

Trademark Recordation Form Cover Sheet (Continued)

1. Names of Additional Conveying Parties

Taylor & Francis Books, Inc. – a New York corporation

Taylor & Francis Inc. – a Delaware corporation

4. Trademark Registration Nos.

2,276,034; 1,208,259; 1,598,527; 2,634,619; 2,590,911; 991,426; 2,866,608; 2,982,388;
1,768,638; 2,641,308; 2,623,169; 2,653,923; 2,437,883; 2,634,805; 2,653,924; 2,593,977;
2,577,820; 2,668,774; 2,653,435; 2,217,370; 2,304,036; 2,269,617; 2,600,676; 2,628,018;
1,881,023; 1,789,350; 1,777,840; 1,768,637; 1,823,364; 1,778,914; 2,576,090; 2,682,300;
2,630,085; 2,685,945; 2,577,821; 2,619,732; 1,913,939; 1,778,915; 2,614,059; 1,260,903;
2,743,082; 2,655,627; 2,847,869; 2,566,945;

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 MERGER, WHICH MERGES:

"CRC PRESS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

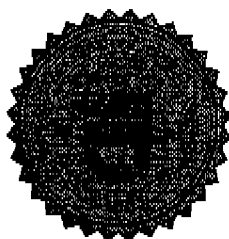
"TAYLOR & FRANCIS BOOKS, INC.", A NEW YORK CORPORATION,

"TAYLOR & FRANCIS INC.", A DELAWARE CORPORATION,

WITH AND INTO "TAYLOR & FRANCIS GROUP, LLC" UNDER THE NAME OF "TAYLOR & FRANCIS GROUP, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2004, AT 11:16 O'CLOCK A.M.

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

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3894609 8100M

040925798

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3567388

DATE: 12-21-04

TRADEMARK

REEL: 003173 FRAME: 0798

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:34 AM 12/21/2004
FILED 11:16 AM 12/21/2004
SRV 040925798 - 3894609 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER

OF

TAYLOR & FRANCIS BOOKS, INC.
(A NEW YORK CORPORATION),

TAYLOR & FRANCIS INC.
(A DELAWARE CORPORATION),

CRC PRESS LLC
(A DELAWARE LIMITED LIABILITY COMPANY),

AND

TAYLOR & FRANCIS GROUP, LLC
(A DELAWARE LIMITED LIABILITY COMPANY)

This Certificate of Merger to effectuate the merger as herein set forth is filed pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act and Title 8, Section 264 of the Delaware General Corporation Law, by each of the undersigned surviving limited liability company and the merging corporations and limited liability company, who each certify as follows:

1. The name of the party surviving the merger is the surviving limited liability company **Taylor & Francis Group, LLC**. The jurisdiction in which this surviving limited liability company was formed is the State of Delaware. The surviving limited liability company will continue its existence as the surviving limited liability company under its same name. No amendment or change in the Certificate of Formation of the surviving limited liability company is desired, and the Certificate of Formation of the surviving limited liability company as now in force shall continue to be the Certificate of Formation of the surviving limited liability company until amended and changed pursuant to the provisions of the laws of the State of Delaware.

2. The name of one of the two merging corporations being merged into the surviving limited liability company is **Taylor & Francis Books, Inc.** The jurisdiction in which this merging corporation was organized is the State of New York.

3. The name of the other of the two merging corporations being merged into the surviving limited liability company is **Taylor & Francis Inc.** The jurisdiction in which this merging corporation was organized is the State of Delaware.

4. The name of the merging limited liability company being merged into the surviving limited liability company is **CRC Press LLC**. The jurisdiction in which this limited liability company was formed is the State of Delaware.

5. **An Agreement and Plan of Merger** governing the merger has been approved, adopted, certified, executed and acknowledged by each of the surviving limited liability company and the merging corporations and limited liability company and has been approved and adopted by each of their respective boards of directors, board of managers, shareholders and members, as applicable, in accordance with the provisions of the Delaware Limited Liability Company Act and the Delaware General Corporation Law, to wit, (a) by the surviving limited liability company, its board of managers and its sole member in the same manner as is provided by the Delaware Limited Liability Company Act, (b) by the merging limited liability company and its sole member in the same manner as is provided by the Delaware Limited Liability Company Act, (c) by the New York merging corporation, its board of directors and its sole shareholder in the same manner as is provided by the New York Business Corporation Law, and (d) by the Delaware merging corporation, its board of directors and its sole shareholder in the same manner as is provided by the Delaware General Corporation Law.


6. The merger is to be effective on the future effective date of December 31, 2004, after the filing of this Certificate of Merger in the office of the Delaware Secretary of State insofar as the Limited Liability Company Act and General Corporation Law of the State of Delaware shall govern the future effective date.

7. The executed Agreement and Plan of Merger is on file at an office of the surviving limited liability company located at 2000 N.W. Corporate Boulevard, Boca Raton, Florida 33431.

8. A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of the surviving limited liability company, to any member of the merging limited liability company and to any stockholder of either of the merging corporations.

IN WITNESS WHEREOF, each of the surviving limited liability company and the merging corporations and limited liability company have each caused this Certificate of Merger to be signed by a respective duly authorized person this 20th day of December, 2004.

CRC Press LLC

By: 
 Name: **Timothy Emmett Dages**
 Title: Chief Financial Officer, Chief Operating Officer

Taylor & Francis Inc.

By: 
 Name: **Timothy Emmett Dages**
 Title: Secretary, Treasurer

Taylor & Francis Books, Inc.

By: 
 Name: **Timothy Emmett Dages**
 Title: Secretary, Treasurer

Taylor & Francis Group, LLC

By: 
 Name: **Timothy Emmett Dages**
 Title: Secretary, Treasurer

**AGREEMENT AND PLAN OF MERGER AMONG
TAYLOR & FRANCIS BOOKS, INC., TAYLOR & FRANCIS INC.,
CRC PRESS LLC AND TAYLOR & FRANCIS GROUP, LLC**

This Agreement and Plan of Merger dated as of the 15th day of December, 2004, is entered into by and among Taylor & Francis Books, Inc., a New York business corporation (herein called the "NY Merging Corporation"), Taylor & Francis Inc., a Delaware business corporation (herein called the "DE Merging Corporation"), CRC Press LLC, a Delaware limited liability company (herein called the "Merging LLC"), and Taylor & Francis Group, LLC., a Delaware limited liability company (herein called the "Surviving Entity"). The NY Merging Corporation, the DE Merging Corporation and the Merging LLC are herein collectively called the "Merging Entities".

BACKGROUND

A. The NY Merging Corporation was duly incorporated and organized and remains subsisting and existing as a business corporation under the laws of the State of New York. The NY Merging Corporation was originally incorporated under the name Routledge Holdings Inc., then changed its name to Routledge Inc., before changing its name to its current name. The DE Merging Corporation was duly incorporated and organized and remains subsisting and existing as a business corporation under the laws of the State of Delaware. The Merging LLC was duly formed and remains subsisting and existing as a limited liability company under the laws of the State of Delaware. The Merging LLC was originally formed under the name CRC Press I LLC before changing its name to its current name. The Surviving Entity was duly formed and remains subsisting and existing as a limited liability company under the laws of the State of Delaware.

B. The Merging Entities and the Surviving Entity are each a wholly owned indirect subsidiary of T&F Informa plc.

C. The parties to this Agreement and Plan of Merger, in consideration of the mutual agreements of each party as set forth herein, deem it advisable and generally for the welfare and benefit and in the best interests of each of the said parties, that each of the Merging Entities merge with and into the Surviving Entity under and pursuant to the terms and conditions herein set forth (the "Merger").

NOW THEREFORE, the parties to this Agreement and Plan of Merger, by their duly authorized undersigned Officers, as adopted, approved, authorized and directed by their respective Shareholders, Members, Boards of Directors and Board of Managers, as the case may be, in consideration of the mutual covenants, agreements and provisions herein contained, and for other good and valuable consideration, and intending to be legally bound, do hereby agree upon, certify and prescribe the terms and conditions of the Merger and the mode of carrying them into effect, as follows:

1. **Effective Time Of Merger.** This Agreement and Plan of Merger and the Merger shall become effective December 31, 2004 (the "effective time of the Merger") upon compliance with the filing of certificates of merger with the Secretaries of State of the States of

New York and Delaware in accordance with the applicable provisions of the New York Business Corporation Law, the New York Limited Liability Company Law, the Delaware General Corporation Law and the Delaware Limited Liability Company Act.

2. **Merger.** At the effective time of the Merger, the Merging Entities shall be merged with and into the Surviving Entity in accordance with the provisions of applicable law and the terms and conditions of this Agreement and Plan of Merger, and thereupon, the separate existence of each of the Merging Entities shall cease except insofar as it may be continued by law, and the Surviving Entity shall continue to exist as the sole surviving party hereunder as a limited liability company formed under the laws of the State of Delaware.

3. **Certificate of Formation Of Surviving Entity.** The Certificate of Formation of the Surviving Entity as in effect immediately prior to the effective time of the Merger, and incorporated herein by reference, shall continue in full force and effect as the Certificate of Formation of the Surviving Entity after the Merger until the same shall thereafter be duly amended in accordance with law by the Surviving Entity.

4. **Operating Agreement Of Surviving Entity.** The Operating Agreement of the Surviving Entity as in effect immediately prior to the effective time of the Merger, and incorporated herein by reference, shall continue in full force and effect as the Operating Agreement of the Surviving Entity after the Merger until the same shall thereafter be duly amended in accordance with the provisions thereof and law by the Surviving Entity.

5. **Managers and Officers of the Surviving Entity.** The Managers and Officers of the Surviving Entity in office immediately prior to the effective time of the Merger shall not be changed by reason of the Merger and shall be and remain the Managers and Officers after the Merger until the end of the respective terms for which they were appointed or elected, and until their respective successors are appointed or elected and qualified, subject to death, resignation, removal or such other changes as may otherwise occur in accordance with the Operating Agreement (as the same may hereafter be amended) of the Surviving Entity and/or law.

6. **Effect Of Merger.** Upon the Merger becoming effective, the separate corporate or limited liability company existence, as the case may be, of each of the Merging Entities shall cease except insofar as it may be continued by law, and thereupon the Surviving Entity and the Merging Entities shall be merged with and into a single surviving entity being the Surviving Entity, and all the property, rights, powers, privileges, immunities, purposes, franchises, patents, trademarks, copyrights, licenses, registrations and other assets of every kind and description of each of the Merging Entities shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed, and all such property, rights and every other interest of the Surviving Entity and of each of the Merging Entities shall be as effectively the property of the Surviving Entity as they were before the Merger of the Surviving Entity and of each of the Merging Entities respectively, and shall not revert or be in any way impaired by reason of the Merger. Each of the Merging Entities hereby agrees, from time to time, as and when requested by the Surviving Entity, or by its successors and 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 Entity, or its successors and assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Entity, or its successors and assigns,

title to and possession of any property of each or any of the Merging Entities acquired or to be acquired by reason of, or as a result of, the Merger herein provided and otherwise to carry out the intent and purposes hereof, and any of the proper Officers and Directors of each or any of the Merging Entities, and any of the proper Officers and Managers of the Surviving Entity in the name of each or any of the Merging Entities or otherwise, are fully authorized to take any and all such action. All rights of creditors and all liens upon the property of any of the Merging Entities party hereto shall be preserved unimpaired, and all debts, liabilities, obligations, restrictions and duties of each of the Merging Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities, obligations, restrictions and duties had been incurred or contracted by it. All corporate or limited liability company actions of each or any of the Merging Entities validly in effect immediately prior to the effective time of the Merger shall for all purposes be taken as actions of the Surviving Entity upon the Merger and shall be as effective and binding thereon as the same were with respect to each or any of the Merging Entities. The Merger shall also have all effects provided by law, including, but not limited to, those set forth in § 906 of the New York Business Corporation Law, § 259 of the Delaware General Corporation Law and § 18-209 of the Delaware Limited Liability Company Act.

7. **Outstanding Stock/Units/Interests And Approvals.** The NY Merging Corporation has issued only 4,851 shares of common stock of par value \$.001 each (out of 5,851 authorized shares), all of which were duly authorized, validly issued, remain outstanding, were fully paid and are nonassessable, and all of which were entitled to vote individually and as a single class of common stock with respect to this Agreement and Plan of Merger. All such issued shares of the NY Merging Corporation were voted in favor of adoption, approval and authorization of this Agreement and Plan of Merger (as unanimously adopted, approved and authorized by the NY Merging Corporation's Board of Directors). The aforesaid number of outstanding shares of the NY Merging Corporation is subject to change prior to the effective time of the Merger by reason of any issuance of additional shares. The DE Merging Corporation has issued only 800 shares of common stock without par value (out of 1,000 authorized shares), all of which were duly authorized, validly issued, remain outstanding, were fully paid and are nonassessable, and all of which were entitled to vote individually and as a single class of common stock with respect to this Agreement and Plan of Merger. All such issued shares of the DE Merging Corporation were voted in favor of adoption, approval and authorization of this Agreement and Plan of Merger (as unanimously adopted, approved and authorized by the DE Merging Corporation's Board of Directors). The aforesaid number of outstanding shares of the DE Merging Corporation is subject to change prior to the effective time of the Merger by reason of any issuance of additional shares. The Merging LLC has issued all its 100 units of membership interests (all of which were duly authorized, validly issued, remain outstanding, were fully paid and are nonassessable) to a single member, who governs the Merging LLC and who adopted, approved and authorized this Agreement and Plan of Merger. The aforesaid number of units of membership interests of the Merging LLC is subject to change prior to the effective time of the Merger by reason of any issuance of additional membership interests. The Surviving Entity has issued all its 100 units of membership interests (all of which were duly authorized, validly issued, remain outstanding, were fully paid and are nonassessable) to a single member, who adopted, approved and authorized this Agreement and Plan of Merger (as unanimously adopted, approved and authorized by the Surviving Entity's Board of Managers).

The aforesaid number of units of membership interests of the Surviving Entity is subject to change prior to the effective time of the Merger by reason of any issuance of additional units of membership interests. All such adoptions, approvals and authorizations of this Agreement and Plan of Merger were in accordance with the applicable provisions of the New York Business Corporation Law, the New York Limited Liability Company Law, the Delaware General Corporation Law and the Delaware Limited Liability Company Act.

8. **Cancellation Of Stock/Interests.** The manner of and the basis for converting the outstanding shares of capital stock or membership interests of each of the Merging Entities, as the case may be, into units, rights or securities of or interests in the Surviving Entity, and the mode for carrying into effect the Merger contemplated hereby, shall be that, given that as set forth above, each of the Merging Entities and the Surviving Entity is already a wholly owned indirect subsidiary of T&F Informa plc, upon the effective time of the Merger, all issued and outstanding shares of capital stock, including treasury stock, and membership interests of and in each of the Merging Entities, as the case may be, shall be cancelled and nothing shall be issued in exchange therefor. None of the units, rights, securities of or interests in the Surviving Entity issued and outstanding at the effective time of the Merger shall be converted or exchanged as a result of the Merger, but all of such shall remain authorized, issued and outstanding units, rights, securities of or interests in the Surviving Entity, as the same presently exist or as may exist immediately prior to the effective time of the Merger.

9. **Amendment Or Termination Of Merger.** This Agreement and Plan of Merger may be amended by the mutual agreement of the respective Boards of Directors, Board of Managers, Shareholders and Members, as the case may be, of the parties hereto at any time prior to the effective time of the Merger. This Agreement and Plan of Merger may be terminated or abandoned by the Board of Managers and Member of the Surviving Entity at any time prior to the effective time of the Merger. Any of the Merging Entities by action of its Board of Directors and its Shareholder or Member, as the case may be, may withdraw from this Plan of Merger at any time prior to the effective time of the Merger, thereby terminating or abandoning this Agreement and Plan of Merger. If certificates of merger with respect to the Merger have been filed with the New York Secretary of State and/or the Delaware Secretary of State prior to any such amendment or termination, a certificate(s) of amendment or termination or abandonment, as appropriate, of the certificate(s) of merger and this Agreement and Plan of Merger shall be filed with such Secretary(ies) of State prior to the effective time of the Merger in accordance with the applicable provisions of the New York Business Corporation Law, the New York Limited Liability Company Law, the Delaware General Corporation Law and the Delaware Limited Liability Company Act.

10. **Authorization Of Officers.** The President, any Vice President, the Secretary any Assistant Secretary, the Treasurer or the Chief Financial Officer of each party hereto, is hereby authorized and directed, before and after the effective time of the Merger, to perform all such further acts, and execute any and all certificates, agreements, papers and documents, arising from, in connection with or relating to the Merger contemplated or intended by this Agreement and Plan of Merger as any of them shall, in his or her sole discretion, deem advisable, and to deliver the same, including, but not limited to, such certificates, articles, statements and other documents as may be required by the State of New York, the State of Delaware or any other

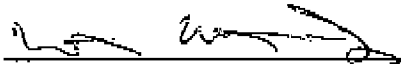
jurisdiction to effectuate the Merger or any provision of this Agreement and Plan of Merger, and to cause any of the same to be filed in the manner provided by law.

11. **Governing Law.** This Agreement and Plan of Merger shall be governed by and construed in all respects in accordance with the applicable provisions of the laws of the State of Delaware except to the extent the laws of the State of New York must govern with respect to the merger of the NY Merging Corporation.

12. **Execution.** This Agreement and Plan of Merger may be executed (facsimile signatures shall be acceptable as original signatures in executing this Agreement and Plan of merger) in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their respective Officers duly authorized as of the date first set forth above.


Taylor & Francis Books, Inc.

By: 
Name: **Timothy Emmett Dages**
Title: Secretary and Treasurer

Taylor & Francis Inc.

By: 
Name: **Timothy Emmett Dages**
Title: Secretary and Treasurer

CRC Press LLC

By: 
Name: **Timothy Emmett Dages**
Title: Chief Financial Officer and Chief
Operating Officer

Taylor & Francis Group, LLC

By: 
Name: **Timothy Emmett Dages**
Title: Secretary and Treasurer