

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the recordation of merger previously recorded on Reel 002928 Frame 0923. Assignor(s) hereby confirms the meger had no effect on U.S. Registration No. 2,473,832.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen Marketing, Inc.		08/27/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Aspen Marketing Services, Inc.		
Street Address:	1240 North Avenue West		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60185		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2473832	ASPEN MARKETING GROUP	
CORRESPONDENCE DATA			
Fax Number:	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-610-6100		
Email:	boxip@hhlaw.com		
Correspondent Name:	Timothy J. Lyden		
Address Line 1:	8300 Greensboro Drive, Suite 1100		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	68655.01		
NAME OF SUBMITTER:	Timothy J. Lyden		
Signature:	/Timothy J. Lyden/		

CH \$40.00 2473832

Date:

11/23/2005

Total Attachments: 5

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is hereby made and entered into as of August 27, 2004, by and among AMG Mergerco, Inc., a Delaware corporation ("Parent"), AMG Borrower, Inc., a Delaware corporation ("Surviving Corporation") and Aspen Marketing, Inc., a California corporation ("Aspen"), Surviving Corporation and Aspen being sometimes hereinafter collectively referred to herein as the "Constituent Entities."

RECITALS

WHEREAS, Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware and is a foreign corporation qualified to transact intrastate business under the laws of the State of California;

WHEREAS, Aspen is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, Parent is the sole stockholder of Surviving Corporation and desires Surviving Corporation to merge with Aspen;

WHEREAS, AMGI Holdings, Inc., a Delaware corporation, ("AMGI") is the sole stockholder of Aspen and desires Aspen to merge with and into Surviving Corporation; and

WHEREAS, the respective Boards of Directors of Surviving Corporation and Aspen have approved and determined that it is advisable and in the Constituent Entities' best interests that Aspen merge with and into Surviving Corporation, with Surviving Corporation as the surviving corporation, upon the terms and conditions provided herein and subject to the provisions of Section 252 of the Delaware General Corporation Law (the "DGCL") and Section 1101 of the California General Corporation Law (the "CGCL"). The terms and conditions of the merger have been approved by Parent as the sole stockholder of Surviving Corporation and by AMGI as the sole stockholder of Aspen.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Parent consents and the Constituent Entities hereby agree, pursuant to the laws of the States of California and Delaware, that the above-described transactions shall be consummated subject to and in accordance with the following terms and conditions of this Agreement and that Surviving Corporation and Aspen will execute and file this Agreement with the Secretary of State of the State of Delaware and with the Secretary of State of the State of California, as required by law.

ARTICLE I THE MERGER

1.1 Merger. At the Effective Time (as defined below) and in accordance with the provisions of this Agreement and Section 252 of the DGCL, (a) Aspen shall be merged with and

into Surviving Corporation (the "Merger"), (b) the separate existence of Aspen shall cease and (c) "Aspen Marketing Services, Inc." shall be the name of the Surviving Corporation.

1.2 Effectiveness. The Merger shall have the effect specified in Section 252 of the DGCL and Section 1107 of the CGCL. As between the Constituent Entities, the Merger shall be effective upon the filing of this Agreement with the Secretary of State of the State of Delaware and the Secretary of State of the State of California as prescribed by law (the "Effective Time").

1.3 Filings. This Agreement shall be filed with the Secretary of State of the State of California and the Secretary of State of the State of Delaware and recorded, all in accordance with the applicable provisions of the respective laws of the State of California and of the State of Delaware.

ARTICLE II CHARTER DOCUMENTS, MANAGEMENT

2.1 Certificate of Incorporation. The Amended and Restated Certificate of Incorporation of Surviving Corporation attached hereto as Exhibit A, changing the name of Surviving Corporation to "Aspen Marketing Services, Inc.", shall be the Certificate of Incorporation of the Surviving Corporation until amended in accordance with the provisions thereof and of applicable law.

2.2 Bylaws. The Bylaws of Surviving Corporation in effect immediately prior to the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Officers and Directors. The officers and directors of Surviving Corporation immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by the DGCL, the Certificate of Incorporation and/or the Bylaws of the Surviving Corporation.

ARTICLE III EFFECT ON CAPITAL STOCK

3.1 Aspen Capital Stock. Upon the Effective Time, the issued and outstanding stock of Aspen, all of which is held by AMGI, shall, by virtue of the Merger and without consideration or any further action by either of the Constituent Entities, be cancelled and shall cease to exist. Any shares of Aspen capital stock held in the treasury of Aspen immediately prior to the Effective Time shall be cancelled and shall cease to exist without consideration.

ARTICLE IV MISCELLANEOUS

4.1 Further Actions. If at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers

and franchises of the Constituent Entities, the officers and directors of Surviving Corporation are fully authorized in the name of the Aspen, Surviving Corporation or otherwise to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

4.2 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.3 Entire Agreement. This Agreement constitutes and contains the entire agreement of the parties and supersedes any and all prior negotiations, correspondence understandings and agreements between the parties respecting the subject matter hereof.


4.4 Governing Law. This Agreement and the transactions contemplated hereby shall be governed by, and shall be construed in accordance with, the laws of the State of Delaware.

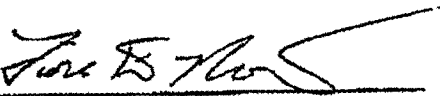
4.5 Amendment. This Agreement may be amended only in writing signed by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASPEN MARKETING, INC.

By: 
Name: Patrick J. O'Rahilly
Title: President

By: 
Name: Fiore DiNovi
Title: Secretary

AMG MERGERCO, INC.

By: _____
Name: Bruce L. Rogers
Title: Vice President

By: _____
Name: Howard S. Lipshutz
Title: Assistant Secretary

AMG BORROWER, INC.

By: _____
Name: Bruce L. Rogers
Title: Vice President

By: _____
Name: Howard S. Lipshutz
Title: Assistant Secretary

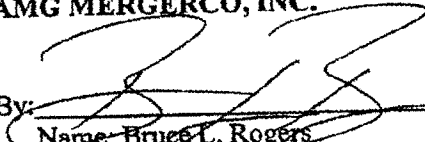
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

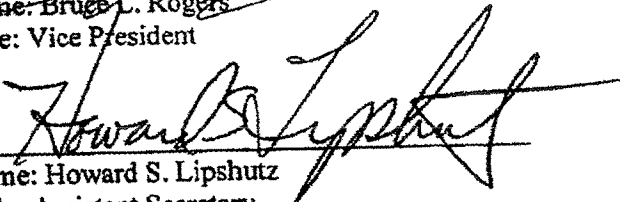
ASPEN MARKETING, INC.

By: _____
Name: Patrick J. O'Rahilly
Title: President

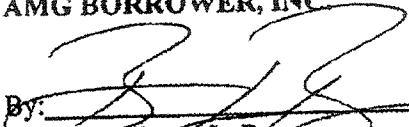
By: _____
Name: Fiore DiNovi
Title: Secretary

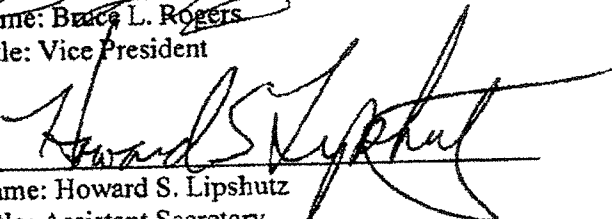
AMG MERGERCO, INC.

By:  _____
Name: Bruce L. Rogers
Title: Vice President

By:  _____
Name: Howard S. Lipshutz
Title: Assistant Secretary

AMG BORROWER, INC

By:  _____
Name: Bruce L. Rogers
Title: Vice President

By:  _____
Name: Howard S. Lipshutz
Title: Assistant Secretary