

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of Assignee previously recorded on Reel 000830 Frame 0011. Assignor(s) hereby confirms the Merger.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bell & Howell Company		05/05/1977	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Bell & Howell Company
Street Address:	100 West Tenth Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1026554	MATCHMAKER

CORRESPONDENCE DATA

Fax Number: (202)756-8087
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027568295
 Email: nward@mwe.com
 Correspondent Name: Richard Y. Kim
 Address Line 1: 600 13th Street, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	063289.0037
NAME OF SUBMITTER:	Richard Y. Kim/
Signature:	/Richard Y. Kim/
Date:	01/18/2007

CH \$40.00 1026554

Total Attachments: 27

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WELSH & KATZ, LTD.

Attorneys at Law

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Lawrence J. Crain
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Kathleen A. White
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Michael L. Bernardoni
John L. Ambrogi
Jeffrey S. Nichols

REGISTERED PATENT AGENT
CHRISTOPHER J. RECKAMP

OF COUNSEL
JAMES W. CLEMENT
CHARLES W. RYAN

* ALSO MEMBER DISTRICT OF COLUMBIA BAR

November 20, 1991

Honorable Commissioner of
Patents and Trademarks
The Assignment Branch
Washington, D.C. 20231

Re: Recording of Certificate of Merger
Bell & Howell Company/Delaware Bell & Howell
Company
MARKS: DATRIX II, MATCHMAKER, MICROX, MICROX,
FILEMASTER, SRM, BELL & HOWELL
Our File Nos. 2716/52512, 2717/52508, 2714/52500
52503, 52504, 52505, 2710/53216

TRADE-MARK

REEL 0830 FRAME 11

Sir:

Enclosed, is our original September 12, 1991 letter which forwarded to the Assignment Branch for recording certified copies of those documents which transfer title of certain registrations of Bell & Howell, an Illinois Corporation to Bell & Howell Company, a Delaware Corporation.

These documents were returned to us from the Assignment Branch and it was indicated that each one must be separately certified. Accordingly, we have certified each document individually and are returning them to you for recording.

Please proceed to record these documents against those registrations indicated in our letter of September 12, 1991. This letter also contains the original indication of our payment for this service and the Assignment Branch Control Number.

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Commissioner of Patents and Trademarks
Page 2

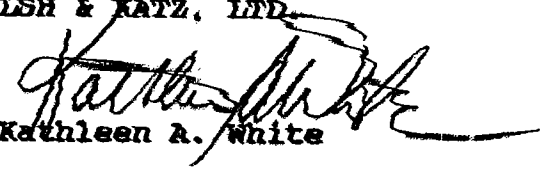
September 12, 1991

If you need anything further, please feel free to contact
us.

Very truly yours,,

WELSH & KATZ, LTD.

By


Kathleen A. White

KAW:amv

Enclosure

cc: Howard B. Rockman, Esq.

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TRADEMARK

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WELSH & KATZ, LTD.

Attorneys at Law

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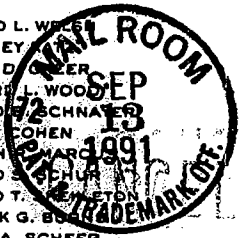
FACSIMILE (202) 298-1713

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HOWARD B. ROCKMAN



*ALSO MEMBER DISTRICT OF COLUMBIA BAR

September 12, 1991

Honorable Commissioner of
Patents and Trademarks
The Assignment Branch
Washington, D.C. 20231

4-docs

Re: Recording of Certificate of Merger
Bell & Howell Company/Delaware Bell & Howell
Company
MARKS: DATRIX II, MATCHMAKER, MICROX, MICROX,
FILEMASTER, SRM, BELL & HOWELL
Our File Nos. 2716/52512, 2717/52058, 2714/52500
52503, 52504, 52505, 2710/53216

Sir:

Enclosed, for recording, are copies, certified to be true and correct, of 1) the Agreement and Plan of Merger of Bell & Howell Company with and into Delaware Bell & Howell Company, effective May 6, 1977; 2) Certificate of Merger of BHW Merger Corp. with and into Bell & Howell Company effective May 17, 1988; 3) Certificate of Merger of Bell & Howell Company with and into Bell & Howell Group, Inc. effective June 3, 1988; and, 4) Certificate of Amendment of Certificate of Incorporation of Bell & Howell Group, Inc. effective June 3, 1988.

These documents transfer title to the following registrations from Bell & Howell Company, an Illinois Corporation, to Bell & Howell Company, a Delaware Corporation.

Please cause these documents to be recorded against the following trademark registrations.

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
DATRIX II	1,041,047	06/08/76
MATCHMAKER	1,026,554	12/09/75

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224.00 CK

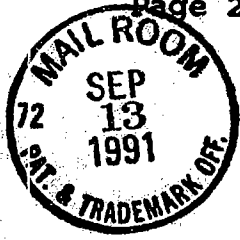
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September 12, 1991



MARK	REGISTRATION NO.	REG. DATE
MICROX	1,220,472	12/21/82
MICROX	1,183,514	12/29/81
FILEMASTER	1,155,414	05/26/81
SRM	1,093,121	06/13/78
BELL & HOWELL	1,187,106	01/19/82

When this is complete, please return the recorded document to the undersigned. Enclosed is our check in an amount of \$224.00 to cover the recording fee.

The Commissioner is hereby authorized to charge any additional fees which may be required, including, if necessary, the filing fee if the above-referenced check is in the wrong amount, unsigned, postdated, or otherwise improper or informal or missing, or credit any overpayment to Deposit Account No. 23-0920. A duplicate copy of this sheet is enclosed.

Respectfully,

WELSH & KATZ, LTD.

By *Howard B. Rockman*
Howard B. Rockman

HBR:amv

Enclosure

cc: Eugene F. Sikorovsky, Esq.
Kathleen A. White, Esq.

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State of DELAWARE

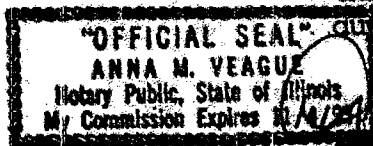
Office of SECRETARY OF STATE

I, Michael Harkins, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of Agreement of Merger
filed in this office on May 6, 1977

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I do hereby certify that
this document is an exact
duplicate of the original.



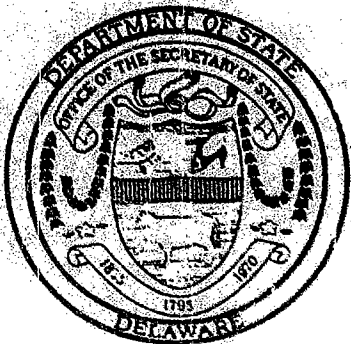
Anna M. Veague
Anna M. Veague, Notary

Michael Harkins
Michael Harkins, Secretary of State

BY: _____

DATE: _____

December 18, 1985



AGREEMENT AND PLAN OF MERGER
OF
BELL & HOWELL COMPANY
WITH AND INTO
DELAWARE BELL & HOWELL COMPANY

AGREEMENT AND PLAN OF MERGER ("Agreement") made and entered into as of the 17th day of March, 1977, by and between BELL & HOWELL COMPANY, an Illinois corporation (hereafter called the "Illinois Corporation"), and DELAWARE BELL & HOWELL COMPANY, a Delaware corporation (hereafter called the "Delaware Corporation" or "Surviving Corporation"), which corporations are hereafter sometimes referred to jointly as the "Constituent Corporations."

WITNESSETH:

A. The Delaware Corporation is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on March 14, 1977, and having its registered office in the State of Delaware at 100 West Tenth Street, City of Wilmington, County of New Castle, and whose registered agent is The Corporation Trust Company.

B. The Illinois Corporation is a corporation duly organized and existing under the laws of the State of Illinois, having been incorporated on February 20, 1907, and having its registered office in the State of Illinois at 208 South LaSalle Street, c/o CT Corporation System, City of Chicago, County of Cook, and whose registered agent is CT Corporation System.

C. The total number of shares of stock which the Delaware Corporation has authority to issue is 1,000 shares of Common Stock, par value \$1.00, all of which are issued and outstanding and are owned of record and beneficially by the Illinois Corporation.

D. The total number of shares which the Illinois Corporation has authority to issue is 20,594,801 shares consisting of: (a) 194,801 Cumulative Preferred Shares, par value \$50 per share, of which (i) 125,801 shares have been designated Cumulative Convertible Preferred Shares, \$2.50 Series, of which 8,832 shares are issued and outstanding and 25 shares are held in the corporate treasury and (ii) 69,000 shares are undesignated; (b) 400,000 No Par Cumulative Preferred Shares; and (c) 20,000,000 Common Shares, without par value, of which 5,715,399 shares are issued and outstanding, 32,795 shares are held in the corporate treasury,

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387,706 shares are reserved for issuance under stock incentive plans, and 7,728 shares reserved for issuance upon conversion of the outstanding Cumulative Convertible Preferred Shares, \$2.50 Series.

E. The Boards of Directors of the respective Constituent Corporations have determined that it is advisable that the Illinois Corporation be merged with and into the Delaware Corporation (the name of which will become Bell & Howell Company upon the effective date of the merger) in a tax free reorganization qualifying under section 368(a)(1)(F) of the Internal Revenue Code of 1954, as amended, and have approved such merger on the terms and conditions hereinafter set forth in accordance with the applicable provisions of the laws of the States of Delaware and Illinois which permit such merger.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements, covenants and conditions herein contained and for the purpose of setting forth the terms and conditions of such merger, the mode of carrying the same into effect, the manner and basis of converting the shares of the Illinois Corporation into shares of the Surviving Corporation, the changes in the Certificate of Incorporation of the Surviving Corporation to be effected by the merger, and such other details or provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree as follows:

ARTICLE I

MERGER

1.01 The Illinois Corporation and the Delaware Corporation shall be merged into a single corporation in accordance with the applicable provisions of the laws of the State of Illinois and the State of Delaware, by the Illinois Corporation merging with and into the Delaware Corporation, which latter corporation shall be the Surviving Corporation.

ARTICLE II

EFFECT OF THE MERGER

2.01 The merger shall become effective as provided in the applicable laws of the State of Illinois and the State of Delaware (the time when the merger shall so become effective being sometimes hereinafter referred to as the "effective date of the merger").

2.02 At the effective date of the merger:

(a) The Delaware Corporation shall become the Surviving Corporation, and the separate existence of the Illinois Corporation shall cease, except to the extent provided by the laws of the State of Illinois in the case of a corporation after its merger with and into another corporation.

(b) The Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of each of the Constituent Corporations, and be subject to all of the restrictions, disabilities and duties of each of the Constituent Corporations, and all property, real, personal and mixed, of and all debts due to each of the Constituent Corporations on whatever account, and all things in action, and all and every other interest of, or belonging or due to, each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of this merger. Without limiting the generality of the foregoing, the Surviving Corporation shall assume and continue all employee retirement or benefit plans of the Illinois Corporation, and said plans shall not be terminated as a result of the merger.

(c) All rights of creditors and all liens, if any, upon the property of either of the Constituent Corporations shall be preserved unimpaired by the merger, and all debts, liabilities, obligations and duties of either of the Constituent Corporations shall become the responsibility and liability of the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

(d) All corporate acts, plans, policies, arrangements, approvals and authorizations of the Illinois Corporation, its shareholders, Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the merger, shall be taken for all purposes as the acts, plans, policies, arrangements, approvals and authorizations of the Surviving Corporation and shall be effective and

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binding thereon as the same were with respect to the
Illinois Corporation.

ARTICLE III

CERTIFICATE OF INCORPORATION

3.01 The Certificate of Incorporation of the Delaware Corporation, amended as set forth in Section 3.02 hereof, shall constitute the Certificate of Incorporation of the Surviving Corporation, subject always to the right of the Surviving Corporation to amend its Certificate of Incorporation in accordance with the laws of the State of Delaware.

3.02 The Certificate of Incorporation of the Delaware Corporation is hereby amended, effective at the effective date of the merger, as follows:

(a) Article First is amended to read as follows:
FIRST. The name of the corporation is Bell & Howell Company.

(b) Article Fourth is amended to read as set forth in Article Fourth of the Appendix hereto, which is incorporated herein by reference.

3.03 The Certificate of Incorporation of the Surviving Corporation as amended by Section 3.02 hereof is set forth in its entirety in the Appendix hereto, which Appendix is hereby made a part of this Agreement with the same force and effect as if herein set forth in full. From and after the effective date of the merger, and until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation shall be as set forth in said Appendix; and said Appendix, as the same may be amended from time to time, and separate and apart from this Agreement, may be separately certified as the Certificate of Incorporation, as amended, of the Surviving Corporation, the name of which shall become Bell & Howell Company upon the effective date of the merger.

ARTICLE IV

BY-LAWS

4.01 The By-laws of the Delaware Corporation as existing and constituted on the effective date of the merger shall constitute the By-laws of the Surviving Corporation until altered, amended or repealed.

ARTICLE V

DIRECTORS AND OFFICERS

5.01 The Directors and officers of the Illinois Corporation in office on the effective date of the merger shall continue in office as, and be and constitute, the Directors and officers of the Surviving Corporation, each to hold office until his successor shall have been elected and shall have qualified or until his earlier resignation or removal.

ARTICLE VI

CONVERSION OF SHARES

The manner and basis of converting the shares of the Illinois Corporation into shares of the Surviving Corporation, and the cancellation and retirement of shares of the Delaware Corporation, shall be as follows:

6.01 The 1,000 shares of Common Stock, par value \$1.00, of the Delaware Corporation (all of which are owned of record and beneficially by the Illinois Corporation) shall be cancelled and retired, all rights in respect thereof shall cease, no share of stock or other securities of the Surviving Corporation shall be issued in respect thereof, and the \$1,000 of capital applicable to such shares shall be eliminated from the capital stock account.

6.02 Each Common Share, without par value, of the Illinois Corporation issued and outstanding or held in its treasury on the effective date of the merger shall forthwith and without the surrender of stock certificates or any other action, be converted into one fully paid and nonassessable share of Common Stock, without par value, of the Surviving Corporation. Outstanding certificates representing Common Shares of the Illinois Corporation shall thenceforth represent the same number of shares of Common Stock of the Surviving Corporation, and the holder thereof, shall have precisely the same rights which he would have had if such certificates had been issued by the Surviving Corporation, except to the extent otherwise provided in Section 70 of The Business Corporation Act of Illinois.

6.03 Each Cumulative Convertible Preferred Share, \$2.50 Series, par value \$50 per share, of the Illinois Corporation issued and outstanding on the effective date of the merger shall forthwith and without the surrender of stock certificates or any other action, be converted into

one fully paid and nonassessable share of Cumulative Convertible Preferred Stock, \$2.50 Series, par value \$50 per share, of the Surviving Corporation. Certificates representing outstanding Cumulative Convertible Preferred Shares, \$2.50 Series, of the Illinois Corporation shall thenceforth represent the same number of Cumulative Convertible Preferred Stock, \$2.50 Series, of the Surviving Corporation, and the holder thereof shall have precisely the same rights which he would have had if such certificates had been issued by the Surviving Corporation, except to the extent otherwise provided in Section 70 of The Business Corporation Act of Illinois. Each Cumulative Convertible Preferred Share, \$2.50 Series, par value \$50 per share, held in the treasury of the Illinois Corporation on the effective date of the merger shall be cancelled; said shares held in treasury had been repurchased by the Illinois Corporation at a purchase price of \$60 per share.

6.04 After the effective date of the merger, each holder of a certificate representing outstanding Common Shares or Cumulative Convertible Preferred Shares, \$2.50 Series, of the Illinois Corporation may, but shall not be required to, surrender the same to the Surviving Corporation, and upon such surrender such holder shall be entitled to receive a certificate or certificates issued by the Surviving Corporation for the number of shares of Common Stock or Cumulative Convertible Preferred Stock, \$2.50 Series, as the case may be, represented by the surrendered certificate. The Surviving Corporation shall be entitled to rely upon the stock records of the Illinois Corporation as to the ownership of its Common and Preferred Shares at the effective date of the merger. If any stockholder of the Surviving Corporation cannot produce the certificate or certificates theretofore evidencing the ownership of shares of the Illinois Corporation, he shall be required to proceed in regard thereto as he would have had to do were he under like circumstances applying for the issuance of a new certificate of the Delaware Corporation.

6.05 On the effective date of the merger, the Surviving Corporation shall assume and continue, pursuant to the terms thereof, the 1969 Incentive Stock Plan and the 1973 Domestic and Foreign Stock Incentive Plan of the Illinois Corporation and all outstanding benefits granted thereunder, including stock options, stock appreciation rights and restricted stock. The Surviving Corporation shall reserve sufficient shares of its Common Stock for issuance to meet the requirements of the aforesaid Plans as of the effective date of the merger. Each outstanding stock option shall be converted into a stock option to acquire the same number of shares of Common Stock of the Surviving Corporation subject to the same terms and conditions.

TRADE-MARK

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6.06 The Illinois Corporation will not make any transfers on its books after the effective date of the merger.

ARTICLE VII

ACCOUNTING MATTERS

7.01 Except as herein provided with respect to the cancellation of the outstanding shares of the Delaware Corporation and the Cumulative Convertible Preferred Shares, \$2.50 Series, par value \$50 per share, of the Illinois Corporation held in its treasury, upon the effective date of the merger (a) the respective assets of the Illinois Corporation and Delaware Corporation shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets shall have been carried on their respective books immediately prior to the effective date of the merger; (b) the respective liabilities and reserves of the Illinois Corporation and the Delaware Corporation (excluding capital stock, paid-in surplus and retained earnings) shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities and reserves shall have been carried on their respective books immediately prior to the effective date of the merger; and (c) the capital stock, paid-in surplus and retained earnings of the Illinois Corporation shall be taken up on the books of the Surviving Corporation as capital stock, paid-in surplus and retained earnings, respectively, in the amounts at which the same shall be carried on the books of the Illinois Corporation immediately prior to the merger.

ARTICLE VIII

EXPENSES OF MERGER

8.01 The Surviving Corporation shall pay all unpaid expenses of carrying this Agreement into effect and accomplishing the merger herein provided for.

ARTICLE IX

FURTHER ASSURANCES

9.01 If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property or rights of the Illinois Corporation, the proper officers and directors of the Illinois Corporation shall, and will, execute and

make all such proper assignments and assurances in law and do all things necessary or proper to vest such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement, and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Illinois Corporation, or otherwise, to take any and all such action.

ARTICLE X

APPROVAL OF SHAREHOLDERS-TERMINATION

10.01 This Agreement shall be submitted to the shareholders or stockholders of each of the Constituent Corporations, as provided by law, and it shall take effect and be deemed and be taken to be the Agreement and Plan of Merger of the Constituent Corporations upon the approval or adoption thereof by the shareholders or stockholders of each of the Constituent Corporations, in accordance with the requirements of the laws of the State of Illinois and the State of Delaware, and upon the execution, filing and recording of such documents and the doing of such other acts and things as shall be required for accomplishing the merger under the provisions of the applicable statutes of the State of Illinois and of the State of Delaware.

10.02 At any time prior to the effective date of the merger, this Agreement may be terminated and abandoned by the Illinois Corporation by appropriate resolution of its Board of Directors, notwithstanding the approval of this Agreement by the shareholders thereof.

10.03 In the event of the termination and abandonment of this Agreement pursuant to the provisions of Section 10.02, this Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations, or its shareholders, stockholders, directors or officers in respect thereof.



CERTAIN AGREEMENTS OF THE DELAWARE CORPORATION

11.01 The Delaware Corporation, as the Surviving Corporation, hereby agrees that it may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of the Illinois Corporation or of the rights of a dissenting shareholder of the Illinois Corporation.

11.02 The Delaware Corporation, as the Surviving Corporation, hereby irrevocably appoints the Secretary of the State of Illinois as its agent to accept service of process in any proceeding described in Section 11.01.

11.03 The Delaware Corporation, as the Surviving Corporation, hereby agrees that it will promptly pay to dissenting shareholders, if any, of the Illinois Corporation the amount, if any, to which they shall be entitled pursuant to the laws of the State of Illinois.

ARTICLE XII

MISCELLANEOUS

12.01 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

12.02 The headings of the several articles herein have been inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each of the Constituent Corporations, pursuant to authority duly given by resolutions adopted by its Board of Directors has caused these presents to be executed in its name by its Chairman of the Board, Vice Chairman of the Board, President or a Vice President and its corporate seal to be affixed and attested by its Secretary or an Assistant Secretary.

(CORPORATE SEAL)

BELL & HOWELL COMPANY

ATTEST:

By

Donald T. Fry
President

Wanda J. Brennan
Assistant Secretary

(CORPORATE SEAL)

DELAWARE BELL & HOWELL COMPANY

ATTEST:

By

Donald T. Fry
President

Wanda J. Brennan
Secretary

TRADE-MARK

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The foregoing Agreement and Plan of Merger having been duly approved by a majority of the directors of Bell & Howell Company, an Illinois corporation, and signed by its President and Assistant Secretary under its corporate seal, and having been duly approved by a majority of the directors of Delaware Bell & Howell Company, a Delaware corporation, and signed by its President and Secretary under its corporate seal, in the manner prescribed by the laws of the States of Delaware and Illinois, and having been adopted by the sole stockholder of said Delaware corporation and approved by the shareholders of said Illinois corporation, in accordance with the provisions of the laws of the States of Delaware and Illinois, the President and Secretary of said Delaware corporation and the President and Assistant Secretary of said Illinois corporation do now hereby execute this Agreement and Plan of Merger under the respective corporate seals of each of said corporations by authority of the Boards of Directors and sole stockholder and shareholders of each, respectively, as the act, deed and agreement of each of said corporation this 5th day of May, 1977.

TRADE-MARK

REEL 0830 FRAME 025

BELL & HOWELL COMPANY
(an Illinois corporation)

(Corporate Seal)

ATTEST:

Donald N. Frey
Donald N. Frey, President

Danolda J. Brennan
Danolda J. Brennan
Assistant Secretary

DELAWARE BELL & HOWELL COMPANY
(a Delaware corporation)

(Corporate Seal)

ATTEST:


Donald N. Frey
Donald N. Frey, President

Danolda J. Brennan
Danolda J. Brennan
Secretary

CERTIFICATE

I, Danolda J. Brennan, Assistant Secretary of Bell & Howell Company, an Illinois corporation, hereby certify as such Assistant Secretary, under the seal of said corporation, that the Agreement and Plan of Merger to which this Certificate is attached, after having been duly adopted by the Board of Directors of said corporation, and by the Board of Directors of Delaware Bell & Howell Company, a Delaware corporation, was duly submitted to the shareholders of Bell & Howell Company for their approval pursuant to Sections 63 and 64 of the Illinois Business Corporation Act and that at a meeting held on May 5, 1977 said shareholders duly approved said Agreement and Plan of Merger.

WITNESS my hand and the seal of Bell & Howell Company this 5th day of May, 1977.



Danolda J. Brennan
Assistant Secretary

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CERTIFICATE

I, Danolda J. Brennan, Secretary of Delaware Bell & Howell Company, a Delaware corporation, hereby certify as such Secretary, under the seal of said corporation, that the Agreement and Plan of Merger to which this Certificate is attached, after having been duly adopted by the Board of Directors of said corporation, and by the Board of Directors of Bell & Howell Company, an Illinois corporation, was duly submitted to the sole stockholder of Delaware Bell & Howell Company, a Delaware corporation, for its adoption pursuant to Section 252 of the General Corporation Law of the State of Delaware, and that said stockholder has duly executed a written consent dated May 4, 1977 adopting said Agreement and Plan of Merger.

WITNESS my hand and seal of Delaware Bell & Howell Company, a Delaware corporation, this 5th day of May, 1977.



Danolda J. Brennan
Assistant Secretary

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APPENDIX
CERTIFICATE OF INCORPORATION
OF
BELL & HOWELL COMPANY

FIRST. The name of the Corporation is BELL & HOWELL COMPANY.

SECOND. The address of its registered office in the State of Delaware is 100 West Tenth Street, City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 20,408,832 shares which shall be divided into three classes as follows:

8,832 shares of Cumulative Convertible Preferred Stock, \$2.50 Series, par value \$50 per share, 400,000 shares of No Par Cumulative Preferred Stock; and 20,000,000 shares of Common Stock, without par value.

The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class or series of stock are:

A.

CUMULATIVE CONVERTIBLE PREFERRED STOCK, \$2.50 SERIES

(1) Dividends. The holders of Cumulative Convertible Preferred Stock, \$2.50 Series, par value \$50 per share ("\$2.50 Preferred Stock"), shall be entitled to receive out of any funds of the Corporation at the time legally available for such purpose and as declared by the Board of Directors, dividends at the rate of \$2.50 per annum per share, and no more, payable in cash quarterly on the first business day of March, June, September and December with respect to the three months then ending. Dividends on all outstanding \$2.50 Preferred Stock shall accrue whether or not earned or declared. All dividends on the \$2.50 Preferred Stock shall be preferential and cumulative, so that if at any time dividends upon the outstanding \$2.50 Preferred Stock as herein provided shall not have been paid thereon or declared and funds set apart for payment thereof with respect to all preceding dividend periods, the amount of the deficiency shall be fully paid or declared and set apart for payment, but without interest, before any distribution, whether by way of dividend or otherwise, shall be declared or paid upon, or set apart for or any purchase, redemption or other acquisition or any sinking fund payment or any other distribution shall be ordered or shall be made in respect of the Common Stock,

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or any other class or classes of shares of stock of the Corporation ranking junior to the \$2.50 Preferred Stock with respect to priority in payment of dividends or upon liquidation, dissolution or winding up of the Corporation.

(2) Liquidation Preference. In the event of a liquidation, dissolution or winding up of the Corporation, the holders of \$2.50 Preferred Stock shall be entitled to receive out of the assets of the Corporation, whether such assets are capital or surplus of any nature, an amount equal to \$60 per share, whether such event be voluntary or involuntary, plus in either case an amount equal to the dividends unpaid and accumulated or accrued thereon, as provided in subsection (1) above, to the date of such distribution, whether earned or declared or not and no more, before any payment shall be made or any assets distributed to the holders of Common Stock, or any other class or classes of stock of the Corporation ranking junior to the \$2.50 Preferred Stock with respect to priority in payment of dividends or upon dissolution, liquidation or winding up of the Corporation.

(3) Redemption. The Corporation, at the option of the Board of Directors, may redeem the whole or from time to time may redeem any part of the \$2.50 Preferred Stock on any date set by the Board of Directors, by paying in cash therefor the amount per share hereinafter set forth as payable upon the redemption thereof and, in addition to the aforementioned amount, an amount in cash equal to all dividends thereon unpaid and accumulated or accrued as provided in this resolution, whether earned or declared or not, to and including the date fixed for redemption, such sum being hereinafter sometimes referred to as the redemption price. In case of the redemption of a part only of the outstanding \$2.50 Preferred Stock, the Corporation shall designate by lot, in such manner as the Board of Directors may determine, the stock to be redeemed, or shall effect such redemption pro rata. Less than all of the \$2.50 Preferred Stock at any time outstanding may not be redeemed until all dividends accumulated and in arrears upon all \$2.50 Preferred Stock outstanding shall have been paid for all past dividend periods, and until full dividends for the then current dividend period on all \$2.50 Preferred Stock then outstanding, other than the stock to be redeemed, shall have been paid or declared and the full amount thereof set apart for payment. At least thirty (30) but not more than ninety (90) days previous notice by mail, first class postage prepaid, shall be given to the holders of record of the \$2.50 Preferred Stock to be redeemed, such notice to be addressed to each such stockholder at his post office address as shown by the records of the Corporation and to contain (a) the date fixed for redemption, (b) the place of surrender and (c) reference to the rights of conversion under subsection (4) below. On or after the date fixed for redemption as stated in such notice, each holder of the \$2.50 Preferred Stock called for redemption shall surrender his certificates evidencing such stock to the Corporation at the place designated in such notice and shall thereupon be entitled to receive payment of the redemption price. In case less than all the stock represented by any such surrendered certificate is redeemed, a new certificate shall be issued representing the unredeemed

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stock. If such notice of redemption shall have been duly given, and if on the date fixed for redemption funds necessary for the redemption shall be available therefor, then, notwithstanding that the certificates evidencing any \$2.50 Preferred Stock so called for redemption shall not have been surrendered, the dividends with respect to the stock so called for redemption shall cease to accrue after the date fixed for redemption and all rights with respect to the stock so called for redemption shall forthwith after such date cease and terminate, except only the right of the holders to receive the redemption price without interest upon surrender of their certificates therefor.

If, on or prior to any date fixed for redemption of the \$2.50 Preferred Stock, the Corporation deposits with any bank or trust company having capital, surplus and undivided profits of at least \$5,000,000 in Chicago, Illinois, or in New York, New York, as a trust fund, a sum sufficient to redeem, on the date fixed for redemption thereon, the stock called for redemption, with irrevocable instructions and authority to the bank or trust company to give the notice of redemption thereof if such notice shall not previously have been given by the Corporation, or to complete the giving of such notice if theretofore commenced, and to pay, on and after the date fixed for redemption or prior thereto, the redemption price of the stock to their respective holders upon the surrender of their stock certificates, then from and after the date of the deposit (although prior to the date fixed for redemption), the stock so called shall be deemed to be redeemed and no longer outstanding, except for the right to receive from the bank or trust company payment of the redemption price of the stock without interest, and the right to convert said stock as provided herein at any time up to but not after the close of business on the third day prior to the date fixed for redemption of such stock. Any moneys so deposited on account of the redemption price of \$2.50 Preferred Stock converted subsequent to the making of such deposit shall be repaid to the Corporation forthwith upon the conversion of such stock. Any other moneys deposited by the Corporation pursuant to this paragraph and unclaimed at the end of three years after the date fixed for redemption shall be repaid to the Corporation upon its request expressed in a resolution of its Board of Directors, and thereafter the holders of stock so called for redemption shall be entitled to receive payment of the redemption price only from the Corporation.

The amounts per share (plus accumulated unpaid dividends) at which any or all of the \$2.50 Preferred Stock may be redeemed in accordance with the foregoing provisions shall be the following:

<u>Redemption Period</u>	<u>Amount Per Share</u>
During 1977	\$61.50
1978	61.00
1979	60.50
On or after Jan 1, 1980 .	60.00

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(4) Conversion. (a) Subject to the provisions for adjustment hereinafter set forth, the \$2.50 Preferred Stock shall be convertible at the option of the holder thereof, at any time, upon surrender for conversion to any transfer agent for such stock of the certificates representing the stock so to be converted, into fully paid and non-assessable Common Stock of the Corporation at the rate of .875 share of Common Stock for each share of such \$2.50 Preferred Stock so surrendered for conversion. The right to convert \$2.50 Preferred Stock shall terminate at the close of business on the third day preceding the date, if any, which may be fixed for the redemption thereof or for the liquidation of the Corporation. Upon conversion, no payment or adjustment shall be made for dividends on any class of stock of the Corporation. The Corporation shall pay all issue taxes, if any, incurred in respect of the Common Stock delivered on conversion.

(b) The number of shares of Common Stock into which each share of \$2.50 Preferred Stock is convertible shall be subject to adjustment from time to time as follows:

(i) In case the Corporation shall (A) pay a dividend on its Common Stock payable in shares of its Common Stock, (B) subdivide its outstanding Common Stock into a larger number of shares of Common Stock by reclassification or otherwise, or (C) combine its outstanding Common Stock into a smaller number of shares of Common Stock by reclassification or otherwise, in each such case the holder of each share of \$2.50 Preferred Stock shall thereafter be entitled to receive upon the conversion of such stock, the number of shares of Common Stock of the Corporation which he would have owned or have been entitled to receive after the happening of any of the events described above had such share of \$2.50 Preferred Stock been converted immediately prior to the happening of such event. Such adjustments shall become effective, retroactively, immediately after the record date in the case of a stock dividend and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(ii) Except for issuance upon the exercise of rights referred to in paragraph (iv) below, in case the Corporation shall issue any of its Common Stock at a price per share less than the market price per share thereof (as hereinafter defined) at the time of issuance, in each such case, the number of shares of Common Stock into which each share of \$2.50 Preferred Stock shall thereafter be convertible shall be determined by multiplying the number of shares of Common Stock into which each share of \$2.50 Preferred Stock was theretofore convertible by a fraction of which the numerator shall be the sum of the number of shares of Common Stock outstanding at the time of such issuance and the number of additional shares of Common Stock so issued, and of which the denominator shall be the sum of the number of shares of Common Stock outstanding at the time of such issuance and the number of shares of Common Stock which the aggregate consideration received by the Corporation for the additional Common Stock so issued (without deduction of expenses of the issue, including underwriting commissions, if any) would purchase at the market

price per share at such time. In case the Corporation shall issue shares of stock of any class or evidences of indebtedness which shall be convertible into shares of its Common Stock, the Corporation shall be deemed to have issued, otherwise than upon exercise of rights referred to in paragraph (iv) below, the greatest number of shares of Common Stock into which such shares of convertible stock are or such indebtedness is, or will be, (without regard to antidilution provisions) convertible, and the aggregate consideration received for such shares of convertible stock or indebtedness shall be deemed to have been received for all such shares of Common Stock. Such adjustment shall become effective immediately after such issuance.

(iii) In case the Corporation shall make any distribution on its Common Stock of shares of stock of any class other than Common Stock, evidences of indebtedness or assets (excluding cash distributions and distributions referred to in paragraph (i)), in each such case the number of shares of Common Stock into which each share of \$2.50 Preferred Stock shall thereafter be convertible shall be determined by multiplying the number of shares of Common Stock into which such share of stock was theretofore convertible by a fraction of which the numerator shall be the market price per share of Common Stock at the time at which such distribution is made and of which the denominator shall be the market price per share of Common Stock at such time less the fair value (as determined by the Board of Directors of the Corporation, whose determination shall be conclusive) of the portion of said shares of stock, evidences of indebtedness or assets so distributed on each share of Common Stock. Such adjustment shall become effective, retroactively, immediately after the record date for the determination of stockholders entitled to receive such distribution.

(iv) In case the Corporation shall issue or sell any warrant or rights to subscribe for or to purchase any of its shares of Common Stock at a price per share (including the consideration, if any, received or receivable upon the issuance or sale of such warrants or rights) less than the market price per share thereof at the time of issuance or sale of any such warrants or rights, in each such case, the number of shares of Common Stock into which each share of \$2.50 Preferred Stock shall thereafter be convertible shall be determined by multiplying the number of shares of Common Stock into which each share of \$2.50 Preferred Stock was theretofore convertible by a fraction of which the numerator shall be the sum of the number of shares of Common Stock outstanding at the time of such issuance or sale and the maximum number of additional shares of Common Stock issuable upon the exercise of such warrants or rights and of which the denominator shall be the sum of the number of shares of Common Stock outstanding at the time such issuance or sale and the number of shares of Common Stock which the aggregate minimum consideration received and receivable by the Corporation upon the issuance or sale of such warrants or rights and upon the exercise of all such rights

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(without deduction of expenses of such issuance or sale, including underwriting commissions, if any) would purchase at the market price per share at the time of such issuance or sale.

(v) In case the Corporation shall, while any shares of \$2.50 Preferred Stock remain outstanding enter into any consolidation with or merge into any other corporation wherein the Corporation is not the surviving corporation, or sell or convey its property as an entirety or substantially as an entirety and in connection with such consolidation, merger, sale or conveyance shares of stock or other securities or property shall be issuable or deliverable in exchange for Common Stock, in each such case proper provision shall be made that on the terms and in the manner provided in this subsection (4) the holder of any shares of \$2.50 Preferred Stock may thereafter convert the same into the same kind and amount of stock and other securities and property as may be issuable or deliverable by the terms of such consolidation, merger, sale or conveyance with respect to the number of shares of Common Stock into which such shares of \$2.50 Preferred Stock are convertible at the time of such consolidation, merger, sale or conveyance. After any such consolidation, merger, sale or conveyance the right of conversion, subject to subsequent adjustments of the conversion rate, shall be to convert the shares of \$2.50 Preferred Stock into such stock and other securities and property as the same may from time to time be constituted.

(vi) In case of any capital reorganization or any reclassification of the shares of Common Stock (except as provided in paragraph (i) above) the holder of any share of \$2.50 Preferred Stock, upon conversion thereof shall in each such case be entitled to receive, in lieu of the Common Stock to which he would have been entitled upon conversion immediately prior to such capital reorganization or reclassification, the kind and amount of shares of stock (of any class or classes) and other securities and property to which a holder of such number of shares of stock would have been entitled upon such capital reorganization or reclassification, and in each such case, appropriate provision (as determined by the Board of Directors of the Corporation whose determination shall be conclusive) shall be made for the application of this subsection (4) with respect to the rights and interests thereafter of the holders of shares of \$2.50 Preferred Stock, to the end that this subsection (4) (including the adjustments of the conversion rate) shall be reflected thereafter, as nearly as reasonably practicable, on all subsequent conversions of shares of \$2.50 Preferred Stock into any shares of stock or securities or other property thereafter deliverable upon conversion of shares of \$2.50 Preferred Stock.

(vii) No adjustment in the number of shares of Common Stock into which any share of \$2.50 Preferred Stock is convertible shall be required unless such adjustment would require an increase or decrease of at least 1% in the total number of shares of Common Stock into which all shares of \$2.50 Preferred Stock are then

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convertible, provided, however, that any adjustments which by reason of this paragraph (vii) are not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(viii) Whenever any adjustment is required in the Common Stock into which any share of \$2.50 Preferred Stock is convertible, the Corporation shall forthwith (A) file with the transfer agent or agents for \$2.50 Preferred Stock and for Common Stock a statement describing in reasonable detail the adjustment and the method of calculation used and such statement shall be made available for inspection by the stockholders, and (B) cause a notice, stating that such an adjustment has been effected and setting forth the adjusted conversion rate, to be mailed to each holder of record of \$2.50 Preferred Stock at or prior to the time the Corporation mails to its stockholders the quarterly dividend payment with respect to the quarterly period during which the facts requiring such adjustment occurred, but in any event within sixty (60) days of the end of such quarter.

(ix) Notwithstanding anything to the contrary stated herein, no adjustment shall be made in the number of shares of Common Stock into which each share of \$2.50 Preferred Stock shall be convertible upon the occurrence of any of the following events:

(A) The grant or exercise of any options to or by employees of the Corporation or any of its subsidiaries or the sale of shares of stock to such employees under any other stock purchase plan;

(B) The conversion of any shares of stock of any class, or any other securities of the Corporation, into Common Stock of the Corporation;

(C) The issuance of shares of Common Stock for consideration, a substantial portion of which consists of assets or property other than cash (including capital stock of other corporations) or services performed;

(D) The issuance of shares of Common Stock for cash in an underwritten sale to the public of Common Stock;

(E) The issuance of Common Stock for cash to a limited number of investors at a price per share which is determined by the Board of Directors of the Corporation to be prudent and appropriate in relation to similar sales at the time and under the existing securities market conditions.

(c) No fractional shares of stock shall be issued upon conversion of \$2.50 Preferred Stock but in lieu thereof the Corporation shall pay to the holder thereof an amount in cash equal to the value of such fractional share of stock determined upon the basis of the closing price per share on

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the New York Stock Exchange, if such shares of stock are regularly traded on such exchange, or on any other national securities exchange if such shares of stock are not regularly traded on the New York Stock Exchange, or if such shares of stock are not regularly traded on any national securities exchange upon the basis of the closing bid price reported by the National Quotation Bureau, Inc. or by any successor organization, on the date upon which the certificate representing the \$2.50 Preferred Stock shall be surrendered for conversion.

(d) \$2.50 Preferred Stock shall be deemed to be converted and the holder thereof shall be deemed to have become a holder of record of the shares of stock of the Corporation into which the shares of \$2.50 Preferred Stock are convertible at the close of business on the date upon which the certificate representing \$2.50 Preferred Stock has been surrendered to any transfer agent for conversion, or if such date shall be a legal holiday in the jurisdiction in which such transfer agent is located or a date fixed by the Board of Directors for the closing of the transfer books of the shares of stock of the Corporation into which the shares of \$2.50 Preferred Stock are convertible, then on the next succeeding business day when such transfer books are open.

(e) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of stock the full number of shares of stock into which all shares of \$2.50 Preferred Stock from time to time outstanding are convertible.

(f) For the purposes of any computation under this subsection (4), the "market price per share" of Common Stock at any date shall be deemed to be the average of the daily closing prices thereof for the thirty consecutive business days commencing forty-five days before the day in question. The closing price for each day shall be the closing price per share on the New York Stock Exchange as reported in an accepted financial publication of general circulation in the Borough of Manhattan, The City of New York, if such shares of stock are regularly traded on such Exchange, or on any other national securities exchange if such shares of stock are not regularly traded on the New York Stock Exchange, or if such shares of stock are not regularly traded on any national securities exchange upon the basis of the closing bid price reported by the National Quotation Bureau, Inc. or by any successor organization.

(g) "Common Stock" when used in this subsection (4) with reference to the Common Stock into which the shares of \$2.50 Preferred Stock are convertible shall mean only Common Stock as authorized by the Certificate of Incorporation of the Corporation, and any shares of stock into which such Common Stock may thereafter have been changed, and, when otherwise used in this subsection (4), shall include also shares of stock of the Corporation of any other class, whether now or hereafter authorized, which ranks or is entitled to a participation, as to assets or dividends, substantially on a parity with such Common Stock or other class of stock into which such Common Stock may have been changed.

(h) The Corporation shall give at least thirty (30) days notice in writing to each holder of \$2.50 Preferred Stock of the liquidation, dissolution or winding up of the Corporation.

(5) Class Voting Rights. Without the consent of the holders of at least two-thirds of the shares of \$2.50 Preferred Stock at the time outstanding given in person or by proxy either in writing or at a meeting called for the purpose, at which the holders of the \$2.50 Preferred Stock shall vote separately as a class, the Corporation shall not:

(a) Issue any shares of stock having priority over the \$2.50 Preferred Stock as to payment of dividends or as to distribution of assets upon liquidation, dissolution or winding up of the Corporation;

(b) Issue any additional shares of \$2.50 Preferred Stock, (or any other stock ranking on a parity therewith on the payment of dividends or the distribution of assets on liquidation or dissolution), unless the average Consolidated Net Income of the Corporation for the two full fiscal years preceding such issuance shall be at least three times the annual dividend requirement on all shares of \$2.50 Preferred Stock (and shares of stock so ranking on a parity therewith) then outstanding and to be issued. "Consolidated Net Income" shall mean the net income of the Corporation and of corporations of which the Corporation owns 50% or more of the voting stock, determined on a consolidated basis in accordance with accepted accounting principles by the accountants regularly employed to audit the accounts and records of the Corporation.

(6) Cancellation. Any shares of \$2.50 Preferred Stock which are converted or redeemed shall not be reissued but shall be cancelled, and the Corporation shall from time to time take appropriate action to reduce the authorized number of shares accordingly.

B.

NO PAR CUMULATIVE PREFERRED STOCK

The Board of Directors is expressly authorized to adopt, from time to time, a resolution or resolutions providing for the issuance of No Par Cumulative Preferred Stock, as a class or in one or more series, with such voting powers, full or limited or cumulative, or no voting powers, and with such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors.

C.

CUMULATIVE VOTING

At all elections of directors of the Corporation, each holder of Common Stock or Cumulative Convertible

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Corporation with any other corporation (other than a merger with a subsidiary of the Corporation pursuant to Section 253 of the Delaware General Corporation Law or any provision of the Delaware law superseding said Section 253); (b) to authorize any sale, lease or exchange of all or substantially all of the assets of the Corporation; (c) to authorize the dissolution of the Corporation; (d) to divide the directors into classes (as provided for in Section 141(d) of the Delaware General Corporation Law or any provision of Delaware law superseding said Section 141(d)), the affirmative vote or consent of the holders of two-thirds (2/3) of the outstanding shares of stock of the Corporation entitled to vote thereon shall be required to approve such agreement or to give such authorization.

NINTH. Subject to Article Eighth hereof, the provisions of this Certificate of Incorporation may be amended, altered, changed or repealed if such amendment, alteration, change or repeal shall receive the affirmative vote or consent of the holders of not less than a majority of the outstanding shares of stock of the Corporation entitled to vote thereon.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is his act and deed and the facts herein stated are true, and accordingly, has hereunto set his hand this 14th day of March, 1977.

/s/ Howard C. Michaelsen, Jr. (SEAL)
Howard C. Michaelsen, Jr.

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