

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/31/2010		
<b>CONVEYING PARTY DATA</b>			
	Name	Formerly	Execution Date
	Health Communications, Inc.		08/31/2010
			Entity Type
			CORPORATION: DISTRICT OF COLUMBIA
<b>RECEIVING PARTY DATA</b>			
Name:	Health Communications, Inc.		
Street Address:	1400 KEY BOULEVARD, SUITE 700		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	CORPORATION: VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
	Property Type	Number	Word Mark
	Registration Number:	3044412	TIPS
	Registration Number:	1551735	TIPS
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(703)218-2160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(703) 218-2138		
Email:	kevin.oliveira@ofplaw.com		
Correspondent Name:	Kevin Oliveira		
Address Line 1:	9302 Lee Highway, Suite 1100		
Address Line 2:	Odin, Feldman & Pittleman, PC		
Address Line 4:	Fairfax, VIRGINIA 22031		
ATTORNEY DOCKET NUMBER:	43558.00027		
NAME OF SUBMITTER:	Linda Bailey		

OP \$65.00 3044412

**900194607**

**TRADEMARK**  
**REEL: 004563 FRAME: 0692**

Signature:	/lindabailey/
Date:	06/16/2011
<b>Total Attachments: 8</b> source=EXECUTED Agreement and Plan of Merger#page1.tif source=EXECUTED Agreement and Plan of Merger#page2.tif source=EXECUTED Agreement and Plan of Merger#page3.tif source=EXECUTED Agreement and Plan of Merger#page4.tif source=EXECUTED Agreement and Plan of Merger#page5.tif source=EXECUTED Agreement and Plan of Merger#page6.tif source=EXECUTED Articles of Merger#page1.tif source=EXECUTED Articles of Amendment#page1.tif	

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**AGREEMENT AND PLAN OF MERGER**

**dated effective as of August 31, 2010**

**by and between**

**Health Communications, Inc., a District of Columbia corporation**

**and**

**Health Communications of Virginia, Inc., a Virginia corporation**

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## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this "**Merger Agreement**") is made effective this 31<sup>st</sup> day of August, 2010, by and between **HEALTH COMMUNICATIONS, INC.**, a District of Columbia corporation ("**HCI-DC**"), and **HEALTH COMMUNICATIONS OF VIRGINIA, INC.**, a Virginia corporation ("**HCI-VA**"). This Merger Agreement sometimes collectively refers to HCI-DC and HCI-VA as the "**Constituent Corporations**" and sometimes individually may refer to either one of them as a "**Constituent Corporation**."

### RECITALS

HCI-VA is a newly-formed Virginia corporation and has no assets or liabilities. HCI-DC was incorporated on September 1, 1983, and is an operating entity. The respective Boards of Directors of HCI-VA and HCI-DC deem it advisable and to the advantage of each of the Constituent Corporations that HCI-DC merge with and into HCI-VA upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a change of the state of incorporation of HCI-DC from the District of Columbia to Virginia. The Constituent Corporations will merge under Section 29-101.71 of the Code of the Laws of the District of Columbia ("**DC Code**"), and Sections 13.1-716 and 13.1-719 of the Virginia Stock Corporation Act, as amended ("**VSCA**"). HCI-VA will be the surviving entity of the Merger and will succeed to the assets and liabilities of HCI-DC and the holders of capital stock in HCI-DC will receive capital stock in HCI-VA as set forth in this Merger Agreement.

**NOW, THEREFORE**, in consideration of the Recitals and the terms set forth in this Merger Agreement, the Constituent Corporations agree as follows contemporaneously with the Merger:

### Section 1 — Mode of Effecting Merger

- 1.1 **Merger; Effective Time of Merger.** At the Effective Time (as defined below), HCI-DC will be merged with and into HCI-VA (the "**Merger**"), and HCI-VA will be the surviving corporation of the Merger (the "**Surviving Corporation**"). The Constituent Corporations agree that the Articles of Merger will be filed with the Virginia State Corporation Commission ("**SCC**") and the Articles of Merger will be filed with the District of Columbia Department of Consumer and Regulatory Affairs as soon as possible after the approval of this Merger Agreement by the Constituent Corporations' sole shareholder. The Constituent Corporations agree that the "**Effective Time**" of the Merger will be the date a Certificate of Merger is issued by the SCC.
- 1.2 **Conditions Precedent to Merger.** The Merger will become effective upon completion of the following:
  - A. Adoption of this Merger Agreement by HCI-VA's sole shareholder under the VSCA, and by HCI-DC's sole stockholder under the DC Code;

- B. Execution and filing of the Articles of Merger required by Section 13.1-720 of the VSCA with the SCC; and
- C. Execution and filing of the Certificate of Merger required by Section 29-101.71 of the DC Code with the District of Columbia Department of Consumer and Regulatory Affairs.

**1.3 Continuation of HCI-VA Shares; Cancellation of HCI-DC Shares.**

- A. Each certificate evidencing ownership of shares of HCI-VA common stock issued and outstanding immediately prior to the Effective Time will continue to evidence ownership of the same number of shares of the HCI-VA's common stock.
- B. Each certificate evidencing ownership of shares of HCI-DC immediately prior to the Effective Time, by virtue of the merger and without any action on the part of the holder of such stock ownership, will be canceled and retired and will cease to exist.

**1.4 Stock Certificates.** At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of HCI-DC Class A voting common stock and Class B non-voting common stock, \$.01 par value per share, will be deemed for all purposes to evidence ownership of and to represent the number of shares of HCI-VA Class A voting common stock and Class B non-voting common stock, \$.01 par value per share, into which such shares of HCI-DC common stock are converted as provided herein. The registered owner on the books and records of HCI-DC of any such outstanding stock certificate for HCI-DC common stock will, until such certificate will have been surrendered for transfer or otherwise accounted for to HCI-VA or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of HCI-VA common stock evidenced by such outstanding certificate as above provided.

**Section 2 — Articles of Incorporation and Bylaws**

At the Effective Time, the Articles of Incorporation of HCI-VA in effect immediately prior to the Effective Time will become the Articles of Incorporation of the Surviving Corporation except that the Articles of Incorporation will be amended as set forth in the Articles of Merger to change the name of the Surviving Corporation to Health Communications, Inc. At the Effective Time, the Bylaws of HCI-VA in effect immediately prior to the Effective Time will become the Bylaws of the Surviving Corporation.

**Section 3 — Board of Directors and Officers**

The directors and officers of HCI-VA before the Effective Time will remain the directors and officers (holding the same titles and positions) of the Surviving Corporation and after the Effective Time will serve in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

#### **Section 4 — Effect of the Merger**

At the Effective Time, the separate corporate existence of HCI-DC will cease; the corporate identity, existence, powers, rights and immunities of HCI-VA as the Surviving Corporation will continue unimpaired by the Merger; and HCI-VA will succeed to and will possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of HCI-DC, all without further act or deed.

#### **Section 5 — Designation of Agent for Service**

The Surviving Corporation agrees that it may be served with process in the District of Columbia in any proceeding for enforcement of any obligation of the Surviving Corporation arising from this Merger, including any suit or other proceeding to enforce the rights of any stockholders determined in appraisal proceedings, if applicable, pursuant to the provisions of Title 13.1-730 of the VSCA and Section 29.1-101.73 of the DC Code, and irrevocably appoints the Mayor of the District of Columbia as its agent to accept services of process in any such suit or proceeding. The Mayor of the District of Columbia shall mail any such process to the Surviving Corporation at 1400 Key Boulevard, Suite 700, Arlington, Virginia, 22209.

#### **Section 6 — Agreement as to Dissenting Shareholders**

Pursuant to DC Code Section 29-101.71, any dissenting shareholders of HCI-DC shall be paid promptly the amount, if any, to which such dissenting shareholder(s) may be entitled pursuant to the provisions of Title 29.

#### **Section 7 — Tax-Free Reorganization**

The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

#### **Section 8 — Abandonment**

At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of HCI-DC or HCI-VA, notwithstanding approval of this Merger Agreement by the Boards of Directors and sole shareholder of HCI-DC and HCI-VA.

#### **Section 9 — General Provisions**

- 9.1 **Entire Agreement.** This Merger Agreement constitutes the entire agreement between the Constituent Corporations and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the Constituent Corporations relating to the transactions contemplated in this Merger Agreement or its subject matter.

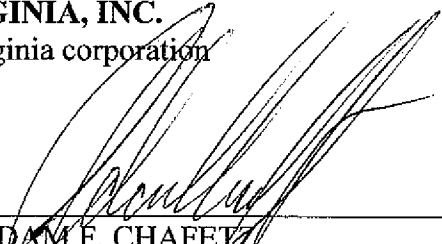
- 9.2 **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there will be executed and delivered on behalf of HCI-DC such deeds, assignments and other instruments, and there will be taken or caused to be taken by it all such further action as will be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of HCI-DC, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of HCI-DC, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.
- 9.3 **Successors and Assigns.** This Merger Agreement will inure to the benefit of and be binding upon each Constituent Corporation's successors and assigns.
- 9.4 **Amendment and Waiver.** No supplement, modification or amendment of, or waiver with respect to, this Merger Agreement will be binding unless executed in writing.
- 9.5 **Interpretation.** The meaning assigned to each term defined in this Merger Agreement will be applicable equally to both the singular and the plural forms of the term. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms. The headings in this Merger Agreement are only for reference and will not affect this Merger Agreement's interpretation. Underscored references to Sections and clauses refer to those portions of this Merger Agreement, and any underscored references to a clause, unless otherwise identified, refer to the appropriate clause within the same Section in which such reference occurs. The Constituent Corporations have participated jointly in the negotiation and drafting of this Merger Agreement. In the event an ambiguity or question of intent or interpretation arises, then this Merger Agreement will be construed as if drafted jointly by the Constituent Corporation, and no presumption or burden of proof will arise favoring or disfavoring any person by virtue of the authorship of any provisions of this Merger Agreement.
- 9.6 **Separability and Conflicts.** If one or more of the provisions of this Merger Agreement or any later application of them is declared invalid, illegal, or unenforceable in any respect, then the validity, legality, and enforceability of the remaining provisions and any later application of them will in no way be affected or impaired.
- 9.7 **Governing Law.** This Agreement will be governed by and construed under the internal laws of the Commonwealth of Virginia, without reference to the principles of conflicts of law or choice of laws, except to the extent that the laws of the District of Columbia would apply in matters relating to the internal affairs of HCI-DC and the Merger.
- 9.8 **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, by facsimile or otherwise, each of which will be deemed to be an original.

**IN WITNESS WHEREOF**, the Constituent Corporations have caused this Merger Agreement to be signed by their respective officers, who have been duly authorized, all as of the date first written above.

ATTEST:


**HEALTH COMMUNICATIONS OF VIRGINIA, INC.**  
a Virginia corporation

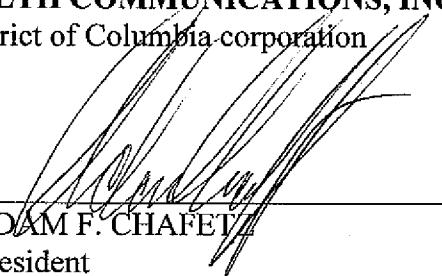
By:   
LYNDA CHAFETZ  
Secretary

By:   
ADAM F. CHAFETZ  
President

ATTEST:

**HEALTH COMMUNICATIONS, INC.**  
a District of Columbia corporation

By:   
LYNDA CHAFETZ  
Secretary

By:   
ADAM F. CHAFETZ  
President

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DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS  
District of Columbia Government

Corporations Division

Articles of Merger / Consolidation of Domestic and Foreign For-Profit Corporation  
Form DBU-11, Version 2, July 2010.

Pursuant to the provisions of the District of Columbia Business Corporation Act (D.C. Code Title 29, Chapter 1), the undersigned domestic and foreign corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations:

1. Name and jurisdiction of each corporation that is the part to merger.	
NAME OF CORPORATION	JURISDICTION
Health Communications, Inc.	District of Columbia
Health Communications of Virginia, Inc.	Virginia

2. The laws of the state of formation under which foreign corporation is organized permit such merger.

3. The name and the state of formation of the surviving corporation	
NAME OF CORPORATION	JURISDICTION
Health Communications of Virginia, Inc.	Virginia

4. The following Plan of Merger was approved by each of the undersigned corporation. (Attach Plan of Merger)

5. The Plan of Merger was approved by the undersigned foreign corporation in the manner prescribed by the laws of the State under which it is organized.

6. The surviving corporation will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they shall be entitled under the provisions of Business Corporation Act with respect to the rights of dissenting shareholders.

7. If the surviving corporation is to be governed by the laws of any State or country other than the District of Columbia, it agrees that it may be served with process in the District of Columbia in any proceeding for the enforcement of any obligation of any domestic corporation which is a party of such merger; and that a copy of such process may be mailed to the following address. Corporation irrevocably appoints the Superintendent of Corporations for the District of Columbia as its agent to accept service of process in any such proceeding.  
1400 Key Boulevard, Suite 700, Arlington, Virginia 22209

If you sign this form, you agree that you understand that anyone who makes a false statement anywhere on it can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405.

President/Vice-President	Date	Signature
Adam F. Chafetz, President / Health Communications, Inc.	8-24-10	
Adam F. Chafetz, President / Health Communications of Virginia, Inc.	8-24-10	

Mail all forms and required payment to:  
Department of Consumer and Regulatory Affairs  
Corporations Division  
PO Box 92300  
Washington, DC 20090  
Phone: (202) 442-4400

Please check [dcra.dc.gov](http://dcra.dc.gov) to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registrations."

ARTICLES OF AMENDMENT  
OF  
HEALTH COMMUNICATIONS OF VIRGINIA, INC.

ONE

The Corporation's name is Health Communications of Virginia, Inc.

TWO

Article 1. of the Corporation's Articles of Incorporation is deleted in its entirety and replaced with a new Article 1 as follows:

"1. **Name:** The corporation's name is Health Communications, Inc.  
("Corporation").

THREE

All other provisions of the corporation's Articles of Incorporation will remain in full force and effect.

FOUR

The foregoing amendment was adopted effective as of August 31, 2010.

FIVE

The amendment was adopted by unanimous consent of the shareholders.

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its duly authorized President.

Dated: August 24, 2010.

HEALTH COMMUNICATIONS  
OF VIRGINIA, INC.

By:  [SEAL]

ADAM F. CHAFETZ

President

SCC ID #: 0726938-4

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