

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/27/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baskerville Communications Corporation		12/27/2000	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Informa Licensing, Inc.
Street Address:	One Research Drive
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2199897	GLOBAL MOBILE

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-781-6013
 Email: trademarks@bellboyd.com, kstarshak@bellboyd.com
 Correspondent Name: Kathryn Starshak
 Address Line 1: P.O. Box 1135
 Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115260-78
NAME OF SUBMITTER:	Kathryn Starshak
Signature:	/kathryn starshak/

CH \$40.00 2199897

Date:

11/04/2008

Total Attachments: 25

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The information displayed here is current as of "APR 25, 2008" and is updated weekly. It is not a complete or certified record of the Corporation.

Corporation		
BASKERVILLE COMMUNICATIONS CORPORATION		
Number: C1861850	Date Filed: 7/15/1993	Status: merged out
Jurisdiction: California		
Address		
15165 VENTURA BLVD STE 310		
SHERMAN OAKS, CA 91403		
Agent for Service of Process		
TIMOTHY D BASKERVILLE		
15165 VENTURA BLVD STE 310		
SHERMAN OAKS, CA 91403		

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- For information about certification of corporate records or for additional corporate information, please refer to **Corporate Records**.
- Blank fields indicate the information is not contained in the computer file.
- If the status of the corporation is "Surrender", the agent for service of process is automatically revoked. Please refer to California Corporations Code **Section 2114** for information relating to service upon corporations that have surrendered.

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FEDERAL IDENTIFICATION
No. 51-0339508 (1)

FEDERAL IDENTIFICATION FEDERAL IDENTIFICATION
NO. 77-0346899 (2) NO. Applied for (3)

⑤ 000734379

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Examiner
HG

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052

ARTICLES OF *CONSOLIDATION / *MERGER (General Laws, Chapter 156B, Section 79)

*Consolidation / *merger of

- ① EBC USA (Licensing), INC. (1) NR
- ② BASKERVILLE COMMUNICATIONS CORP. (2) NR
- ③ INFORMA LICENSING, INC. (3)

the constituent corporations, into

③ INFORMA LICENSING, INC.,

*a new corporation / *one of the constituent corporations organized under the laws of: Massachusetts

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of *consolidation / *merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 79, and will be kept as provided by Subsection (c) thereof. The *resulting / *surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the *consolidation / *merger determined pursuant to the agreement of *consolidation / *merger shall be the date approved and filed by the Secretary of the Commonwealth. ~~If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.~~

3. (For a merger)

*The following amendments to the Articles of Organization of the *surviving* corporation have been effected pursuant to the agreement of merger:

NONE

~~(For a consolidation)~~

~~(a) The purpose of the *resulting* corporation is to engage in the following business activities:~~

*Delete the inapplicable words.

Note: If the space provided under any article or item on this form is insufficient, additions should be made on separate sheets.

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(For a consolidation)

(b) State the total number of shares and the par value, if any, of each class of stock which the *resulting* corporation is authorized to issue:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

(c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established.

(d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:

(e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

Item 4 below may be deleted if the resulting / surviving corporation is organized under the laws of a state other than Massachusetts.

4. The information contained in Item 4 is *not* a permanent part of the Articles of Organization of the *resulting / *surviving corporation.

(a) The street address (*post office boxes are not acceptable*) of the *resulting / *surviving corporation in Massachusetts is:

(b) The name, residential address and post office address of each director and officer of the *resulting / *surviving corporation is

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:			
Clerk:			
Directors:			

(c) The fiscal year end (i.e. tax year) of the *resulting / *surviving corporation shall end on the last day of the month of:

(d) The name and business address of the resident agent, if any, of the *resulting / *surviving corporation is:

Item 5 below may be deleted if the resulting/surviving corporation is organized under the laws of Massachusetts

5. The *resulting / *surviving corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent Massachusetts corporation, any prior obligation of any constituent foreign corporation qualified under General Laws, Chapter 181, and any obligations hereafter incurred by the *resulting / *surviving corporation, including the obligation created by General Laws, Chapter 156B, Section 85, so long as any liability remains outstanding against the corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181.

FOR MASSACHUSETTS CORPORATIONS

The undersigned *President / *Vice President and *Clerk / *Assistant Clerk of _____ a corporation organized under the laws of Massachusetts, further state under the penalties of perjury that the agreement of *consolidation / *merger has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 78.

_____, *President / *Vice President

_____, *Clerk / *Assistant Clerk

FOR CORPORATIONS ORGANIZED IN A STATE OTHER THAN MASSACHUSETTS

The undersigned, † David Gilbertson and †† Steven S. Konowitz

of Baskerville Communications Corp., a corporation organized under the laws

California, further state under the penalties of perjury that the agreement of *consolidation

*merger has been duly adopted by such corporation in the manner required by the laws of California

*Delete the inapplicable words.
†Specify the officer having powers and duties corresponding to those of the president or vice president of a Massachusetts corporation organized under General Laws, Chapter 156B.

† [Signature]
/s/ David Gilbertson

(For a consolidation)

(b) State the total number of shares and the par value, if any, of each class of stock which the *resulting* corporation is authorized to issue:

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

** (c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established.

** (d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:

** (e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders; or of any class of stockholders:

Item 4 below may be deleted if the resulting /surviving corporation is organized under the laws of a state other than Massachusetts.

4. The information contained in Item 4 is *not a permanent* part of the Articles of Organization of the ~~resulting~~ / surviving corporation.

(a) The street address (*post office boxes are not acceptable*) of the "resulting / "surviving corporation in Massachusetts is:

One Research Drive, Westborough, Massachusetts 01581

**If there are no provisions state "None".

(b) The name, residential address and post office address of each director and officer of the ~~resulting~~ / *surviving corporation is:

NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:		
Treasurer:		
Clerk:		
Directors:	See Attachment "A"	

(c) The fiscal year end (i.e. tax year) of the ~~resulting~~ / *surviving corporation shall end on the last day of the month of: December

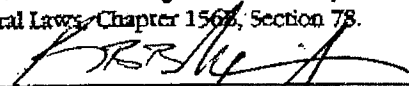
(d) The name and business address of the resident agent, if any, of the ~~resulting~~ / *surviving corporation is:

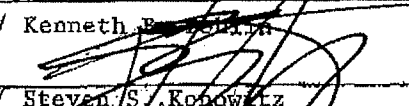
Item 5 below may be deleted if the resulting/surviving corporation is organized under the laws of Massachusetts.

5. The ~~resulting~~ / *surviving corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent Massachusetts corporation, any prior obligation of any constituent foreign corporation qualified under General Laws, Chapter 181, and any obligations hereafter incurred by the ~~resulting~~ / *surviving corporation, including the obligation created by General Laws, Chapter 156B, Section 85, so long as any liability remains outstanding against the corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181.

FOR MASSACHUSETTS CORPORATIONS

The undersigned *President / ~~Vice-President~~ and *Clerk / ~~Assistant Clerk~~ of Informa Licensing, Inc., a corporation organized under the laws of Massachusetts, further state under the penalties of perjury that the agreement of ~~consolidation~~ / *merger has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 78.


X  _____, *President / ~~Vice-President~~
 /s/ Kenneth B. Bohlin

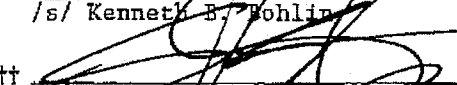
 _____, *Clerk / ~~Assistant Clerk~~
 /s/ Steven S. Konowitz

FOR CORPORATIONS ORGANIZED IN A STATE OTHER THAN MASSACHUSETTS

The undersigned, † Kenneth B. Bohlin and †† Steven S. Konowitz, of IBC USA (Licensing), Inc., a corporation organized under the laws of Delaware, further state under the penalties of perjury that the agreement of *consolidation / *merger has been duly adopted by such corporation in the manner required by the laws of Delaware

*Delete the inapplicable words.
†Specify the officer having powers and duties corresponding to those of the president or vice president of a Massachusetts corporation organized under General Laws, Chapter 156B.
††Specify the officer having powers and duties corresponding to the clerk or assistant clerk of such a Massachusetts corporation.

X  _____
 /s/ Kenneth B. Bohlin

††  _____
 /s/ Steven S. Konowitz

ATTACHMENT A

	NAME	RESIDENCE	POST OFFICE ADDRESS
Officers:			
President	Kenneth B. Bohlin	13 Edgehill Road Hopkinton, MA 01748	Same
Treasurer	Julia Blair	4 Bellstone Drive Bellingham, MA	Same
Clerk	Steven S. Konowitz	36 Selwyn Road Newton, MA 02461	110 Cedar Street Wellesley, MA 02481
Directors:			
	Kenneth B. Bohlin	13 Edgehill Road Hopkinton, MA 01748	Same
	Peter S. Rigby	1 Quaker Row, Coates Carencester, England	Same
	James Wilkinson	2 The Nursery Sutton Courtenay Abingdon Oxfordshire, England OX14 4UO	Same
	David Gilbertson	23 Steeles Road London, England NW3 4RE	Same

900743

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF *CONSOLIDATION / *MERGER
(General Laws, Chapter 156B, Section 79)

773203

SECRETARY OF THE
COMMONWEALTH
CORPORATION DIVISION
01 DEC 12 AM 9:05

I hereby approve the within Articles of *Consolidation / *Merger and,
the filing fee in the amount of \$ 250.00 , having been paid,
said articles are deemed to have been filed with me this 12th
day of DECEMBER , 2001.

Effective date _____



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Steven S. Konowitz, Esq.

Konowitz & Greenberg

110 Cedar St., Suite 250, Wellesley, MA 02481

Telephone: 781-237-0033

AGREEMENT OF MERGER

This agreement of merger ("Agreement of Merger"), dated as of the 27th day of December 2000 (the "Effective Date") among Informa Licensing, Inc. ("ILI") and Baskerville Communications Corporation ("BCC") and their Presidents as authorized by their Boards of Directors and their Stockholders (such persons being hereinafter individually referred to as "Stockholder" and collectively referred to as the "Stockholders").

WITNESSETH:

Whereas, the parties hereto desire that BCC be merged with and into ILI pursuant to the Plan of Merger attached hereto as Exhibit A (the "Plan of Merger") providing for such merger (the "Merger"), on the date and at the time provided for therein (the "Effective Date"); and

Whereas, the Plan of Merger provides for the issuance of shares of ILI stock upon the Merger being effective; and

Whereas, the parties hereto desire to set forth certain representation, warranties and covenants made by each to the other as an inducement to the execution and delivery of the Plan of Merger and certain additional agreements related to the Merger;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and covenants herein contained, the parties hereby agree as follows:

Article I MERGER

1.1 Merger

Subject to the terms and conditions herein on December 27, 2000, at 2:00 p.m., or at such other time as ILI and BCC shall designate, ILI and BCC shall execute and shall promptly thereafter file with the appropriate government officials a plan of merger of which the Plan of Merger shall be

a part. On the same date, ILI shall issue and deliver to the Stockholders of BCC the number of shares of Stock set forth opposite the names of such Stockholders on Exhibit B, in accordance with the Plan of Merger.

ARTICLE II BCC REPRESENTATIONS

2.1 Representations and Warranties of BCC and the Board of Directors of BCC

BCC and its Board of Directors represent and warrant to ILI of the date hereof and on the Effective Date as follows (all representations and warranties being joint and several):

(a) Good Standing. BCC is a corporation duly organized and validly existing in good standing under the laws of the State of California, and it is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by BCC in the conduct of and the nature of the business as now transacted by it does not require qualification as a foreign corporation in any jurisdiction which they are not so registered.

(b) Stockholders and Stock. The authorized capital stock of BCC consists solely of 100,000 shares of Common Stock, no par value per share, of which 12,500 shares are duly authorized, validly issued and outstanding and fully paid and nonassessable (the "Stock"). Exhibit B hereto contains a complete and accurate list of all the Stockholders of BCC and the number of shares held by each free and clear of all liens, encumbrances and claims of every kind. Each share of Stock is duly and validly authorized and issued, fully paid and nonassessable, and was not issued in violation of the preemptive rights of any Stockholder. No option, warrant, call or commitment of any kind obligating BCC to issue any of its capital stock exists.

(c) Financial Statements. The Board of Directors has delivered to ILI copies of the financial statements of BCC.

(d) Liabilities. The Board of Directors has delivered to ILI an accurate list of all liabilities of BCC.

(e) Account Receivables. The Board of Directors has delivered to ILI an accurate list of the accounts and notes receivable of BCC except to the extent of the reserve for bad debts reflected thereon, to the best knowledge of BCC and the Board of Directors such accounts and notes are collectible.

(f) Fixed Assets. The Board of Directors has delivered to ILI an accurate list and a substantially complete description of all the fixed assets of BCC including true and correct copies of leases on properties on which are situated buildings, warehouses, workshops, garages and other structures used in the operation of the business of BCC. Substantially all of the machinery and equipment of BCC are in reasonably good working order and condition to the best knowledge and belief of the Board of Directors. Such leases are in full force and effect and constitute valid and binding agreements of the parties thereto in accordance with their respective terms. Neither BCC has acquired nor sold or otherwise disposed of any fixed assets, except in the ordinary course of business. All fixed assets used by BCC in the operation of its business are either owned by BCC or leased under an agreement.

(g) Title. To the knowledge and belief of the Board of Directors of BCC, BCC has good and marketable title to all properties, assets and leasehold estates, real and personal, owned and used in its business, and which is material to the operation of that business (except as since sold or otherwise disposed of in the ordinary course of business), subject to no mortgage, pledge, lien, conditional sales agreement, encumbrance or charge, except for:

- (1) Liens as securing specified liabilities (with respect to which no default exists); and
- (2) Liens for current taxes and assessments not in default; and
- (3) Liens arising by operation of law of which Stockholders have no knowledge of any such liens existing.

Article III
COVENANTS OF STOCKHOLDERS OF BASKERVILLE COMMUNICATIONS CORPORATION

3.1 Covenants of Stockholders of Baskerville Communications Corporation

(a) Stockholders will afford to the officers and authorized representatives of ILI access to the properties, books and records of BCC and will furnish ILI with such additional financial and operating data and other information as to the business and properties of BCC as ILI may from time to time reasonably request.

(b) Stockholders will cause BCC to:

(1) Carry on their business in substantially the same manner as they have heretofore and not introduce any material new method of management, operation or accounting;

(2) Maintain their properties and facilities in as good working order and condition as at present, ordinary wear and tear excepted;

(3) Perform all their material obligations under agreements relating to or affecting its assets, properties and rights;

(4) Keep in full force and effect present insurance policies or other comparable insurance coverage; and

(5) Use their best efforts to maintain and preserve their business organization intact, retain their present employees and maintain their relationships with suppliers, customers and others having business relations with them.

(c) Stockholders will not permit BCC, without the prior written consent of ILI, to:

(1) Make any change in their Articles of Organization;

(2) Issue any securities

(3) Declare or pay any dividend or make any distribution in respect of their stock whether now or hereafter outstanding, or purchase, redeem or otherwise acquire or retire for value any shares of their stock

(4) Enter into any contract or commitment or incur or agree to incur any liability or make any capital expenditures except in the normal course of business.

(5) Increase the compensation payable or to become payable to any officer,

employee or agent, or make any bonus payment to any such person;

(6) Create, assume or permit to exist any mortgage, pledge or other lien or encumbrance upon any assets or properties whether now owned or hereafter acquired;

(7) Sell, assign, lease or otherwise transfer or dispose of any property or equipment except in the normal course of business; or

(8) Merge or consolidate or agree to merge or consolidate with or into any other corporation.

**ARTICLE IV
CONDITIONS TO THE OBLIGATIONS OF BCC
AND BCC's STOCKHOLDERS**

4.1 Conditions

The obligations of BCC and BCC's Stockholders hereunder are, at their option, subject to the satisfaction, on or prior to the Effective Date of the following conditions:

(a) True Representations. The representations and warranties of Stockholders of BCC contained in this Agreement of Merger shall be true on and as of the Effective Date; each and all of the agreements of Stockholders to be performed on or before the Closing Date pursuant to the terms hereof shall have been performed; and Stockholders shall have delivered to ILI a certificate dated the Closing Date and signed by each of them to all such effects.

(b) BCC's Condition. No material adverse change in the results of operations, financial condition or business of BCC shall have occurred, and BCC shall not have suffered any material loss or damage to any of its properties or assets, whether or not covered by insurance, which change, loss or damage materially affects or impairs the ability of BCC to conduct its business and ILI shall have received a certificate signed by Stockholders of BCC dated the Effective Date to such effect.

(c) Continued Representations And Warranties of BCC. The representations and warranties of BCC contained in this Agreement of Merger shall be accurate as of the Effective Date as though such representations and warranties had been made at and as of that time; all of the terms, covenants and conditions of this Agreement of Merger to be complied with and performed by BCC

on or before the Effective date shall have been duly complied with and performed; and a certificate to the foregoing effect dated the Effective Date and signed by a party authorized by the Board of Directors of Corporation shall have been delivered to the Stockholders.

(d) Board Authority. Stockholders shall have received a copy of the resolutions authorizing the execution, delivery and performance of this Agreement of Merger certified by the Secretary of Corporation to have been adopted by the Board of Directors of Corporation and to be in full force and effect as of the Effective Date.

Article V REPRESENTATIONS OF ILI

5.1 Representations and Warranties of ILI and its Stockholders

ILI and its Stockholders represent and warrant to BCC as of the date hereof and on the Effective date as follows (all representations and warranties being joint and several):

(a) Good Standing. ILI is a corporation duly organized and validly existing in good standing under the laws of the Commonwealth of Massachusetts is duly authorized, qualified and licensed under all applicable laws, regulations, ordinances and orders of public authorities to carry on its business in the places and in the manner as now conducted. The character and location of the assets now owned or regularly leased by ILI (as hereinafter defined) in the conduct of its businesses and the nature of the business as now transacted by it do not require qualification as a foreign corporation in any jurisdiction.

(b) Stockholders and Stock. The authorized capital stock of ILI consists solely of 15,000 shares of Common Stock, without par value per share, all 1000 of which shares are duly authorized, validly issued and outstanding and fully paid and nonassessable (the "Stock"). Exhibit H hereto contains a complete and accurate list of all the Stockholders of ILI and the number of shares held by each free and clear of all liens, encumbrances and claims of every kind. Each share of Stock is duly and validly authorized and issued, fully paid and nonassessable, and was not issued in violation of the preemptive rights of any Stockholder. No option, warrant, call or commitment of any kind obligating ILI to issue any of its capital stock exists.

Article VI GENERAL

6.1 Additional Instruments

The parties hereto shall deliver or cause to be delivered on the Effective Date, and at such other times and places as shall be reasonably agreed on, such additional instruments as any party may reasonably request for the purpose of carrying out this Agreement of Merger. BCC and ILI will cooperate and use their best efforts to have the present Officers, Directors and employees of BCC and ILI cooperate on and after the Effective date in furnishing information, evidence, testimony and other assistance in connection with any actions, proceedings, arrangements or disputes of any nature with respect to matters pertaining to all periods prior to the Effective Date.

6.2 Assignment

This Agreement of Merger and the rights of Stockholders hereunder may not be assigned (except by operation of law) and shall be binding upon and shall inure to the benefit of the parties hereto, and the successors of and the heirs and legal representatives of the parties hereto.

6.3 Entire Agreement

This Agreement of Merger (including the schedules and Exhibits hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding between the parties hereto and supersede any prior agreement and understanding relating to the subject matter of this Agreement of Merger. This Agreement of Merger may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

6.4 Counterparts

This Agreement of Merger may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party.

6.5 Survivorship

All warranties, covenants, representations and guarantees shall survive the Closing and execution of the documents contemplated by the Agreement of Merger. The parties hereto in executing, and in carrying out the provisions of this Agreement of Merger are relying solely on the representations, warranties and agreements contained in this Agreement of Merger or in any writing delivered pursuant to provisions of this Agreement of Merger or at the Closing of the transactions herein provided for and not upon any representation, warranty, agreement, promise or information, written or oral, made by any person other than as specifically set forth herein or therein.

6.6 Law

This Agreement of Merger shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

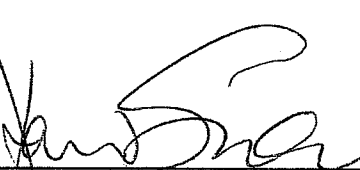
IN WITNESS WHERE OF, each of the parties has caused this Agreement of Merger to be signed by its duly authorized officer as of the date first written above.

Informa Licensing, Inc.

BY: _____

Kenneth B. Bohlin

Baskerville Communications Corporation

BY:  _____

David Gilbertson

6.5 Survivorship

All warranties, covenants, representations and guarantees shall survive the Closing and execution of the documents contemplated by the Agreement of Merger. The parties hereto in executing, and in carrying out the provisions of this Agreement of Merger are relying solely on the representations, warranties and agreements contained in this Agreement of Merger or in any writing delivered pursuant to provisions of this Agreement of Merger or at the Closing of the transactions herein provided for and not upon any representation, warranty, agreement, promise or information, written or oral, made by any person other than as specifically set forth herein or therein.

6.6 Law

This Agreement of Merger shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHERE OF, each of the parties has caused this Agreement of Merger to be signed by its duly authorized officer as of the date first written above.

Informa Licensing, Inc.

Baskerville Communications Corporation

BY: _____



Kenneth B. Bohlin

BY: _____

David Gilbertson

Exhibit A

(Plan of Merger)

Exhibit B

(a complete and accurate list of all the Stockholders of BCC and the number of shares held by each:
Informa USA, Inc.-----All)

Exhibit C

(a complete and accurate list of all the Stockholders of ILI and the number of shares Informa USA,
Inc.-----All)

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PLAN OF MERGER

This plan of merger ("Plan of Merger") dated December 27, 2000 (the "Effective Date") by and between Baskerville Communications Corporation and Informa Licensing, Inc. such Corporations being hereinafter collectively referred to as the "Constituent Corporations,"

Witnesseth

Whereas, Informa Licensing, Inc. ("ILI") is a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having an authorized capital stock of shares of common stock, no par value (the "Informa Licensing, Inc. Common Stock"), of 15,000 shares of Common Stock, without par value per share, all 1000 of which shares are duly authorized, validly issued and outstanding and fully paid and nonassessable, and the holders of all such shares are entitled to vote on this Plan of Merger; and

Whereas, Baskerville Communications Corporation ("BCC") is a corporation duly organized and existing under the laws of the State of California, and having an authorized capital stock of 100,000 shares of Common Stock, no par value per share, of which 12,500 shares are duly authorized, validly issued and outstanding and fully paid and nonassessable (the "Baskerville Communications Corporation Common Stock") and all such shares are entitled to vote on this Plan of Merger; and

Whereas, by merging BCC into ILI, the resulting corporation will be a more efficient, and hence profitable, business enterprise; and

Whereas, the respective Boards of Directors of ILI and BCC deem it advisable and for the best interests of said Corporations that BCC be merged with and into ILI as the surviving Corporation ("Surviving Corporation") pursuant to the terms and conditions hereinafter set forth, and for the shares of capital stock of BCC issued and outstanding at the Effective Date to be converted into shares of ILI Stock, no par value and each such Boards have duly approved this Plan of Merger ("Merger"); and

Whereas, the Stockholders have entered into an Agreement of Merger dated this date setting forth certain representations, warranties and covenants in connection with said Merger;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said

Merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each Constituent Corporation into shares of the Surviving Corporation and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the approval of adoption of this Plan of Merger by the requisite vote of the Stockholders of each Constituent Corporation, and subject to the conditions hereinafter set forth, as follows:

Article I
MERGER AND NAME OF SURVIVING CORPORATION

At the Effective Date, as hereinafter defined, Baskerville Communications Corporation shall be merged with and into ILI, which is hereby designated as the "Surviving Corporation," which shall not be a new corporation, which shall continue its corporate existence as Informa Licensing, Inc. a corporation to be governed by the laws of the Commonwealth of Massachusetts, which shall maintain its principal place of business at One Research Drive, Westborough, Massachusetts.

Article II
TERMS AND CONDITIONS OF MERGER

The terms and conditions of the Merger are (in addition to those set forth elsewhere in this Plan of Merger) as follows:

(a) At the Effective Date:

- (1) The Constituent Corporations shall be a single corporation, which shall be ILI, the Corporation designated herein as the Surviving Corporation.
- (2) The separate existence of BCC shall cease.
- (3) The Surviving Corporation shall thereupon thereafter possess all the rights, privileges, powers, franchises as well of a public and as of a private nature, and be subject to all the restrictions, disabilities, and duties of each Constituent Corporation; and all the singular rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to either Constituent Corporation on whatever account, as well for stock subscriptions as all other things in action or belonging to each Constituent Corporation shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and

all and every other interest shall be thereafter as effectuating the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding whether civil, criminal or administrative, pending by or against either Constituent Corporation shall be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(4) All corporate, approvals, acts, plans, policies, contracts and authorizations of BCC and its Stockholders, Board of Directors, committees elected or appointed by the Board of Directors, Officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to BCC.

(5) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments of eliminations of inter company items as may be appropriate in giving effect to the Merger.

(b) The Board of Directors and the Officers of ILI as of the Effective Date shall be:

OFFICERS:

President	Kenneth B. Bohlin
Treasurer	Julia A. Blair
Clerk	Steven S. Konowitz;

BOARD OF DIRECTORS:

Kenneth B. Bohlin
Peter S. Rigby
David Gilbertson
James H. Wilkinson

Article III
MANNER AND BASIS OF CONVERTING SHARES AND RELATED PROVISIONS

The manner and basis of converting the issued and outstanding shares of each Constituent Corporation into shares of the Surviving Corporation and the mode of carrying the Merger into effect are as follows:

Each share of BCC Stock outstanding at the Effective Date shall be converted into a fully paid and nonassessable share of ILI (the Surviving Corporation) without any action on the part of the holder thereof. After the Effective Date, each holder of an outstanding certificate or certificates which, prior thereto, represented shares of Baskerville Communications Corporation Common Stock shall be entitled, upon surrender thereof to receive in exchange therefor a certificate or certificates representing the number of whole shares of BCC Stock into or for which its shares have been converted or exchanged.

Article IV
CERTIFICATE OF INCORPORATION AND BY-LAWS

(a) The Certificate of Incorporation of ILI as existing and constituted immediately prior to the Effective Date shall, upon the Merger becoming effective, be and constitute the Certificate of Incorporation of the Surviving Corporation until amended in the manner provided by law.

(b) The By-laws of ILI as existing and constituted immediately prior to the Effective Date shall, upon the Merger becoming effective, be and constitute the By-laws of the Surviving Corporation until amended in the manner provided by law.

Article V
OTHER PROVISIONS WITH RESPECT TO MERGER

a) This Plan of Merger shall be submitted to the Stockholders of each Constituent Corporation as provided by the applicable laws of the various jurisdictions. After the approval or adoption thereof by the Stockholders of each Constituent Corporation in accordance with the requirements of the applicable laws, all required documents shall be executed, filed and recorded and all required acts shall be done in order to accomplish the Merger under the provisions of the

applicable statutes.

(b) This Plan of Merger may be terminated at any time prior to the Effective Date, whether before or after action thereon by the Stockholders of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective Boards of Directors.

Article VI
APPROVAL AND EFFECTIVE TIME OF THE MERGER

The Merger shall become effective when all the following actions shall have been taken:

(1) This Plan of Merger shall be adopted and approved on behalf of each Constituent Corporation in accordance with their by-laws; and

(2) (a) Certificate of Merger (with this Plan of Merger attached as part thereof), setting forth the information required by it, and having been executed and verifying the particular time and date at which such filing shall be accomplished, being herein referred to as the "Effective Date."

(b) For the convenience of the parties and to facilitate the filing and recording of this Plan of Merger, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(c) This Plan of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(d) This Plan of Merger cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

IN WITNESS WHERE OF, each of the parties has caused this Agreement to be signed by its duly authorized officer as of the date first written above.

Informa Licensing, Inc.

Baskerville Communications Corporation

BY: 

BY: _____

Kenneth B. Bohlin

David Gilbertson


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IN WITNESS WHERE OF, each of the parties has caused this Agreement to be signed by its duly authorized officer as of the date first written above.

Informa Licensing, Inc.

Baskerville Communications Corporation

BY: _____

BY:  _____

Kenneth B. Bohlin

David Gilbertson

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