

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                |
|-----------------------|----------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER         |
| EFFECTIVE DATE:       | 01/01/2006     |

**CONVEYING PARTY DATA**

| Name                  | Formerly | Execution Date | Entity Type               |
|-----------------------|----------|----------------|---------------------------|
| London Publishing Co. |          | 12/28/2005     | CORPORATION: PENNSYLVANIA |

**RECEIVING PARTY DATA**

|                 |                              |
|-----------------|------------------------------|
| Name:           | Kappa Publishing Group, Inc. |
| Street Address: | P.O. Box 736                 |
| City:           | Fort Washington              |
| State/Country:  | PENNSYLVANIA                 |
| Postal Code:    | 19034                        |
| Entity Type:    | CORPORATION: DELAWARE        |

**PROPERTY NUMBERS Total: 12**

| Property Type        | Number  | Word Mark                  |
|----------------------|---------|----------------------------|
| Registration Number: | 1301635 | INSIDE WRESTLING           |
| Registration Number: | 1306992 | KO MAGAZINE                |
| Registration Number: | 2491181 | MARY BETH'S BEAN BAG WORLD |
| Registration Number: | 1297274 | PRO WRESTLING ILLUSTRATED  |
| Registration Number: | 2228960 | PWI                        |
| Registration Number: | 1711605 | THE BIBLE OF BOXING        |
| Registration Number: | 1659736 | THE RING                   |
| Registration Number: | 1668505 | THE RING                   |
| Registration Number: | 1056983 | THE RING                   |
| Registration Number: | 1297275 | THE WRESTLER               |
| Registration Number: | 1340643 | WORLD BOXING               |
| Registration Number: | 1437275 | WRESTLING SUPERSTARS       |

**CH \$315.00 1301635**

**CORRESPONDENCE DATA**

Fax Number: (215)832-5767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215-569-5767  
Email: perry@blankrome.com  
Correspondent Name: David M. Perry  
Address Line 1: One Logan Square  
Address Line 2: 9th Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

|                         |                  |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 111388-00101     |
| NAME OF SUBMITTER:      | David M. Perry   |
| Signature:              | /David M. Perry/ |
| Date:                   | 12/15/2006       |

**Total Attachments: 7**

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**PENNSYLVANIA DEPARTMENT OF STATE  
 CORPORATION BUREAU**

**Articles/Certificate of Merger**

(15 Pa.C.S.)

- Domestic Business Corporation (§ 1926)  
 Domestic Nonprofit Corporation (§ 5926)  
 Limited Partnership (§ 8547)

|   |           |              |
|---|-----------|--------------|
| Name<br><b>William J. Bonner, Esquire</b> |           |              |
| Address<br><b>P.O. Box 736</b>            |           |              |
| City                                      | State     | Zip Code     |
| <b>Fort Washington</b>                    | <b>PA</b> | <b>19034</b> |

Document will be returned to the name and address you enter to the left.



Fee: \$150 plus \$40 additional for each Party in additional to two

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:  
**Kappa Publishing Group, Inc.**

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

|                       |      |       |     |        |
|-----------------------|------|-------|-----|--------|
| (a) Number and Street | City | State | Zip | County |
|                       |      |       |     |        |

(b) Name of Commercial Registered Office Provider \_\_\_\_\_ County \_\_\_\_\_  
 c/o \_\_\_\_\_

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of Delaware and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department)

|                         |                        |           |              |                   |
|-------------------------|------------------------|-----------|--------------|-------------------|
| (a) Number and Street   | City                   | State     | Zip          | County            |
| <b>40 Skippack Pike</b> | <b>Fort Washington</b> | <b>PA</b> | <b>19034</b> | <b>Montgomery</b> |

(b) Name of Commercial Registered Office Provider \_\_\_\_\_ County \_\_\_\_\_  
 c/o \_\_\_\_\_

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of \_\_\_\_\_ and the address of its principal office under the laws of such domiciliary jurisdiction is:

|                   |      |       |     |
|-------------------|------|-------|-----|
| Number and Street | City | State | Zip |
|                   |      |       |     |



Commonwealth of Pennsylvania  
 ARTICLES OF MERGER-BUSINESS & PAGE(S)

PA 2006 DEC 30 AM 2:31



IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

29th day of December,

2005

Kappa Publishing Group, Inc.

Name of Corporation/Limited Partnership

*William J. Long*  
Signature

GENERAL COUNSEL

Title

London Publishing Co.

Name of Corporation/Limited Partnership

*William J. Long*  
Signature

GENERAL COUNSEL

Title

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** is made as of this 28th day of December, 2005 by and between **LONDON PUBLISHING CO.**, a Pennsylvania corporation ("London") and **KAPPA PUBLISHING GROUP, INC.**, a Delaware corporation ("Kappa"). Kappa, in its capacity as the surviving corporation of the merger, is sometimes called the "Surviving Corporation."

**WITNESSETH:**

**WHEREAS**, the parties hereto desire that London is merged with and into Kappa upon the terms and conditions set forth in this Agreement all in accordance with the Delaware General Corporation Law and the Pennsylvania Business Corporation Law of 1988, as amended.

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. MERGER**

**1.1 Merger.** At the Effective Time (as that term is hereinafter defined in Section 1.8), London shall be merged with and into Kappa, which shall be the surviving corporation, pursuant to the terms of this Agreement and Plan of Merger.

**1.2 Effect of the Merger.** Upon the merger's becoming effective, the separate existence of London shall cease, and the Surviving Corporation shall succeed to and possess all the properties, rights, privileges, powers, franchises and immunities, of a public as well as of a private nature, and be subject to all the debts, liabilities, obligations, restrictions, disabilities and duties of each constituent corporation all without further act or deed, as provided in the Delaware General Corporation Law. The Surviving Corporation shall continue to be incorporated under and governed by the laws of the State of Delaware. The registered office of the Surviving Corporation in Delaware shall be at 3500 South DuPont Highway, Dover, Delaware 19903, County of Kent, and the registered agent of the Surviving Corporation shall be Incorporating Services, Ltd. located at such registered office.

**1.3 Certificate of Incorporation and By-Laws.** The Certificate of Incorporation, as amended, and the By-Laws of Kappa as in effect at the Effective Time shall be, from and after the Effective Time, the Certificate of Incorporation and By-Laws of the Surviving Corporation until they are amended.

**1.4 Director of the Surviving Corporation.** From and after the Effective Time, the sole director of the Surviving Corporation, who shall hold office as provided in the By-Laws of the Surviving Corporation, shall be the person who, immediately preceding the merger, was the sole director of Kappa.

**1.5 Officers of the Surviving Corporation.** From and after the Effective Time, the officers of the Surviving Corporation, who shall hold office as provided in the By-Laws of the Surviving Corporation, shall be, respectively, the persons who, immediately preceding the merger, were the officers of Kappa.

**1.6 Status of Securities.**

(a) **Cancellation and Extinguishment of Shares of London.** Upon the merger's becoming effective, each issued and outstanding share of common stock without par value of London ("London Common Stock") by reason of the merger and without any action on the part of the holders thereof, shall be canceled and extinguished and no shares of the common stock or other securities of Kappa, par value one cent (\$.01) per share ("Kappa Common Stock") shall be issued therefor.

(b) **Common Stock of Kappa.** Notwithstanding the merger's becoming effective, all shares of Kappa Common Stock whether issued or unissued, outstanding or reacquired immediately prior to the merger, shall continue unchanged as shares of Common Stock of the Surviving Corporation, and each such share issued and outstanding shall be fully paid and non-assessable.

**1.7 Further Documents.** From time to time, at and after the Effective Time, as and when requested by the Surviving Corporation, the proper officers and directors of London as of the Effective Time shall, for and on behalf of and in the name of London or otherwise, execute and deliver all such deeds, bills of sale, assignments and other instruments, and shall take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable to convey of record or otherwise to the Surviving Corporation title to and possession of all of the properties, rights, privileges, powers, franchises and immunities of London and otherwise to carry out fully the provisions and purposes of this Agreement and Plan of Merger.

**1.8 Effective Time.** The merger shall become effective (the "Effective Time") for accounting purposes only at 12:01 a.m. EST on January 1, 2006, and for all other purposes on such date and at such time as all applicable legal requirements (including required filings) have been fulfilled to consummate the merger. The parties shall each use their best efforts to consummate the merger at the Effective Time.

## **II. STOCKHOLDER APPROVALS; FILINGS**

**2.1 Stockholder Approvals.** A meeting of the stockholders of London and a meeting of the stockholders of Kappa shall be held in accordance with the laws of the Commonwealth of Pennsylvania and the State of Delaware, respectively, on or before December 29, 2005 (or such later date or dates as may be approved by the Boards of Directors of the parties hereto) to consider and act upon the approval and adoption of this Agreement and Plan of Merger, or in lieu thereof, the stockholders of any such party may approve and adopt this Agreement and Plan of Merger in accordance with applicable law on or before such date.

**2.2 Filings.** A Certificate of Merger, Articles of Merger, this Agreement and Plan of Merger, or other such similar document as appropriate, complying in all respects with the Delaware General Corporation Law and the Pennsylvania Business Corporation Law of 1988, as amended shall be delivered to the Secretary of State of the State of Delaware and the Secretary of State of the State of Pennsylvania for filing with respect to the merger effected by this Agreement and Plan of Merger.

## **III. MODIFICATION AND ABANDONMENT**

**3.1 Modification.** This Agreement may be modified at any time on or prior to the Effective Time in any respect by the mutual consent of all the parties, notwithstanding prior approval by the stockholders of the parties hereto. Any such modification may be approved for any party by its Board of Directors, without further stockholder approval, except as otherwise expressly provided by law.

**3.2 Abandonment.** The merger may be abandoned on or before the Effective Time, notwithstanding adoption of this Agreement and Plan of Merger by the stockholders of the parties hereto

(a) by the mutual agreement of the Boards of Directors of the parties hereto; or

(b) at the option of either party, if there shall have been instituted and be pending or threatened any legal proceeding before any court or governmental agency seeking to restrain or prohibit or to obtain damages in respect of this Agreement, or if any order restraining or prohibiting the merger shall have been issued by any court or governmental agency and shall be in effect.

**3.3 Termination.** This Agreement shall terminate automatically if the Effective Time shall not have occurred on or before January 31, 2006, or such later date as shall have been agreed to by the parties hereto pursuant to Section 3.1.



**3.4 Effect of Abandonment.** If the merger is abandoned as provided for in Section 3.2 or terminated as provided in Section 3.3,


(a) this Agreement shall forthwith become wholly void and of no force or effect;

(b) neither party shall have any liability to the other party to this Agreement or to the directors, officers, representatives or agents of either such party; and

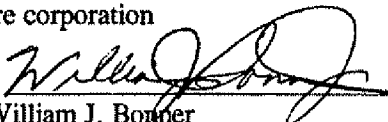
(c) Kappa shall bear all fees and expenses incident to the negotiation, preparation and execution of this Agreement and the obtaining of the necessary approvals thereof, including fees and expenses of counsel, accountants and other experts.

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement and Plan of Merger on the date first above written.

LONDON PUBLISHING CO.  
a Pennsylvania corporation

By:   
William J. Bonner  
General Counsel

KAPPA PUBLISHING GROUP, INC.  
a Delaware corporation

By:   
William J. Bonner  
General Counsel