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04-08-2004

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



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

102717585

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

1. Name of conveying party(ies):

Midlands Marketing, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: World Media Company

Internal Address:

Street Address: 1334 Dodge Street

City: Omaha State: NE Zip: 68102

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

2,214,930 2,245,809 1,815,099 2,214,929

Additional number(s) attached Yes No

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

Name: J. Scott Searl

Internal Address: Omaha World-Herald Company

Street Address: 15th Floor, Landmark Center 1299 Farnam Street

City: Omaha State: NE Zip: 68102

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:

(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.

J. Scott Searl Name of Person Signing

J. Scott Searl Signature

April 5, 2004 Date

Total number of pages including cover sheet, attachments, and document: 8

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

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TRADEMARK REEL: 002944 FRAME: 0938

ARTICLES OF MERGER

In accordance with the Nebraska Business Corporation Act (the "Act"), the following Articles of Merger are submitted:

- 1. The Plan of Merger is as follows: Midlands Marketing, Inc., a Nebraska corporation ("MMI") merged with and into World Media Company, a Nebraska corporation ("WMC"), pursuant to the Plan of Merger, attached hereto as Exhibit "A" and incorporated herein by this reference (the "Plan"). WMC is the surviving corporation.
- 2. The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan as to each corporation is set forth below:

	<u>Designation of Voting Group</u>	<u>No. of Shares Outstanding</u>	<u>Total No. of Shares Entitled to Vote</u>
Midlands Marketing, Inc.	Common Stock	1,000	1,000
World Media Company	Common Stock	10,000	10,000

- 3. The Plan and merger of MMI into WMC was unanimously approved by all shareholders of both corporations. The total number of undisputed votes cast for the Plan separately by each voting group of MMI was 1,000 votes. The total number of undisputed votes cast for the Plan separately by each voting group of WMC was 10,000 votes. The total number of votes cast for the Plan by each voting group of each corporation was sufficient for approval by each voting group of each corporation.

Dated: December 30, 2003.

WORLD MEDIA COMPANY,
a Nebraska corporation

By: J. Scott Searl
J. Scott Searl, Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into on December 30, 2003, by and between World Media Company, a Nebraska corporation and the surviving corporation ("WMC"), and Midlands Marketing, Inc., a Nebraska corporation and the acquired corporation ("MMI") (collectively, the "Constituent Corporations").

W I T N E S S E T H :

WHEREAS, WMC is a wholly-owned subsidiary of the Omaha World-Herald Company, a Delaware corporation ("OWHC"), with authorized capital stock consisting of 10,000 shares of common stock with a par value of \$1.00 per share and 10,000 shares of the common stock of WMC are issued and outstanding;

WHEREAS, MMI is a wholly-owned subsidiary of WMC, with authorized capital stock consisting of 10,000 shares of common stock with a par value of \$1.00 per share and 1,000 shares of the common stock of MMI are issued and outstanding;

WHEREAS, the Board of Directors and the shareholders of MMI, and the Board of Directors of WMC, deem it advisable and in the best interests of their respective corporations, upon the terms and subject to the conditions stated in this Agreement, that MMI merge with and into WMC in accordance with this Agreement and the applicable laws of the State of Nebraska.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained, it is agreed in accordance with and pursuant to the provisions of the laws of the State of Nebraska that MMI shall be merged with and into WMC as a single corporation, which shall be the surviving corporation, and that the terms and conditions of the merger and the mode of carrying it into effect are as set forth in this Agreement.

SECTION 1 TERMS

1.1 Merger. On the Effective Date, MMI shall be merged with and into WMC, with WMC as the surviving corporation.

1.2 Conversion of Stock. Upon the Effective Date:

(a) All issued and outstanding shares of common stock of MMI shall, by virtue of the merger and without any action on the part of the holder of such shares or any other party, be canceled.

(b) The issued and outstanding shares of common stock of WMC shall continue unchanged as the outstanding shares of WMC without further action of the holder of such shares or any other party.

1.3 Articles of Incorporation. Upon the Effective Date:

(a) The Articles of Incorporation of WMC, as amended, as filed with the Nebraska Secretary of State on October 16, 1997, and in effect as of the Effective Date, shall remain the effective Articles of Incorporation of WMC.

EXHIBIT A

1.4 Bylaws. The Bylaws of WMC in effect on the Effective Date shall be and remain the Bylaws of WMC, to remain unchanged until amended in accordance with the provisions thereof and of applicable law.

1.5 Officers and Directors. The officers and directors of WMC immediately prior to the Effective Date shall be the officers and directors of WMC until their respective successors are chosen, appointed or elected.

SECTION 2 **EFFECTIVE DATE**

The effective time and date of the merger shall be the time and date of filing with the Nebraska Secretary of State (the "Effective Date").

SECTION 3 **MODE OF CARRYING MERGER INTO EFFECT**

3.1 Cessation of MMI's Existence. Upon the Effective Date, the separate existence of MMI shall cease and MMI shall be merged, in accordance with this Agreement, into WMC which shall survive such merger and shall possess all the rights, privileges, immunities, powers, purposes and franchises, both public and private, and shall be subject to all restrictions, disabilities, duties, obligations and liabilities of each of the Constituent Corporations. All property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to shares, and all other things, choses, and causes of action, and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in WMC without reversion or impairment or any further act or deed and shall thereafter be the property of WMC to the same extent as they were of each of the Constituent Corporations. The title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger. WMC shall thenceforth be responsible and liable for all of the liabilities and obligations for each of the Constituent Corporations. Any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the merger had not taken place, or WMC may be substituted in the place of either of the Constituent Corporations. Neither the rights of creditors nor any liens upon, or security interests in, the property of either of the Constituent Corporations shall be impaired by the merger.

3.2 Transfer of Property. Upon the Effective Date, the assets, liabilities, reserves and accounts of each of the Constituent Corporations shall be taken upon the books of WMC, as the surviving corporation, at the amount at which they respectively shall be carried on the books of said corporation. The equity securities of MMI shall cease to exist and the holder of such equity securities shall thereafter be entitled only to the cash, property, or securities into which such equity securities shall have been converted in accordance with this Agreement, subject to dissenter's rights under the Nebraska Business Corporation Act.

3.3 Survival of Corporate Acts. All corporate acts, plans, policies, approvals and authorizations of MMI and its sole shareholder, board of directors, committees (whether elected or appointed by the board of directors), officers and agents, respectively, which were valid and effective immediately prior to the Effective Date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of WMC, the surviving corporation, and shall be effective and binding thereon. The employees and agents of MMI shall become the employees and agents of WMC, the surviving corporation and continue to be entitled to the

EXHIBIT A

same rights and benefits which they enjoyed as employees and agents of MMI, provided all such employees shall continue to be employees on an at-will basis.

3.4 Further Documents. If at any time before or after the Effective Date, WMC, as the surviving corporation, shall consider or be advised that any instruments of further assurance are necessary or desirable to vest or to perfect or confirm of record or otherwise, the title of WMC, as the surviving corporation, to any property or assets transferred by operation of law pursuant to the merger contemplated by and to be effectuated in accordance with this Agreement, the officers and directors of MMI, or any one of them, are hereby authorized to and shall execute and deliver any and all such deeds, assignments, and assurances and do all things necessary or proper so to vest, perfect or confirm title to such property or assets in WMC and to otherwise carry out the purposes of this Agreement.

SECTION 4 **APPROVAL**

This Agreement has been adopted and approved by the shareholders of all the issued and outstanding shares of common stock of the Constituent Corporations, and has been adopted and approved by the Board of Directors of the Constituent Corporations, as required by applicable law.

SECTION 5 **REORGANIZATION**

The Constituent Corporations adopt this Agreement as a Plan of Reorganization and it is intended that the merger constitute a tax-free transaction under the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Constituent Corporations as of the day first above written.

MIDLANDS MARKETING, INC.,
a Nebraska corporation

WORLD MEDIA COMPANY,
a Nebraska corporation

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into on December 30, 2003, by and between World Media Company, a Nebraska corporation and the surviving corporation ("WMC"), and Midlands Marketing, Inc., a Nebraska corporation and the acquired corporation ("MMI") (collectively, the "Constituent Corporations").

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WHEREAS, the Board of Directors and the shareholders of MMI, and the Board of Directors of WMC, deem it advisable and in the best interests of their respective corporations, upon the terms and subject to the conditions stated in this Agreement, that MMI merge with and into WMC in accordance with this Agreement and the applicable laws of the State of Nebraska.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained, it is agreed in accordance with and pursuant to the provisions of the laws of the State of Nebraska that MMI shall be merged with and into WMC as a single corporation, which shall be the surviving corporation, and that the terms and conditions of the merger and the mode of carrying it into effect are as set forth in this Agreement.

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SECTION 3 **MODE OF CARRYING MERGER INTO EFFECT**

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IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Constituent Corporations as of the day first above written.

MIDLANDS MARKETING, INC.,
a Nebraska corporation

By: Vicki Anzalone
Vicki J. Anzalone, Treasurer

WORLD MEDIA COMPANY,
a Nebraska corporation

By: Michael J. Geppert
Michael J. Geppert, President