

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/22/1999

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Abuzz Technologies, Inc.		07/22/1999	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The New York Times Company
Street Address:	229 West 43rd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2238580	ABUZZ
Registration Number:	2426859	ABUZZ
Registration Number:	2289630	ABUZZ
Registration Number:	2364829	BEEHIVE

CORRESPONDENCE DATA

Fax Number: (215)965-1210
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (215) 965-1200
 Email: dballantyne@akingump.com
 Correspondent Name: Jordan A. LaVine
 Address Line 1: 2005 Market Street
 Address Line 2: One Commerce Sq.
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-7013

NAME OF SUBMITTER:	Jordan A. LaVine
--------------------	------------------

CH \$115.00 2238580

Signature:	/Jordan A. LaVine/
Date:	07/08/2005
Total Attachments: 6 source=680075_ABUZZ Merger#page1.tif source=680075_ABUZZ Merger#page2.tif source=680075_ABUZZ Merger#page3.tif source=680075_ABUZZ Merger#page4.tif source=680075_ABUZZ Merger#page5.tif source=680075_ABUZZ Merger#page6.tif	

AGREEMENT AND PLAN OF MERGER

Dated as of July 22, 1999

Among

THE NEW YORK TIMES COMPANY,

TIMES COMPANY DIGITAL, INC.,

ABZ ACQUISITION, INC.,

ABUZZ TECHNOLOGIES, INC.

And

The Shareholder Representatives Listed on the Signature Pages Hereto

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July 22, 1999 (this "Agreement"), among **THE NEW YORK TIMES COMPANY**, a New York corporation ("Parent"); **TIMES COMPANY DIGITAL, INC.**, a Delaware corporation and an indirect wholly-owned subsidiary of Parent ("Newco"); **ABZ ACQUISITION, INC.**, a Delaware corporation and a wholly-owned subsidiary of Newco ("Newco Sub"); **ABUZZ TECHNOLOGIES, INC.**, a Delaware corporation (the "Company") (Newco Sub and the Company being hereinafter collectively referred to as the "Constituent Corporations"); and **ANDY M. SACK** and **JERRY COLONNA**, as representatives of the shareholders of the Company (each a "Shareholder Representative", and collectively, the "Shareholder Representatives").

WITNESSETH:

WHEREAS, the respective Boards of Directors of Parent, Newco, Newco Sub and the Company have approved the merger of Newco Sub into the Company (the "Merger"), upon the terms and subject to the conditions herein set forth;

WHEREAS, Parent, or one of Parent's wholly owned subsidiaries, in its capacity as sole shareholder of Newco, and Newco, in its capacity as sole shareholder of Newco Sub, have approved this Agreement and the Merger;

WHEREAS, Shareholders (as hereinafter defined) who hold at least 90% of the Outstanding Company Capital Stock (as hereinafter defined) have simultaneously with the execution hereof (i) executed the Voting Agreement (as hereinafter defined) and executed a written consent of shareholders pursuant to Section 228 of the Delaware General Corporation Law approving this Agreement and the Merger; and (ii) executed the Stockholders Agreement (as hereinafter defined);

WHEREAS, Parent, Newco, Newco Sub and the Company desire to make certain representations, warranties and agreements in connection with the Merger and also to prescribe various conditions to the Merger; and

WHEREAS, it is intended that the Merger, together with the contributions to Newco by Parent and/or one or more of its subsidiaries of the assets specified in the Asset Contribution Agreement, be treated for United States federal income tax purposes as a transaction qualifying under Section 351 of the Code;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

exposure to which is now or hereafter prohibited, limited or regulated by any Governmental or Regulatory Authority.

“Indebtedness” of any Person means all obligations of such Person (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), (iv) under capital leases, (v) with respect to letters of credit or swaps and (vi) in the nature of guarantees of the obligations described it in clauses (i) through (v) above of any other Person.

“Indemnified Party” means any Person claiming indemnification under any provision of Article IX.

“Indemnifying Party” means any Person against whom a claim for indemnification is being asserted under any provision of Article IX.

“Indemnity Notice” means written notification pursuant to Section 9.02(c) of a claim for indemnity under Article IX by an Indemnified Party, specifying the nature of and basis for such claim, together with the amount or, if not then reasonably ascertainable, the estimated amount, determined it in good faith, of such claim.

“Initiating Party” has the meaning ascribed to it in Section 11.13(c).

“Intellectual Property” means all United States and foreign trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, copyrights and copyright rights, patents and patent rights, mask works, brand names, trade dress, industrial or product designs, product packaging, business and product names, logos, slogans, rights of publicity, trade secrets, inventions (whether or not patentable), invention disclosures, processes, formulae, industrial models, processes, designs, specifications, data, databases and data collections, technology, methodologies, computer programs (including all source codes, object codes, firmware, development tools, files, records and data), and any other confidential and proprietary right or information, whether or not subject to statutory registration, and all related technical information, manufacturing, engineering and technical drawings, know-how and all common law and world-wide rights to, pending United States and foreign applications for and registrations of patents (including all reissues, divisions, renewals, extensions, provisionals, continuations and continuations in part), trademarks, service marks and copyrights, and the right to sue for past infringement, if any, in connection with any of the foregoing, and all documents, disks and other media on which any of the foregoing is stored.

“Intellectual Property License Agreements” has the meaning ascribed to it in Section 4.17(a).

4.16 **Tangible Personal Property.** The Company is in possession of and has good and marketable title to, or has valid leasehold interests in or valid rights under Contract to use, all tangible personal property used in the conduct of its business, including all tangible personal property reflected on the Financial Statements for the period ended on the Balance Sheet Date and tangible personal property acquired since that date, other than property disposed of since such date in the ordinary course of business consistent with past practice and the terms of this Agreement and the Operative Agreements. The principal items of such tangible personal property (which for the purpose of this Agreement shall mean those having an original purchase price of \$1,000 or more) are listed in Section 4.16 of the Disclosure Schedule. All such tangible personal property is free and clear of all Liens, other than Permitted Liens and Liens disclosed in Section 4.16 of the Disclosure Schedule, and are in good working order and condition, ordinary wear and tear excepted, and its use complies in all material respects with all applicable Laws.


4.17 **Intellectual Property Rights.**

(a) The only Intellectual Property owned or licensed for use or otherwise used by the Company (other than off-the-shelf “shrinkwrap” software readily available to the public) is disclosed in Section 4.17(a) of the Disclosure Schedule. No other Intellectual Property is used or necessary in the conduct of the business of the Company. Except as set forth in Schedule 4.17(a) of the Disclosure Schedule, and except for those items of software identified in Section 4.17(a) of the Disclosure Schedule which have been exclusively (other than “shrinkwrap” or similar commercial end user licenses) and irrevocably licensed to the Company for the terms set forth on Schedule 4.17(a) of the Disclosure Schedule under valid and binding license agreements, true and correct copies of which have been made available to Parent and Newco, which license agreements are in full force and effect (the “Intellectual Property License Agreements”), the Company owns all right, title and interest in each item of such Intellectual Property disclosed in Section 4.17(a) of the Disclosure Schedule, and none constitute “work-made-for-hire” for customers or clients. The Merger and the consummation of the transactions contemplated by this Agreement will neither violate nor result in the breach, modification, cancellation, termination or suspension of the Intellectual Property License Agreements, and the Company is in compliance with, and has not breached (or would breach after notice or lapse of time) any term of, the Intellectual Property License Agreements and, to the Knowledge of the Company, all of the other parties to such Intellectual Property License Agreements are in compliance with, and have not breached, any of the terms thereof. There is no dispute between the Company and any licensor of such Intellectual Property regarding the scope of the license or performance under any applicable Intellectual Property License Agreement, including with respect to any payments to be made by the Company thereunder.


(b) Except as disclosed in Section 4.17(b) of the Disclosure Schedule, all such Intellectual Property described in Section 4.17(j) of the Disclosure Schedule is free and clear of any and all Liens, other than Permitted Liens. Section 4.17(b) of the Disclosure Schedule lists all of the Company’s United States and foreign registrations or applications issued by, filed with or recorded by any Governmental or Regulatory Authority with respect to the Intellectual

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the day and year first above written.

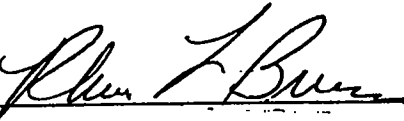
THE NEW YORK TIMES COMPANY

By: 
Name:
Title:


TIMES COMPANY DIGITAL, INC.

By: 
Name:
Title:

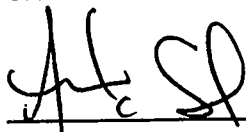
ABZ ACQUISITION, INC.

By: 

ABUZZ TECHNOLOGIES, INC.

By: 
Name:
Title:

SHAREHOLDER REPRESENTATIVES


Andy M. Sack

Jerry Colonna

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed as of the day and year first above written.

THE NEW YORK TIMES COMPANY

By: _____
Name:
Title:

TIMES COMPANY DIGITAL, INC.

By: _____
Name:
Title:


ABZ ACQUISITION, INC.

By: _____


ABUZZ TECHNOLOGIES, INC.

By: _____
Name:
Title:

SHAREHOLDER REPRESENTATIVES



Andy M. Sack



Jerry Colonna