

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
MediSpinners, LLC

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

Citizenship (see guidelines) _____
 Execution Date(s) 12/31/2003
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Atomic Learning, Inc.
 Internal _____
 Address: _____
 Street Address: 16130 Birchwood Lane
 City: Brainerd
 State: MN
 Country: USA Zip: 56401

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Minnesota
 Other _____ Citizenship _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/337518

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Atomic Learning

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

Name: Barbara R. Van Zomerem
 Internal Address: _____
 Street Address: 600 Buffalo Hills Lane
West
 City: Brainerd
 State: MN Zip: 56401
 Phone Number: 218-828-2803
 Fax Number: _____
 Email Address: _____

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 4079
 Expiration Date 7/2004

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Daniel Meyer 9/2/04 _____
 Signature Date

Dan Meyer, V.P. Marketing
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 78337518

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State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: MEDIA SPINNERS, LLC
MN: ATOMIC LEARNING, INC.

State of Formation and Name of Surviving Entity:

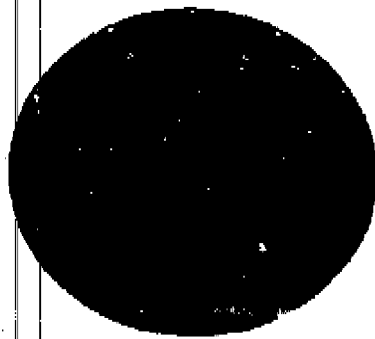
MN: ATOMIC LEARNING, INC.

Effective Date of Merger: December 31, 2003 @ 11:59 p.m.

Name of Surviving Entity After Effective Date of Merger:

ATOMIC LEARNING, INC.

This certificate has been issued on: December 30, 2003



Mary Kiffmeyer
Secretary of State.

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DCM



ARTICLES OF MERGER
OF
MEDIASPINNERS, LLC
INTO
ATOMIC LEARNING, INC.

These Articles of Merger relate to the merger of MediaSpinners, LLC, a Minnesota limited liability company ("MediaSpinners"), with and into Atomic Learning, Inc., a Minnesota corporation ("Atomic Learning").

- (A) The Agreement and Plan of Merger, dated as of December 23, 2003 (the "Plan of Merger"), is attached hereto as Exhibit 1.
- (B) The Plan of Merger shall take effect as of 11:59 p.m. on December 31, 2003. ✓
- (C) The Plan of Merger has been approved by MediaSpinners, LLC and Atomic Learning, Inc., which are all of the constituent organizations, pursuant to Chapters 302A and 322B of the Minnesota Statutes.

DATED: December 23, 2003

Atomic Learning, Inc.

By Chris P. Amos

Its CEO

MediaSpinners, LLC

By Chris P. Amos

Its Member

EXHIBIT 1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of December 23, 2003 by and between Atomic Learning, Inc., a Minnesota Corporation ("Atomic Learning"), and MediaSpinners, LLC, a Minnesota limited liability company ("MediaSpinners") (collectively referred to herein as the "Constituent Organizations").

RECITAL:

WHEREAS, the parties hereto desire to effect the merger of MediaSpinners with and into Atomic Learning (the "Merger") pursuant to a plan of Merger contained in this Agreement, at 11:59 p.m. on December 31, 2003, the time this plan of merger becomes effective ("Effective Time"), on the terms and subject to the conditions contained herein; and

WHEREAS, each 1% of the membership interests in MediaSpinners (the "Membership Interests") is hereafter referred to as a "Membership Unit";

WHEREAS, the authorized capital stock of Atomic Learning consists of Ten Thousand shares, no par value (the "Stock"), of which no shares are issued and outstanding as of the date hereof, but of which 100 shares will be issued and become outstanding as of the Effective Time hereof; and

WHEREAS, the Board of Directors of Atomic Learning and the Board of Governors of Media Spinners deem a merger of Atomic Learning and MediaSpinners pursuant to the terms hereof (the "Merger") desirable and in the best interests of their respective organizations; the Board of Directors of Atomic Learning and the Board of Governors of MediaSpinners have, by resolutions duly adopted, approved this Agreement; the Board of Governors of MediaSpinners has directed that the Merger be submitted to a vote of the Members of the limited liability company and the Members have approved the Merger in accordance with the laws of the State of Minnesota; and, the parties have mutually waived any requirement that Atomic Learning issue shares prior to the Effective Time or that the Merger be submitted to the shareholders of the corporation prior to the execution hereof.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Merger. In accordance with the provisions of the laws of the State of Minnesota, MediaSpinners shall be merged with and into Atomic Learning. Atomic Learning, Inc., shall be and is herein sometimes referred to as the "Surviving Corporation."

2. Effective Date and Time. The Merger shall become effective at 11:59 p.m. on December 31, 2003. The date on which the Merger becomes effective is hereinafter referred to as the "Effective Date." The time on such date at which the Merger becomes effective is hereinafter called the "Effective Time."

DATED: December 23, 2003

Atomic Learning, Inc.

By Charles P. ArmasIts CEO

MediaSpinners, LLC

By Charles P. ArmasIts Member

3. Articles and Bylaws. At the Effective Time, the Articles of Incorporation and Bylaws of Atomic Learning then in effect shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation until further amended in accordance with applicable law; and the directors of Atomic Learning shall continue to serve as directors of the Surviving Corporation until their successors are duly elected and qualified, or until their earlier death, resignation or removal. No amendment to the Articles of Incorporation of Atomic Learning, Inc., is proposed as a part of this merger.

4. Conversion of Member Units for Shares. The manner of converting the Membership Units of MediaSpinners, issued and outstanding immediately prior to the Effective Time of the Merger, into shares of Atomic Learning Common Stock shall be as follows:

a. At the Effective Time, (a) each MediaSpinners Membership Unit issued and outstanding immediately prior to the Effective Time of the Merger shall cease to be outstanding and shall become and be converted into and exchanged for one (1) share of Atomic Learning Common Stock. Each such share of Atomic Learning Common Stock shall for all corporate purposes of Company be deemed issued at the Effective Time of the Merger.

b. As soon as practicable after the Effective Date, each owner of Membership Units of MediaSpinners outstanding immediately prior to the Effective Time shall be entitled to receive a certificate for the number of shares of Atomic Learning Common Stock to which such holder shall be entitled on the basis above set forth. Upon request of a duly-authorized officer or employee of Atomic Learning, any holder of Membership Units in MediaSpinners shall surrender to Atomic Learning any certificates or documents representing or certifying ownership of such MediaSpinners Membership Interest.

5. Effect of Merger. Except as herein specifically set forth, the identity, existence, purposes, powers, rights and immunities of Atomic Learning shall continue unaffected and unimpaired by the Merger. The corporate existence and rights of MediaSpinners shall be merged into Atomic Learning and Atomic Learning shall, as the Surviving Corporation, be fully vested therewith. At the Effective Time, the separate existence of MediaSpinners shall cease and, in accordance with the terms of this Plan, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Organizations; and all the rights, privileges, powers and franchises of each of the Constituent Organizations, and all property, real, personal and mixed and all debts due to either of the Constituent Organizations on whatever account, including stock subscriptions, and all other things in action and all and every other interest of or belonging to or due to each of such corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Organizations, and the title to any real estate or interest therein, vested by deed or otherwise in either of such corporations, shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Constituent Organizations, and any claim existing or action or