

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/09/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indy Festivals, Inc.		08/31/2005	nonprofit corporation: INDIANA
RECEIVING PARTY DATA			
Name:	500 Festival, Inc.		
Street Address:	21 Virginia Avenue		
Internal Address:	Suite 500		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	nonprofit corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2928811	I RUN THIS TOWN	
CORRESPONDENCE DATA			
Fax Number:	(317)223-0276		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	TRADEMARK@BOSELAW.COM		
Correspondent Name:	Megan M. Mulford		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	13930-0003		
NAME OF SUBMITTER:	Megan M. Mulford		
Signature:	/Megan M. Mulford/		

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Date:

03/02/2011

Total Attachments: 7

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APPROVED
AND
FILED
[Signature]
SECRETARY OF STATE

INDIANA SECRETARY
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ARTICLES OF MERGER OF
INDY FESTIVALS, INC.
AND
400 FESTIVAL ASSOCIATES, INC.
WITH AND INTO
500 FESTIVAL ASSOCIATES, INC.

In accordance with the requirements of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), 500 Festival Associates, Inc., an Indiana nonprofit corporation, Indy Festivals, Inc., an Indiana nonprofit corporation, and 400 Festival Associates, Inc., an Indiana nonprofit corporation, desiring to effect a merger (the "Merger"), set forth the following facts:

ARTICLE I

Surviving Corporation

Section 1.01. The name of the corporation surviving the Merger is 500 Festival Associates, Inc. (the "Surviving Corporation"), which name has been changed to 500 Festival, Inc. as a result of the Merger.

Section 1.02. The Surviving Corporation is an Indiana nonprofit corporation existing pursuant to the provisions of the Act, incorporated on April 17, 1957.

ARTICLE II

Merging Corporations

Section 2.01. The name of the first corporation merging into the Surviving Corporation is Indy Festivals, Inc. ("Indy Festivals").

Section 2.02. Indy Festivals is an Indiana nonprofit corporation existing pursuant to the provisions of the Act, incorporated on November 1, 1993.

Section 2.03. The name of the second corporation merging into the Surviving Corporation is 400 Festival Associates, Inc. ("400 Festival").

Section 2.04. 400 Festival is an Indiana nonprofit corporation existing pursuant to the provisions of the Act, incorporated on November 1, 1993. (Indy Festivals and 400 Festival are collectively referred to herein as the "Merging Corporations").

ARTICLE III

Agreement and Plan of Merger

The Agreement and Plan of Merger of the Merging Corporations into the Surviving Corporation (the "Merger Agreement"), containing such information as required by § 23-17-19-1(b) of the Act, is set forth as Exhibit A attached hereto and made a part hereof.

TRADEMARK

REEL: 004489 FRAME: 0049

ARTICLE IV

Effective Date

Pursuant to § 23-17-19-4(b) of the Act and the terms of the Merger Agreement, the effective date of the Merger will be the date of filing these Articles of Merger.

ARTICLE V

Manner of Adoption and Vote

Section 5.01. Action by Surviving Corporation.

(a) Action by Directors. The Merger Agreement was approved by the members of the Board of Directors of the Surviving Corporation at a meeting duly called and held on March 16, 2005, at which a quorum of such Board was present.

(b) Action by Members. The Active Members of the Surviving Corporation, being all of the "members" (within the meaning of the Act) entitled to vote with respect to the Merger Agreement, approved the Merger Agreement at a meeting duly called and held on March 16, 2005, at which a quorum of the members was present.

The designation of members, number of memberships outstanding, the number of votes entitled to be cast, the number of votes indisputably voting with respect to the Merger Agreement, the number of votes in favor of the adoption of the Merger Agreement, and the number of votes against such adoption are as follows:

Designation of members:	Active Members
Number of memberships outstanding:	<u>35</u>
Number of votes entitled to be cast:	<u>35</u>
Number of votes indisputably voting:	<u>30</u>
Number of votes cast in favor:	<u>30</u>
Number of votes cast against:	<u>0</u>

The number of votes cast in favor of the adoption of the Merger Agreement by the members is sufficient for approval by the members.

Section 5.02. Action by Merging Corporations.

(a) Action by Directors of Indy Festivals. The Merger Agreement was approved by the members of the Board of Directors of Indy Festivals at a meeting duly called and held on June 21, 2005, at which a quorum of such Board was present.

(b) Action by Members of Indy Festivals not Required. Indy Festivals has no members; therefore, the Merger Agreement does not require approval by members of Indy Festivals.

(c) Action by Directors of 400 Festival. The Merger Agreement was approved by the members of the Board of Directors of 400 Festival at a meeting duly called and held on June 21, 2005, at which a quorum of such Board was present.

(d) Action by Members of 400 Festival not Required. 400 Festival has no members; therefore, the Merger Agreement does not require approval by members of 400 Festival.

Section 5.03. Compliance with Legal Requirements. The manner and adoption of the Merger Agreement and the votes by which it was adopted, constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the Bylaws of the Surviving Corporation and the Merging Corporations.

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporations have caused these Articles of Merger to be executed by a duly authorized officer acting for and on behalf of each such corporation and each such officer verifies and affirms subject to penalties of perjury that the statements contained herein are true, this 31st day of August, 2005.

500 FESTIVAL ASSOCIATES, INC.,
an Indiana nonprofit corporation

By: [Signature]
Kirk Hendrix, President

INDY FESTIVALS, INC.,
an Indiana nonprofit corporation

By: [Signature]
Kirk Hendrix, President

400 FESTIVAL ASSOCIATES, INC.,
an Indiana nonprofit corporation

By: [Signature]
Kirk Hendrix, President

EXHIBIT AAGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and executed as of the 21st day of June, 2005, by and among Indy Festivals, Inc., an Indiana nonprofit corporation ("Indy Festivals"), 400 Festival Associates, Inc. ("400 Festival") (Indy Festival and 400 Festival are collectively referred to herein as the "Merging Corporations"), and 500 Festival Associates, Inc., an Indiana nonprofit corporation ("Surviving Corporation").

WITNESSETH:

WHEREAS, Indy Festivals is a corporation duly organized and validly existing under the laws of the State of Indiana, having been incorporated on November 1, 1993;

WHEREAS, 400 Festival is a corporation duly organized and validly existing under the laws of the State of Indiana, having been incorporated on November 1, 1993;

WHEREAS, the Surviving Corporation is a corporation duly organized and validly existing under the laws of the State of Indiana, having been incorporated on April 17, 1957;

WHEREAS, the respective Boards of Directors of Merging Corporations and Surviving Corporation, by appropriate resolutions, have adopted this Agreement, and each Board of Directors, as the case may be, has determined that it is in the best interests of the collective organizations that Merging Corporations be merged with and into Surviving Corporation (the "Merger") on the terms and conditions set forth in this Agreement and in accordance with the applicable provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act");

WHEREAS, the Merging Corporations have no members; therefore approval of this Agreement by members of the Merging Corporations is not required; and

WHEREAS, the members of Surviving Corporation have approved this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements, covenants and conditions set forth in this Agreement, and for the purpose of setting forth the terms, conditions and method of effecting the Merger, the Merging Corporations and Surviving Corporation hereby agree as follows:

ARTICLE IThe Merger and Its Effects

Section 1.01. The Merger. Merging Corporations and Surviving Corporation shall be merged into a single corporation in accordance with the applicable provisions of the Act, by Merging Corporations merging with and into Surviving Corporation, which shall survive the Merger. Surviving Corporation shall continue to be an Indiana nonprofit corporation and the name of Surviving Corporation following the merger shall be changed to "500 Festival, Inc."

TRADEMARK

REEL: 004489 FRAME: 0052

Section 1.02. Effective Date. The effective date of the Merger (the "Effective Date") shall be the date of filing of the Articles of Merger with the Indiana Secretary of State.

Section 1.03. Effects of the Merger. At and as of the Effective Date of the Merger:

(a) The separate existence of Merging Corporations shall cease except to the extent provided by the laws of the State of Indiana in the case of a corporation after its merger with and into another corporation.

(b) Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public and private rights, privileges, immunities, powers and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of the Merging Corporations. All property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to the Merging Corporations shall be taken by and deemed to be transferred to and vested in Surviving Corporation without further act, deed or other instrument. The title to any real estate or any interest therein, vested by deed or otherwise in Merging Corporations, shall not revert or be in any way impaired by reason of the Merger.

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

(d) All corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, "Corporate Acts") of Merging Corporations, their Board of Directors, officers, employees and agents that were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the Corporate Acts of Surviving Corporation and shall be as effective and binding upon it on the Effective Date as they were upon Merging Corporations before the Effective Date.

(e) The employees of Surviving Corporation and Merging Corporations immediately prior to the Effective Date shall become and continue to be employees of Surviving Corporation, and such employees of Merging Corporations shall be treated by Surviving Corporation for all permissible purposes as if they had been employees of Surviving Corporation for the entirety of their employment.

Section 1.04. Accounting Matters. On the Effective Date:

(a) The respective assets of Merging Corporations shall be continued on the books of Surviving Corporation in the amounts at which such assets were carried on their respective books immediately before the Effective Date.

(b) The respective liabilities and reserves of Merging Corporations (except for retained earnings) shall be continued on the books of Surviving Corporation in the amounts at

which such liabilities and reserves were carried on their respective books immediately before the Effective Date.

(c) The retained earnings of Merging Corporations shall be continued on the books of Surviving Corporation as retained earnings in the amount at which it was carried on the books of Merging Corporations immediately before the Effective Date.

ARTICLE II

Directors and Officers

Section 2.01. Directors. The Board of Directors of Surviving Corporation shall be comprised of the directors of the Surviving Corporation. Each director shall serve until his or her successor shall have been elected and shall qualify, or until otherwise provided by law or the Articles of Incorporation or Bylaws of Surviving Corporation.

Section 2.02. Officers. The officers of Surviving Corporation shall be the officers of the Surviving Corporation as of the Effective Date. Each officer shall hold office until his or her successor shall have been elected and shall qualify, or until otherwise provided by law or the Articles of Incorporation or Bylaws of Surviving Corporation.

ARTICLE III

Membership

Section 3.01. Cancellation of Memberships. As of the Effective Date, the Surviving Corporation shall no longer have members.

ARTICLE IV

Further Assurances

Surviving Corporation and Merging Corporations agree that the Merger shall be effective as of the Effective Date and further agree and undertake to execute and deliver such further forms or documents as are necessary or advisable in order to consummate, finalize, memorialize and report the Merger, including forms for filing with the applicable governmental authorities.

ARTICLE V

Termination

At any time before the Effective Date, this Agreement may be terminated and abandoned by either the Merging Corporations or Surviving Corporation by appropriate resolution of its Board of Directors and members.

ARTICLE VI

Miscellaneous

Section 6.01. Expenses of Merger. The Surviving Corporation shall pay all expenses of accomplishing the Merger and otherwise effecting the transactions contemplated by this Agreement.

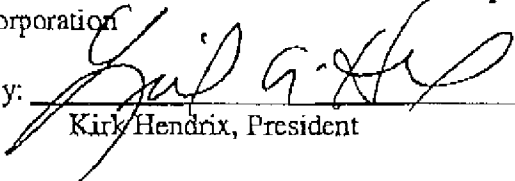
Section 6.02. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original.

Section 6.03. Captions. The captions and headings in this Agreement have been included for convenience of reference only, are not an integral part of this Agreement and shall not be considered in the interpretation of any part of this Agreement.

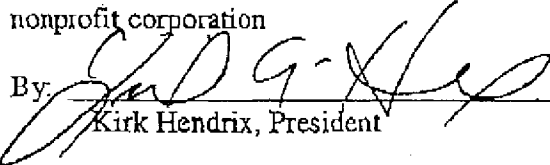
IN WITNESS WHEREOF, each of the Merging Corporations and Surviving Corporation has caused this Agreement to be executed by a duly authorized officer in its name and on its behalf as of the day and year first above written.

MERGING CORPORATIONS

INDY FESTIVALS, INC., an Indiana nonprofit corporation

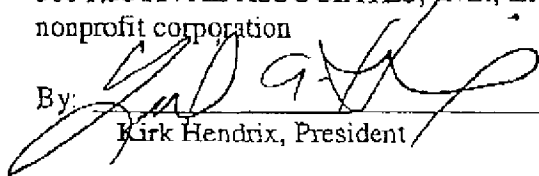
By: 
Kirk Hendrix, President

400 FESTIVAL ASSOCIATES, INC., an Indiana nonprofit corporation

By: 
Kirk Hendrix, President

SURVIVING CORPORATION

500 FESTIVAL ASSOCIATES, INC., an Indiana nonprofit corporation

By: 
Kirk Hendrix, President

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