

03-07-2005  
102953819

**RECORDATION TRADEMARK**

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):**

Pritchett & Associates, Inc.

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

Citizenship (see guidelines) Texas

Execution Date(s) September 16, 1993

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Pritchett Publishing Company

Internal

Address:

Street Address: 13355 Noel Rd., Ste. 1650

City: Dallas

State: TX

Country: USA Zip: 75240

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Texas  
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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2227742      2227743

Additional sheet(s) attached?  Yes  No

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

PRITCHETT      PRITCHETT & ASSOCIATES

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

Name: Craig W. Weinlein

Internal Address: Carrington, Coleman, Sloman & Blumenthal, L.L.P.

Street Address: 200 Crescent Ct., Ste. 1500

City: Dallas

State: TX Zip: 75201

Phone Number: (214) 855-3051

Fax Number: (214) 855-1333

Email Address: cweinlein@ccsb.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number 03-0840

Authorized User Name Craig W. Weinlein

**9. Signature:**

Craig W. Weinlein  
Signature

March 1, 2005

Date

Craig W. Weinlein

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

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

03/04/2005 ECDOPER 00000138 030840 2227742

01 FC:8521 40.00 BA

02 FC:8522 25.00 BA

SEP 30 1993

ARTICLES OF MERGER  
OF DOMESTIC CORPORATIONS      Corporations Section

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, PRITCHETT & ASSOCIATES, INC. and PRITCHETT PUBLISHING COMPANY, referred to as the "Constituent Corporations," adopt the following Articles of Merger for all the purposes of merging PRITCHETT & ASSOCIATES, INC. into PRITCHETT PUBLISHING COMPANY

1. The Plan of Merger that has been approved by the shareholders of each of the Constituent Corporations in the manner prescribed by the Texas Business Corporation Act, is set forth in Exhibit A, attached and incorporated by reference into these Articles the same as if fully copied and set forth at length.

2. For each of the Constituent Corporations, the number of shares outstanding and the designation and number of outstanding shares of each class that are entitled to vote as a class on a merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
PRITCHETT & ASSOCIATES, INC.	1,000	Common	1,000
PRITCHETT PUBLISHING COMPANY	1,000,000	Common	1,000,000

3. For each of the Constituent Corporations, the number of shares that voted for and against the plan of merger, and the number of shares of each class that voted for and against the

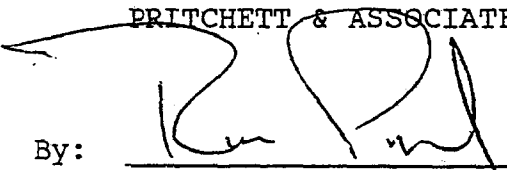
plan, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
PRITCHETT & ASSOCIATES, INC.	1,000	-0-
PRITCHETT PUBLISHING COMPANY	1,000,000	-0-

Dated: September 16, 1993.


PRITCHETT & ASSOCIATES, INC.

By:

  
\_\_\_\_\_  
RON POUND, President

PRITCHETT PUBLISHING COMPANY

By:

  
\_\_\_\_\_  
PRICE PRITCHETT, President

ARTICLES OF CORRECTION TO ARTICLES OF MERGER  
OF DOMESTIC CORPORATION

NOV 29 1993

Corporations Section

On September 30, 1993, *PRITCHETT & ASSOCIATES, INC.* and *PRITCHETT PUBLISHING COMPANY* filed Articles of Merger with an attached Plan and Agreement of Reorganization by merger of Pritchett & Associates, Inc. into Pritchett Publishing Company and under the name of Pritchett Publishing Company, hereinafter *Plan*.

Article IV of the *Plan* incorrectly stated the basis of converting shares and should be corrected. Article IV, Section 4.02 (a) should correctly read as follows:

4.02 (a) The shareholders of Pritchett & Associates, Inc. shall be entitled to receive 251,228 shares of the common stock of Pritchett Publishing Company, each of \$0.01 par value, being 20.08% of the total outstanding common stock of the surviving corporation, to be distributed on the basis of 251.228 shares for each share of common stock of Pritchett & Associates, Inc.

For each of the constituent corporations, the number of shares outstanding and the designation and number of outstanding shares of each class that are entitled to vote as a class on the Articles of Correction are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Entitled to Vote as a Class Designation of Class</u>	<u>Number of Shares</u>
PRITCHETT & ASSOCIATES, INC.	1,000	Common	1,000
PRITCHETT PUBLISHING COMPANY	1,000,000	Common	1,000,000

3. For each of the Constituent Corporations, the number of shares that voted for and against the Articles of Correction, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>
PRITCHETT & ASSOCIATES, INC.	1,000	-0-
PRITCHETT PUBLISHING COMPANY	1,000,000	-0-

Dated: NOVEMBER 22, 1993.

PRITCHETT & ASSOCIATES, INC.

By:

  
\_\_\_\_\_  
RON POUND, President

PRITCHETT PUBLISHING COMPANY

By:

  
\_\_\_\_\_  
PRICE PRITCHETT, President

PLAN AND AGREEMENT OF REORGANIZATION  
by merger of  
PRITCHETT & ASSOCIATES, INC.  
into  
PRITCHETT PUBLISHING COMPANY  
and under the name of  
PRITCHETT PUBLISHING COMPANY

This is a Plan and Agreement of Merger between PRITCHETT & ASSOCIATES, INC., a Texas corporation, and PRITCHETT PUBLISHING COMPANY, sometimes referred to in this Agreement as the "Surviving Corporation." The parties to this Agreement are collectively referred to in this Agreement as the "Constituent Corporations."

ARTICLE 1

PLAN OF MERGER

Adoption of Plan

1.01. A plan of reorganization of PRITCHETT & ASSOCIATES, INC. and PRITCHETT PUBLISHING COMPANY, pursuant to the provisions of Articles 5.01 et seq. of the Texas Business Corporation Act and Section 368(a)(1)(F) of the Internal Revenue Code, is adopted as follows:

(a) PRITCHETT & ASSOCIATES, INC. shall be merged into PRITCHETT PUBLISHING COMPANY, to do business and be governed by the laws of the State of Texas.

(b) The name of the Surviving Corporation shall be: PRITCHETT PUBLISHING COMPANY

(c) When this Agreement becomes effective, the existence of PRITCHETT & ASSOCIATES, INC. as a distinct entity shall cease. At that time, the Surviving Corporation shall succeed, without other transfer, to all the rights and property of PRITCHETT &

ASSOCIATES, INC., and the Surviving Corporation shall be subject to all the debts and liabilities of PRITCHETT & ASSOCIATES, INC. in the same manner as if the Surviving Corporation had itself incurred the debts and liabilities. All rights of creditors and all liens on the property of PRITCHETT & ASSOCIATES, INC. shall remain in force with respect to property affected by such liens immediately prior to the merger.

(d) The Surviving Corporation shall carry on business with the assets of the Constituent Corporations as these corporations existed immediately prior to the merger.

(e) The shareholders of PRITCHETT & ASSOCIATES, INC. shall surrender all of their shares in the manner set forth in this Agreement.

(f) In exchange for the shares of PRITCHETT & ASSOCIATES, INC. surrendered by its shareholders, the Surviving Corporation shall issue and transfer to such shareholders on the basis set forth in this Agreement, shares of its common stock.

(g) The shareholders of PRITCHETT PUBLISHING COMPANY shall retain their shares as shares of the Surviving Corporation.

**Effective Date**

1.02. The effective date of the merger, referred to in this Agreement as the "Effective Date," shall be October 1, 1993.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF  
CONSTITUENT CORPORATIONS

Disappearing Corporation

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, PRITCHETT & ASSOCIATES, INC. represents and warrants to the Surviving Corporation as follows:

(a) PRITCHETT & ASSOCIATES, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with the corporate power and authority to own, lease, and operate property and carry on its business as it is now being conducted. PRITCHETT & ASSOCIATES, INC. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction. A copy of the Articles of Incorporation and the Bylaws of PRITCHETT & ASSOCIATES, INC., including all amendments effective as of the date of this Agreement, have been delivered to PRITCHETT PUBLISHING COMPANY, and are complete and correct.

(b) PRITCHETT & ASSOCIATES, INC. has an authorized capitalization of \$100,000.00, consisting on the date of this Agreement of 100,000 shares of common stock, \$1.00 par value per share, of which 1,000 shares are validly issued, outstanding, and fully paid.



## Surviving Corporation

2.02. As a material inducement to PRITCHETT & ASSOCIATES, INC. to execute and perform its obligations under this Agreement, PRITCHETT PUBLISHING COMPANY represents and warrants to PRITCHETT & ASSOCIATES, INC. as follows:

(a) PRITCHETT PUBLISHING COMPANY is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted. PRITCHETT PUBLISHING COMPANY is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) PRITCHETT PUBLISHING COMPANY has an authorized capitalization of \$100,000.00, consisting on the date of this Agreement of 10,000,000 shares of common stock, \$0.01 par value per share of which 1,000,000 shares are validly issued and outstanding, fully paid, and nonassessable.

## Securities Law

2.03. The Constituent Corporations warrant to mutually arrange for and manage all necessary procedures under the requirements of federal and Texas securities laws and the related supervisory commissions to insure that this plan and Agreement is properly processed to comply with all federal and state registration requirements, or to take full advantage of any lawful and applicable exemptions from registration.

ARTICLE 3

TERMS, CONDITIONS, AND PROCEDURES PRIOR TO  
EFFECTIVE DATE

**Submission to Shareholders and Filing**

3.01. This Agreement shall be submitted for approval separately to the shareholders of the Constituent Corporations in the manner provided by the laws of the State of Texas.

**Interim Conduct of Business; Limitations**

3.02. Each of the Constituent Corporations will carry on its business in substantially the same manner as prior to the date of this Agreement and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its good will in relationships with suppliers and others transacting business with the corporation.

**Expenses**

3.03. (a) If the merger set forth in this Agreement is consummated, the Surviving Corporation shall pay all costs and expenses of the merger.

(b) If the merger set forth in this Agreement is not consummated, each party to this Agreement shall pay its own costs and expenses incident to the contemplated merger.

ARTICLE 4

MANNER AND BASIS OF CONVERTING SHARES

**Manner of Converting Shares**

4.01. The holders of shares of PRITCHETT & ASSOCIATES, INC.

shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

#### **Basis of Converting Shares**

4.02. (a) The shareholders of PRITCHETT & ASSOCIATES, INC. shall be entitled to receive 1,000,000 shares of the common stock of PRITCHETT PUBLISHING COMPANY, each of \$0.01 par value, being 50 percent of the total outstanding common stock of the Surviving Corporation, to be distributed on the basis of one thousand shares for each share of common stock of PRITCHETT & ASSOCIATES, INC.

#### **Capital Structure of Surviving Corporation**

4.03. The currently outstanding 1,000,000 shares of common stock of PRITCHETT PUBLISHING COMPANY, each of \$0.01 par value, shall remain outstanding as common stock, each of \$0.01 par value, of the Surviving Corporation.

### **ARTICLE 5**

#### **DIRECTORS AND OFFICERS**

##### **Directors and Officers of Surviving Corporation**

5.01. The present Board of Directors of PRITCHETT PUBLISHING COMPANY shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

5.02. If a vacancy exists on the Board of Directors of the Surviving Corporation on the Effective Date, the vacancy may be

filed by the Board of Directors as provided in the bylaws of the Surviving Corporation.

5.03. All persons who at the Effective Date are executive or administrative officers of PRITCHETT PUBLISHING COMPANY, shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint such additional officers as it deems necessary.

#### ARTICLE 6

##### ARTICLES OF INCORPORATION AND BYLAWS

###### Articles of Incorporation of Surviving Corporation

6.01. The Articles of Incorporation of PRITCHETT PUBLISHING COMPANY shall continue in full force as the Articles of the Surviving Corporation until further amended as provided in the Articles or as provided by law.

###### Bylaws of Surviving Corporation

6.02. The Bylaws of PRITCHETT PUBLISHING COMPANY as existing on the Effective Date, shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the Bylaws or as provided by law.

#### ARTICLE 7

##### ENFORCEMENT AND INTERPRETATION

###### Entire Agreement and Counterparts

7.01. This instrument and any exhibits attached to and incorporated into the instrument contain the entire Agreement between the parties with respect to the transaction contemplated by

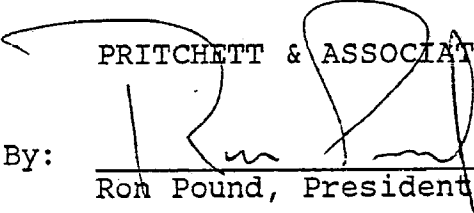
the Agreement. It may be executed in any number of counterparts; however, all counterparts taken together shall be deemed to constitute one original.

7.02. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas.

Dated: September 16, 1993.

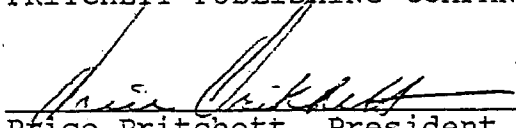
PRITCHETT & ASSOCIATES, INC.

By:

  
\_\_\_\_\_  
Ron Pound, President

PRITCHETT PUBLISHING COMPANY

By:

  
\_\_\_\_\_  
Price Pritchett, President