

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	MERGER
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYT Management Services		12/22/2003	Business Trust: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	NYT Management Services, Inc.
Street Address:	2202 North West Shore Blvd., Suite 370
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2153254	SUN ONE

CORRESPONDENCE DATA	
Fax Number:	(813)229-0134
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	813-227-8500
Email:	james.lake@hklaw.com
Correspondent Name:	James B. Lake
Address Line 1:	100 N. Tampa St., Suite 4100
Address Line 4:	Tampa, FLORIDA 33602

NAME OF SUBMITTER:	James B. Lake
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AGREEMENT AND PLAN OF MERGER

merging

NYT MANAGEMENT SERVICES

with and into

NYT MANAGEMENT SERVICES, INC.

AGREEMENT AND PLAN OF MERGER, dated as of December 22 , 2003 (this "Agreement"), between NYT MANAGEMENT SERVICES, a Massachusetts Business Trust (the "Trust"), and NYT MANAGEMENT SERVICES, INC., a Delaware corporation (the "Corporation").

RECITALS

A. The Trust is a business trust duly organized, validly existing and in good standing under the laws of the State of Massachusetts.

B. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

C. The Trust and the Corporation desire that NYT Management Services merge with and into the Corporation (the "Merger"), with the Corporation surviving, upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Delaware.

D. This Agreement and Plan of Merger and the Merger have been duly approved by the Trustee and the Beneficial Owners of NYT Management Services in accordance with Ch. 182 Section 2 of the Massachusetts General Laws (the "MGL").

E. This Agreement and Plan of Merger and the Merger have been duly approved by the Board of Directors and the Stockholders of NYT Management Services, Inc. in accordance with the requirements of Section 254 of the Delaware General Corporation Law (the "DGCL").

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

SECTION .01 *The Merger.*

(a) The date upon which the Merger shall become effective shall be the date on which the Certificate of Merger reflecting the Merger is filed with the Secretary of State of the State of Delaware, at the time specified therein (the "Effective Time").

(b) At the Effective Time, the Trust shall be merged with and into the Corporation, whereupon the separate existence of the Trust shall cease, and the Corporation shall be the surviving business entity of the Merger (the "Surviving Entity") in accordance with Section 254 of the DGCL.

(c) The Merger shall have the effects set forth in Section 254 of the DGCL.

(d) At the Effective Time, the Certificate of Incorporation and the By-laws of the Corporation shall be the Certificate of Incorporation and By-Laws of the Surviving Entity.

(e) The directors and officers of the Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity until their respective successors are duly elected and qualified.

SECTION 1.02 *Conversion of Securities.* At the Effective Time, the equity interest of NYT Capital, Inc. in the Corporation existing immediately prior to the effective time will be eliminated, by virtue of the Merger and without any action on the part of the holder thereof, without any payment of any consideration therefor. All equity in the Trust will be converted into shares of the Surviving Entity such that each percentage of ownership of each holder in the Trust immediately prior to the Effective Time shall be converted into one share in the Surviving Entity.

ARTICLE II

THE SURVIVING CORPORATION

SECTION 2.01 *Surviving Corporation.* The name of the Surviving Entity shall be "NYT MANAGEMENT SERVICES, INC." The corporate existence of Corporation as the Surviving Entity shall continue unaffected and unimpaired by the Merger.

SECTION 2.02 *Effects of the Merger.* Upon becoming effective, the Merger shall have the effects set forth in the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all properties, rights, privileges, powers and the franchises of the Trust shall vest in the Surviving Entity, and all debts, liabilities and duties of the Trust shall become the debts, liabilities and duties of the Surviving Entity without further act

or deed; and the title to any real estate, or any interest therein, vested in either the Trust or the Surviving Entity shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or approval is specifically required by express provision in a contract, agreement, decree, order or other instrument to which the Trust or the Surviving Entity is a party or by which it is bound.

ARTICLE III

TERMINATION

SECTION 3.01 *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by mutual written consent of (i) the Trust and (ii) the Corporation.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01 *Authorization.* Any officer of the Corporation, on behalf of the Corporation, and any officer of the Trust, on behalf of the Trust (any such person, an “Authorized Person”), shall be authorized, at such time in their sole discretion as they deem appropriate, to execute, acknowledge, verify, deliver, file and record, for and in the name of the Corporation and the Trust, as the case may be, and, to the extent necessary, any and all documents and instruments including, without limitation, the Certificate of Merger, and shall do and perform any and all acts which they deem necessary or advisable in order to effectuate the Merger.

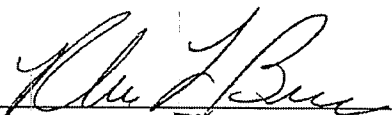
SECTION 4.02 *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

[Signature Page to Follow]


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

NYT MANAGEMENT SERVICES,
a Massachusetts Business Trust

By: NYT GROUP SERVICES, LLC,
as trustee

By: 
Name: Rhonda L. Brauer
Title: Secretary

NYT MANAGEMENT SERVICES, INC.
a Delaware corporation

By: 
Name: Kenneth A. Richieri
Title: Vice President