Stock Certificate to the Surviving Corporation) and (B) instructions for use in effecting the surrender of the Stock Certificate. Upon surrender for cancellation to the Surviving Corporation of a properly endorsed Stock Certificate, together with such letter of transmittal, duly executed, the holder of such Stock Certificate shall be entitled to receive in exchange therefor, a certificate representing that number of shares of Class A SL-Tech Stock issuable to such holder pursuant to Section 4(a) of this Agreement of Merger. Each share of Class A SL-Tech Stock into which a share of SLN Stock shall be converted shall, upon issuance of the stock certificate evidencing such share of Class A SL-Tech Stock, be deemed to have been issued at the Effective Time.

(ii) No dividends or other distributions that are declared on or after the Effective Time on Class A SL-Tech Stock, or are payable to the holders of record thereof on or after the Effective Time, will be paid to any person entitled by reason of the Merger to receive a certificate evidencing such stock until such person surrenders the related Stock Certificate, as provided herein.

(iii) The Class A SL-Tech Stock issued or paid upon the surrender of a Stock Certificate shall be deemed to have been issued and paid in full satisfaction of all rights pertaining to the SLN Stock evidenced by such Stock Certificate.

5. SLN Options. At the Effective Time, all unexercised options to purchase shares of SLN Stock granted to employees, advisors and consultants of SLN pursuant to SLN's 1999 Stock Option Plan (the "SLN Options") that are outstanding immediately prior to the Effective Time shall be cancelled and shall have no further force or effect.

6. Authorization. The Board of Directors and the officers of each of the Merging Corporation and of the Surviving Corporation are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the Merger (including but not limited to filing a copy of this Agreement of Merger with the Secretary of State of the State of California pursuant to Section 1108(d) of the CGCL, together with such other instruments or documents as may be necessary, proper or convenient to cause the Merger to be effective in accordance with the CGCL).

[Signatures on next page]

FROM CORPORATION TRUST 302-655-2480

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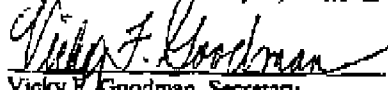
IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger as of the date first written above.


SCHOOL LINK NETWORK, INC.

SCHOOL-LINK TECHNOLOGIES, INC.


Lawrence M. Goodman, III, President


James M. Carrigan, President


Vicky E. Goodman, Secretary


Vicky E. Goodman, Secretary

FROM CORPORATION TRUST 302-655-2480

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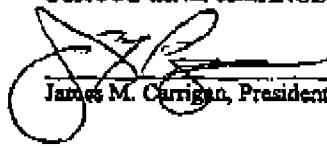
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger as of the date first written above.

SCHOOL LINK NETWORK, INC.

SCHOOL-LINK TECHNOLOGIES, INC.

Lawrence M. Goodman, III, President



James M. Carrigan, President

Vicky F. Goodman, Secretary

Vicky F. Goodman, Secretary

FROM CORPORATION TRUST 302-655-2480

(THU) 10. 23 ' 03 17:31/ST. 17:29/NO. 4862069129 P 8

Certificate of Approval**School Link Network, Inc.**

Lawrence M. Goodman, III, and Vicky F. Goodman state and certify that:

1. They are the President and Secretary, respectively, of School Link Network, Inc., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached (the "Agreement of Merger") was duly approved by the Board of Directors.
3. Written consent has been given to the adoption of the Agreement of Merger by the sole shareholder of the voting stock of the Corporation, in accordance with the provisions of Section 603 of the California General Corporation Law.

On the date set forth below, in the City of Los Angeles in the State of California, the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacities set forth beneath his signature, and that the statements set forth in said certificate are true of his own knowledge.

Date: December 21, 2001



Lawrence M. Goodman, III, President



Vicky F. Goodman, Secretary

FROM CORPORATION TRUST 302-655-2480

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Certificate of Approval**School-Link Technologies, Inc.**

James M. Carrigan and Vicky F. Goodman state and certify that:

1. They are the President and Secretary, respectively, of School-Link Technologies, Inc., a Delaware corporation (the "Corporation").
2. The Agreement of Merger in the form attached (the "Agreement of Merger") was duly approved by the Board of Directors.
3. Written consent has been given to the adoption of the Agreement of Merger by the holder of a majority of voting stock of the Corporation in accordance with the provisions of Section 252 of the Delaware General Corporation Law.

On the date set forth below, in the City of Los Angeles in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he or she signed the foregoing certificate in the official capacities set forth beneath his or her signature, and that the statements set forth in said certificate are true of his or her own knowledge.

Date: December 21, 2001


James M. Carrigan, President

Vicky F. Goodman, Secretary

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Certificate of Approval**School-Link Technologies, Inc.**

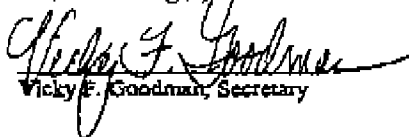
James M. Carrigan and Vicky F. Goodman state and certify that:

1. They are the President and Secretary, respectively, of School-Link Technologies, Inc., a Delaware corporation (the "Corporation").
2. The Agreement of Merger in the form attached (the "Agreement of Merger") was duly approved by the Board of Directors.
3. Written consent has been given to the adoption of the Agreement of Merger by the holder of a majority of voting stock of the Corporation in accordance with the provisions of Section 252 of the Delaware General Corporation Law.

On the date set forth below, in the City of Los Angeles in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he or she signed the foregoing certificate in the official capacities set forth beneath his or her signature, and that the statements set forth in said certificate are true of his or her own knowledge.

Date: December 21, 2001

James M. Carrigan, President


Vicky F. Goodman, Secretary

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