

05-06-2005



102996496

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

5-405

1. Name of conveying party(ies):

Agra USA, Inc.
2302 W. 1st Street
Cedar Falls, Iowa 50613

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Agra Informa, Inc.

Internal Address: 1725 K Street, NW

Street Address: Suite 506

City: Washington

State: DC

Country: _____ Zip: 20006

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- 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 /Execution Date(s) :

Execution Date(s) December 15, 2004

- 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)

B. Trademark Registration No.(s)

2279497

Additional sheet(s) attached? Yes No

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

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

Name: Quan Le

Internal Address: _____

Street Address: Murtha Cullina LLP
99 High Street, 20th Floor

City: Boston

State: MA Zip: 02110

Phone Number: _____

Fax Number: _____

Email Address: qlc@murthalaw.com

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 _____
Expiration Date _____

b. Deposit Account Number 08-1388

Authorized User Name H. Kennedy Hudner

9. Signature: H. Kennedy Hudner
Signature

May 2, 2005

Date

H. Kennedy Hudner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

05/05/2005 ECDOPER 00000111 081388 2279497

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DEC. 29. 2004 11:48AM KONOWITZ&GREENBERG781 235 2755

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:33 PM 12/22/2004
FILED 03:24 PM 12/22/2004
SRV 040932924 - 3873956 FILE

AGREEMENT OF MERGER

OF

Agra USA, Inc.

INTO

Agra Informa, Inc.

AGREEMENT OF MERGER dated this 15, day of December, 2004, pursuant to Section 252 of the General Corporation Law of the State of Delaware, between Agra Informa, Inc. a Delaware corporation and Agra USA, Inc. an Iowa corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Agra USA, Inc. shall be and hereby is merged into Agra Informa, Inc., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Agra Informa, Inc. as heretofore amended and is in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the surviving corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of common stock of the merged corporation which shall be outstanding on the effective date of this Agreement, all rights in respect thereto shall

forthwith be changed and converted into equal shares of common stock of the surviving corporation. There are 10 authorized shares with no par value of the nonsurviving entity.

(c) After the effective date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the merged corporation shall surrender the same to the surviving corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the surviving corporation on the basis provided herein. Until so surrendered, the outstanding shares of stock of the merged corporation to be converted into the stock of the surviving corporation as provided herein may be treated by the surviving corporation for all corporate purposes as evidencing the ownership of shares of the surviving corporation as though said surrender and exchange had taken place. After the effective date of this Agreement, each registered owner of any uncertificated shares of common stock of the merged corporation shall have said shares cancelled and said registered owner shall be entitled to the number of common shares of the surviving corporation on the basis provided herein.

FOURTH: The terms and conditions of the merger are as follows:

(a) The by-laws of the surviving corporation as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended and repealed as therein provided.


(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

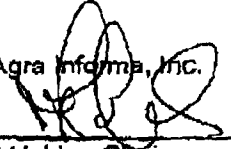
(c) This merger shall become effective upon filing with the Secretary of State of Delaware. However, for all accounting purposes, the effective date of the merger shall be as of the close of business on December 29, 2004.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the

merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Chairman of the board of Directors of each party hereto as the respective act, deed and agreement of said corporations on this 15 day of December. The merger was approved by the stockholders of the company.

Agra USA, Inc.

By: _____
Michael Hobbs, Chairman of the Board of Directors

Agra Informa, Inc.

By: _____
Michael Hobbs, Chairman of the Board of Directors

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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

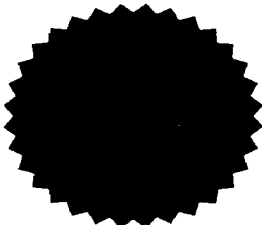
"AGRA USA, INC.", A IOWA CORPORATION,

WITH AND INTO "AGRA INFORMA, INC." UNDER THE NAME OF "AGRA INFORMA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2004, AT 3:24 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2004.

3873956 8100M

050299583



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3809490

DATE: 04-13-05

RECORDED: 05/04/2005

TRADEMARK
REEL: 003156 FRAME: 0620