

6/25/04

06-30-2004

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

REC T



102780421

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

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

<p>1. Name of conveying party(ies): Jist Life, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Indiana Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: <u>Jist Publishing, Inc.</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>8902 Otis Avenue</u> City: <u>Indianapolis</u> State: <u>IN</u> Zip: <u>46216</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Indiana</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>12/30/2002</u></p>		<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>1371915</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Roberts E. Inveiss</u> Internal Address: <u>Henderson Daily Withrow & DeVoe</u> Street Address: <u>One Indiana Square, Ste 2600</u> City: <u>Indianapolis</u> State: <u>IN</u> Zip: <u>46204</u></p>		<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>N/A</u> (Attach duplicate copy of this page if paying by deposit account)</p>	
DO NOT USE THIS SPACE			
<p>9. Statement and signature. <i>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.</i></p> <p><u>Roberts E. Inveiss</u> <u>Roberts E Inveiss</u> <u>June 22, 2004</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>8</u></p>			

JUN 25 PM 2:43
OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARKS
U.S. DEPARTMENT OF COMMERCE

06/29/2004 MBETACHE 00000052 1371915
01 FC:8321 40.00 OP

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

TRADEMARK
REEL: 003000 FRAME: 0235

**State of Indiana
Office of the Secretary of State**

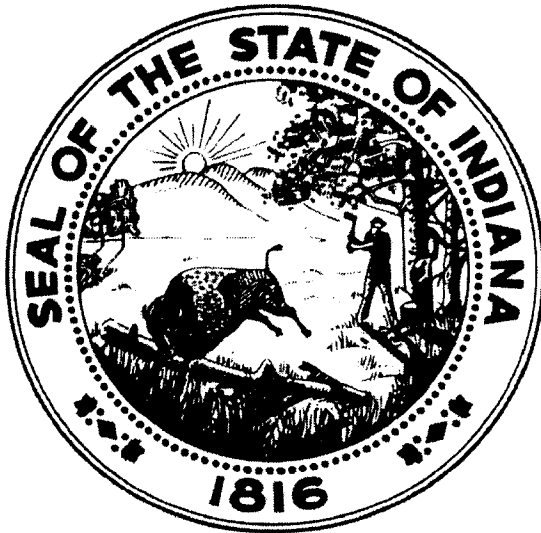
**CERTIFICATE OF MERGER
of
JIST PUBLISHING, INC.**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

JIST LIFE, LLC
a(n) Domestic Limited Liability Company (LLC)
merged with and into the surviving entity:
JIST PUBLISHING, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 30, 2002.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 30, 2002.

A handwritten signature in black ink that reads "Todd Rokita". The signature is fluid and cursive.

TODD ROKITA,
SECRETARY OF STATE

198110-183 / 2003010297650

**TRADEMARK
REEL: 003000 FRAME: 0236**

198110-183 Wpu

**APPROVED
AND
FILED
IND. SECRETARY OF STATE**

**ARTICLES OF MERGER OF
JIST LIFE, LLC 1999110373
INTO JIST PUBLISHING, INC. 198110-183**

RECORDED
INDEXED
2002 FEB 20 11 03 50

JIST PUBLISHING, INC., an Indiana corporation (hereinafter referred to as the "Surviving Company") and JIST LIFE, LLC, an Indiana limited liability company (hereinafter referred to as the "Merging Company") desiring to give notice of company action effectuating the merger of the Merging Company into the Surviving Company pursuant to the Indiana Business Corporation Law, I.C. §23-1-40-8 (the "Law") and the Indiana Business Flexibility Act, I.C. §23-18-7-9 (the "Act"), and acting by their duly authorized representatives, hereby certify the following facts:

I. NAME AND JURISDICTION OF MERGING COMPANIES

The Surviving Company is an Indiana corporation organized under the Law in the State of Indiana under the name "JIST Publishing, Inc.". The Merging Company is an Indiana limited liability company organized under the Act in the State of Indiana under the name "JIST Life, LLC".

II. PLAN OF MERGER

The Merging Company and the Surviving Company have adopted a Plan of Merger which is contained in a certain Plan of Merger, which is attached hereto as Exhibit "A". The Plan of Merger sets forth the parties and the terms and conditions of the merger. The effective date of the merger shall be the date of filing of these Articles of Merger with the Indiana Secretary of State.

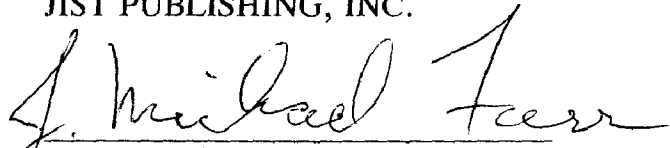
III. APPROVAL OF PLAN OF MERGER

The Plan of Merger was unanimously approved by the Merging Company, the Surviving Company and their respective managers, board of directors and shareholders all in accordance with and as required by the Law and the Act. The manner of the adoption and approval of the Plan of Merger constitutes full legal compliance with the provisions of the Law and the Act.

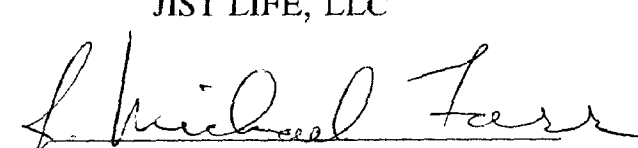
IN WITNESS WHEREOF, the undersigned duly authorized representatives of JIST Publishing, Inc. and JIST Life, LLC execute these Articles of Merger for and on behalf of such companies this 20th day of December, 2002.

JIST PUBLISHING, INC.

JIST LIFE, LLC



J. Michael Farr, President



J. Michael Farr, Manager

"Surviving Company"

"Merging Company"

EXHIBIT "A"

PLAN OF MERGER

This Agreement of Merger ("Agreement") is entered into by and between **JIST Life, LLC**, an Indiana limited liability company (hereinafter referred to as "JIST Life"), and **JIST Publishing, Inc.**, an Indiana corporation (hereinafter sometimes referred to as "JIST Publishing") (collectively referred to as the "Merging Companies").

Recitals

A. Each of the respective Managers, Members Board of Directors and Shareholders of the Merging Companies deem it advisable and in the best interest of each of the Merging Companies that JIST Life be merged into JIST Publishing and that JIST Publishing be the survivor of such merger.

B. The Merging Companies respectively desire that they so merge under and pursuant to the laws of the State of Indiana, as the same may apply (hereinafter referred to as the "Merger").

Agreement

In consideration of these premises and the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of prescribing the terms and conditions of the Merger, the Merging Companies hereby agree as follows:

1. **Merger**. Upon approval of the Manager and Members of JIST Life and the Board of Directors of JIST Publishing (approval by the Shareholders of JIST Publishing pursuant to I.C. 23-1-40-3(g) is not required) and the filing of all documents required by this Agreement and the laws of the State of Indiana, JIST Life shall merge into JIST Publishing, which shall survive the Merger (hereinafter referred to as the "Surviving Company"). The Surviving Company shall remain subject to and governed by the laws of the State of Indiana, and shall retain its principal office and registered agent as set forth in the Articles of Incorporation and By-Laws of JIST Publishing.

2. **Effective Date of Merger**. The effective date of the Merger shall be the date of filing of the Articles of Merger with the Indiana Secretary of State (the "Effective Date"). On the Effective Date, the separate existence of JIST Life shall cease and JIST Life shall be merged into the Surviving Company.

3. **Articles of Organization**. The Articles of Incorporation of the Surviving Company shall be, and remain, the Articles of Incorporation of JIST Publishing.

4. **Name**. The name of the Surviving Company shall be "JIST Publishing, Inc."

5. **By-Laws.** The By-Laws of the Surviving Company shall be the By-Laws of JIST Publishing.

6. **Board of Directors and Officers.** The Board of Directors of the Surviving Company shall be the Board of Directors of JIST Publishing. As provided by law and the By-Laws of the Surviving Company, the officers of the Surviving Company shall be the officers of JIST Publishing.

7. **Conversion of Membership Interest.** The manner and basis of converting the membership interests of the JIST Life into capital stock of the Surviving Company is as follows: One Hundred Percent (100%) of the Membership Interests in JIST Life shall become 0.88 shares of voting Class A common capital stock in the Surviving Company, to be held by the Surviving Company as authorized stock for future issuance.

8. **Effect of the Merger.** At the Effective Date, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges and immunities, powers and franchises, both of a public and private nature, and be subject to all the restrictions, disabilities and duties of each of the Merging Companies, and all the rights, privileges, immunities, powers and franchises of each of the Merging Companies, and all property, real, personal and mixed, and all debts due to any of each of the Merging Companies of whatever account, as well as for all other things in action or belonging to each of the Merging Companies, shall be vested in the Surviving Company; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Company as effectually as they were of the respective Merging Companies; and the title to any real estate or leasehold interest vested by deed, lease or otherwise in any of the Merging Companies shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of the Merging Companies shall be preserved, unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of the Merging Companies, respectively, shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company.

9. **Accounting Matters.** The assets and liabilities of the Merging Companies as of the Effective Date of the Merger shall be taken up on the books of the Surviving Company at the amounts at which they were carried at that time on the books of the respective Merging Companies.

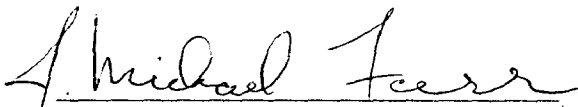
10. **Filing of Articles of Merger.** Articles of Merger in the form prescribed by the laws of the State of Indiana shall be filed by the Managers and Officers of the respective Merging Companies with the Secretary of State of Indiana, and with such other governmental offices as may be required or appropriate under the laws of the State of Indiana.

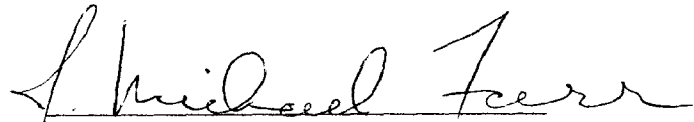
11. **Termination.** This Plan may be terminated at any time before the Effective Date whether before or after the approval and adoption of this Plan by the Members and Managers of the Merging Companies. Upon any such termination, none of the parties shall have any liability or obligation to the others.

IN WITNESS WHEREOF, the foregoing Plan of Merger is hereby executed by each of the Merging Companies and the Surviving Company by their duly authorized representatives on this 20th day of December, 2002.

JIST PUBLISHING, INC.

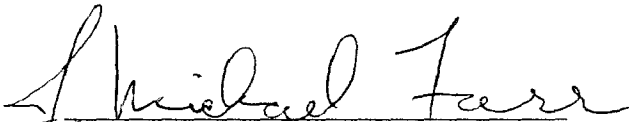
JIST LIFE, LLC


J. Michael Farr, President


J. Michael Farr, Manager

"JIST Publishing"

"JIST Life"


J. Michael Farr, President

JIST Publishing, Inc. as "Surviving Company"

March 27, 2003
This Instrument prepared by Clark L. Snyder
HENDERSON DAILY WITHROW & DEVOE
One Indiana Square, Suite 2600
Indianapolis, Indiana 46204
(317) 639-4120
