

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alpha Omega Publications, Inc.		12/31/2009	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Glynlyon, Inc.
Street Address:	300 North McKemy Ave
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85226
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	3249512	AOPC
Registration Number:	3248484	THERE IS ALWAYS A SEAT IN THE VIRTUAL ACADEMY
Registration Number:	3276712	SWITCHED-ON SCHOOLHOUSE ONLINE
Registration Number:	3349487	SOS ONLINE
Registration Number:	3716754	THE GENESIS ACADEMY
Registration Number:	3604730	PRESCHOOL KIDZ
Registration Number:	3515416	JEREMIAH JONES: FACTQUEST
Registration Number:	3448472	
Registration Number:	3452765	SWITCHED-ON ONLINE
Registration Number:	3347873	AOP ALPHA OMEGA PUBLICATIONS
Registration Number:	3358717	AO ALPHA OMEGA PUBLICATIONS
Registration Number:	3334251	SWITCHED-ON SCHOOLHOUSE
Registration Number:	3334219	SWITCHED-ON

CH \$1490.00 3249512

Registration Number:	3246062	A BETTER WAY TO TEACH, A BETTER WAY TO LEARN
Registration Number:	3254644	DAILYFOCUS
Registration Number:	3315619	HOMESCHOOL VIEW
Registration Number:	2514753	KINGDOM UNDER THE SEA
Registration Number:	3197939	AOPCONNECTS
Registration Number:	3118910	POWERED BY SWITCHED-ON SCHOOLHOUSE
Registration Number:	3092076	BIBLE BASED FAMILY CENTERED
Registration Number:	3163248	ARC ACHIEVING READING COMPREHENSION
Registration Number:	3092046	SOS COMPUTER CONNECTION
Registration Number:	3115786	SOSNET
Registration Number:	3130370	M2 MOM2MOM
Registration Number:	3163100	LIFEPAC ESSENTIALS OF COMMUNICATION
Registration Number:	3007074	FOUNDATIONS FOR LIVING STUDIES IN THE CHRISTIAN WORLDVIEW
Registration Number:	3275694	SWITCHED-ON CLASSES
Registration Number:	3256784	SWITCHED-ON CLASSROOM
Registration Number:	2993725	L.I.F.E.P.A.C. DRAWING BASICS
Registration Number:	3130287	S.M.A.R.T. STUDENT MANAGEMENT ACCOUNTABILITY REPORTING & TRACKING
Registration Number:	3115615	MUSIC MACHINE
Registration Number:	3131543	PROFESSOR PINCH
Registration Number:	3140824	SHARKY
Registration Number:	2927242	CRUSTIN
Registration Number:	3018956	GRANDPA FINLEY
Registration Number:	2786192	CLASSES2YOU.COM
Registration Number:	2955350	SLUGGER
Registration Number:	2955349	MOM FINLEY
Registration Number:	2955348	DAD FINLEY
Registration Number:	2889858	SWITCHED-ON
Registration Number:	2955347	SPLASH
Registration Number:	2836088	KINGDOM UNDER THE SEA THE GIFT
Registration Number:	2836087	KINGDOM UNDER THE SEA
Registration Number:	2816489	THE AMAZING MIRACLES
Registration Number:	3033402	KINGDOM UNDER THE SEA THE RED TIDE
Registration Number:	2960207	CORAL

Registration Number:	2955343	DEWEY DECIMOLE
Registration Number:	2955342	DOC DICKORY
Registration Number:	2955341	RIKKI
Registration Number:	2955340	REVVVER
Registration Number:	2965559	THE AMAZING CHILDREN
Registration Number:	2864266	THE AMAZING BOOK
Registration Number:	2786020	AO ALPHA OMEGA ACADEMY
Registration Number:	2761489	THE WEAVER CURRICULUM
Registration Number:	2796638	CLASSES2YOU
Registration Number:	2326120	VOCABULOCITY
Registration Number:	2251203	LIFEPAC GOLD
Registration Number:	2249284	LIFEPAC
Registration Number:	2287005	SWITCHED-ON SCHOOLHOUSE ON

CORRESPONDENCE DATA

Fax Number: (816)753-1536
Phone: 816-753-4605
Email: uspt@polsinelli.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Kelley A Schnieders
Address Line 1: 700 W. 47th Street
Address Line 2: Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

NAME OF SUBMITTER:	Kelley A. Schnieders
Signature:	/Kelley A. Schnieders/
Date:	02/10/2012

Total Attachments: 22
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**GLYNLYON, INC.
ACTION BY
UNANIMOUS WRITTEN CONSENT
OF THE DIRECTORS**

Effective December [], 2009

Pursuant to the authority contained in Section 78.315(1) of the Nevada Revised Statutes and Sections 4.4 and 4.7 of the Amended and Restated Bylaws (the "Bylaws") of Glynlyon, Inc., a Nevada corporation (the "Company") the undersigned, constituting all of the members of the Board of Directors (the "Board") of the Company, do hereby consent to the following resolutions:

WHEREAS, the Board has reviewed that certain Agreement and Plan of Merger (the "Merger Agreement") among the Company, Alpha Omega Publications, Inc., an Arizona corporation and a wholly-owned subsidiary of the Company ("Alpha Omega"), and Odysseyware, Inc., a Nevada corporation and a wholly-owned subsidiary of the Company ("Odyssey");

WHEREAS, pursuant to the Merger Agreement, Alpha Omega and Odyssey shall merge with and into the Company and the corporate existence of Alpha Omega and Odyssey shall cease (the "Mergers");

WHEREAS, in accordance with the Nevada Revised Statutes and the Arizona Revised Statutes the Merger Agreement is not required to be submitted to the Company's shareholders for approval; and

WHEREAS, the Board deems it to be advisable and in the best interest of the Company to (i) approve the transactions contemplated in the Merger Agreement; (ii) authorize the execution and delivery the Merger Agreement; (iii) authorize the execution and delivery the agreements and documents contemplated in the Merger Agreement, in the form and substance provided for therein, necessary or appropriate to consummate the Mergers (such agreements and documents, together with the Merger Agreement, the "Transaction Documents"); and (iv) consummate the Mergers and the transactions contemplated by the Transaction Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Mergers, and the form, terms and provisions of the Transaction Documents and the Company's execution, delivery and performance of its obligations under the Transaction Documents and the transactions contemplated thereby, be, and hereby are, in all respects, authorized and approved; and

FURTHER RESOLVED, that the officers of the Company (the "Authorized Officers"), be, and each hereby is, authorized and empowered to execute and deliver on behalf of the Company the Transaction Documents, together with such other instruments, certificates, consents and documents as may be reasonably requested by the parties thereto, and such officer's certificates and compliance certificates as may be required under the Transaction Documents in

the name and on behalf of the Company under its corporate seal or otherwise, with such changes therein as shall be approved by the authorized officer executing same; and

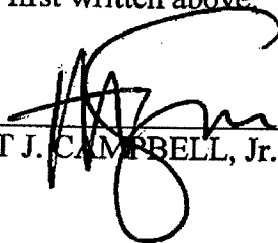
FURTHER RESOLVED, that the Merger Agreement is attached as Exhibit A and is incorporated in its entirety herein by reference; and

FURTHER RESOLVED, that the Board and the Authorized Officers be, and each hereby is, authorized and empowered to take all such further actions including, without limitation, to execute and deliver any amendments, changes or revisions to the Transaction Documents which shall in their sole discretion be necessary, proper and advisable in order to effectuate the transactions contemplated by the Transaction Documents or to arrange for and enter into any supplemental agreements, instruments, certificates or documents relating to the transactions contemplated by any of the Transaction Documents and to execute and deliver all supplemental agreements, instruments, certificates or documents in the name and on behalf of the Company under its corporate seal or otherwise, which shall in their sole judgment be necessary, proper and advisable in order to perform the Company's obligations under or in connection with any of the Transaction Documents and the transaction contemplated therein, and to carry out fully the intent of the foregoing resolution; and

FURTHER RESOLVED, that all actions heretofore taken by any officer or director of the Company in connection with any matter referred to or contemplated in any of the foregoing resolutions be, and hereby are, approved, ratified and confirmed in all respects.

{Signature Page Follows}

IN WITNESS WHEREOF, the undersigned, being the Directors of Glynlyon, Inc., have executed this Written Consent effective as of the date first written above.



ROBERT J. CAMPBELL, Jr.

WILLIAM P. LANPHEAR, IV

BETH TE GROTENHUIS

IN WITNESS WHEREOF, the undersigned, being the Directors of Glynlyon, Inc., have executed this Written Consent effective as of the date first written above.

ROBERT J. CAMPBELL, Jr.

WILLIAM P. LANPHEAR, IV


BETH TE GROTENHUIS

Exhibit A to Resolutions of the Board of Directors

Merger Agreement

[Attached]

AGREEMENT AND PLAN OF MERGER

By and Among

ALPHA OMEGA PUBLICATIONS, INC.
an Arizona corporation

ODYSSEYWARE, INC.
a Nevada corporation

AND

GLYNLYON, INC.
a Nevada corporation

Dated as of
December __, 2009

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December [], is made by and among ALPHA OMEGA PUBLICATIONS, INC., an Arizona corporation ("AOP"), ODYSSEYWARE, INC., a Nevada corporation ("Odyssey") and GLYNLYON, INC. a Nevada corporation ("Company"). AOP, Odyssey and the Company are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, this Agreement contemplates a transaction in which AOP and Odyssey will merge with and into the Company through a statutory merger (the "Transaction");

WHEREAS, all annexes, disclosure schedules, exhibits and other attachments hereto are incorporated herein by reference and, taken together with this Agreement, including the foregoing Recitals, shall constitute but a single agreement; and

WHEREAS, the parties wish to set forth certain other agreements among them.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 **Certain Definitions.** As used in this Agreement, the following terms shall have the following meanings:

(a) "AOP Common Stock" means the shares of common stock, par value of \$0.01 per share, of AOP. The Company owns 100 percent of the AOP Common Stock.

(b) "AOP Preferred Stock" means the authorized shares of preferred stock of AOP. None of the AOP Preferred Stock has been issued.

(c) "Arizona Revised Statutes" means the Arizona Revised Statutes, as amended.

(d) "Authority" means any Federal, state, local or foreign government department, regulatory agency, authority, commission, board, tribunal or court or other law, rule or regulation-making entity having jurisdiction over the Company.

(e) "Code" means the United States Internal Revenue Code of 1986, as amended.

(f) "Federal" means any United States or non-United States federal jurisdiction.

(g) "Nevada Revised Statutes" means the Nevada Revised Statutes, as amended.

(h) "Odyssey Common Stock" means the shares of common stock, with no par value, of Odyssey. The Company owns 100 percent of the Odyssey Common Stock.

(i) "Person" means an individual, a corporation, a partnership, an association, a trust or other entity or organization, including an Authority.

1.2 **Index of Other Definitions.** The following terms are defined in this Agreement in the Sections indicated below:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
AOP Merger	2.1(a)
AOP Arizona Articles of Merger	2.1(d)
AOP Nevada Articles of Merger	2.1(d)
Closing	2.1(c)
Closing Date	2.1(c)
Company	Preamble
Effective Time	2.1(e)(i)
Mergers	2.1(b)
Merger Filings	2.1(d)(i)
Odyssey Merger	2.1(b)
Odyssey Articles of Merger	2.1(d)
Parties	Preamble
Transaction	Recitals

1.3 **Usage.**

(a) **Interpretation.** In this Agreement, unless a clear contrary intention appears:

- (i) the singular number includes the plural number and vice versa;
- (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (iii) reference to any gender includes each other gender;
- (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(v) reference to any legal requirement means such legal requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any legal requirement means that provision of such legal requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(viii) "or" is used in the inclusive sense of "and/or";

(ix) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(x) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) **Legal Representation of the Parties.** This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

ARTICLE II

THE TRANSACTION

2.1 The Transaction.

(a) **AOP Merger.** On and subject to the terms and conditions of this Agreement, AOP will merge with and into the Company (the "**AOP Merger**") at the Effective Time of the AOP Merger.

(b) **Odyssey Merger.** On and subject to the terms and conditions of this Agreement, Odyssey will merge with and into the Company (the "**Odyssey Merger**") at the Effective Time of the Odyssey Merger. Together, the AOP Merger and the Odyssey Merger will be referred to as the "**Mergers**". For the avoidance of all doubt, the Company shall be the corporation surviving the Mergers.

(c) **Closing: Time and Place.** The closing of the Transaction (the "**Closing**") shall take place at the Effective Time on the Closing Date, as such terms are defined in **Section 2.1(e)(i)** below, and the Parties shall have delivered all executed agreements, documents, instruments, certificates and any other items necessary to effectuate the Transaction pursuant to this Agreement, to Squire, Sanders & Dempsey L.L.P., Two Renaissance Square, Suite 2700, 40

North Central Avenue, Phoenix, Arizona 85004, by 10:00 a.m., local time, on the Closing Date, or on such earlier date or at such other time and place as the Parties shall mutually agree, subject in all respects to the provisions hereof, including the satisfaction (or waiver, as applicable) of each of the conditions to Closing set forth in Sections 6.1 and 6.2 hereof, which will be needed to effectuate the Closing.

(d) Actions of Closing.

(i) At the Closing, (A) AOP and Odyssey will deliver to the Company the various certificates, instruments, and documents referred to in Section 6.1 below, (B) the Company will deliver to AOP and Odyssey the various certificates, instruments, and documents referred to in Section 6.2 below, (C) the Company and AOP will file (i) with the Secretary of State of the State of Nevada, Articles of Merger in such standard form as reasonably agreed by the Company and AOP (the "AOP Nevada Articles of Merger") and (ii) with the Arizona Corporation Commission the Articles of Merger in such standard form as reasonably agreed by the Company and AOP (the "AOP Arizona Articles of Merger") and (D) the Company and Odyssey will file with the Secretary of State of the State of Nevada the Articles of Merger in such standard form as reasonably agreed by the Company and Odyssey (the "Odyssey Articles of Merger"). Collectively, the AOP Nevada Articles of Merger, the AOP Arizona Articles of Merger and the Odyssey Articles of Merger will be referred to as the "Merger Filings".

(ii) Other Deliveries. Such other closing certificates, opinions of counsel and other documents required to be delivered pursuant to this Agreement with respect to the Closing will be exchanged.

(e) Effect of Mergers.

(i) General. The Mergers shall become effective at the designated time (the "Effective Time") as of the particular date (the "Closing Date") AOP, Odyssey and the Company designate within the Merger Filings with the Arizona Corporation Commission and the Secretary of State of the State of Nevada, as applicable for each Merger. The Mergers shall have the effect as set forth in the Arizona Revised Statutes and the Nevada Revised Statutes. The Company may, at any time after the Effective Time of the Mergers, take any action (including executing and delivering any document) in the name and on behalf of either AOP or Odyssey in order to carry out and effectuate the transactions contemplated by this Agreement.

(ii) Articles of Incorporation and Bylaws. The articles of incorporation and the bylaws of the Company remain in full force and effect without amendment at and as of the Effective Time.

(iii) AOP Merger - Cancellation of AOP Common Stock. At and as of the Effective Time of the AOP Merger, each share of AOP Common Stock that is held by the Company immediately prior to the Effective Time shall, without any action on the part of the Company, be automatically canceled and retired and shall cease to exist, and no consideration shall be paid or delivered in exchange therefore. For the avoidance of all doubt, no share of AOP Common Stock or AOP Preferred Stock shall be deemed to be outstanding or to have any rights as of the Effective Time of the AOP Merger.

(iv) Odyssey Merger - Cancellation of Odyssey Common Stock. At and as of the Effective Time of the Odyssey Merger, each share of Odyssey Common Stock that is held by the Company immediately prior to the Effective Time shall, without any action on the part of the Company, be automatically canceled and retired and shall cease to exist, and no consideration shall be paid or delivered in exchange therefore. For the avoidance of all doubt, no share of Odyssey Common Stock shall be deemed to be outstanding or to have any rights as of the Effective Time of the Odyssey Merger.

2.2 Taking of Necessary Action; Further Action. The Company, on the one hand, and AOP and Odyssey, on the other hand, shall use all reasonable efforts to take all such action (including, without limitation, action to cause the satisfaction of the conditions of the other to effect the Mergers) as may be necessary or appropriate in order to effectuate the Mergers as promptly as possible. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Company with full possession of all the rights, privileges, immunities and franchises of AOP and Odyssey, the officers and directors of the Company are fully authorized in the name of AOP, Odyssey or otherwise to take, and shall take, all such action.

2.3 Tax Consequences. For federal income tax purposes, the AOP Merger and the Odyssey Merger are intended to constitute complete liquidations of subsidiaries by the Company pursuant to Sections 332 and 337 of the Code and the Parties agree to report the AOP Merger and the Odyssey Merger and all related transactions consistently with the applicable Sections of the Code and the United States Treasury Regulations promulgated thereunder.

ARTICLE III

TERMINATION

3.1 When Agreement May Be Terminated. This Agreement may be terminated at any time prior to the Closing by the Company in the sole discretion of the Company's Board of Directors.

3.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 3.1 above, this Agreement shall forthwith terminate, and there shall be no liability on the part of the Company, or on the part of AOP or Odyssey.

ARTICLE IV

MISCELLANEOUS

4.1 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

4.2 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the conflict of

laws principles thereof. The parties further agree that the venue of any legal proceedings arising out of the transactions contemplated by this Agreement shall be in the State of Arizona.

4.3 **Entire Agreement.** This Agreement, together with the exhibits and schedules attached hereto and any agreements entered into contemporaneously herewith, constitutes the entire understanding of the parties, supersedes any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof, and is not intended to confer upon any Person other than the parties hereto any benefit, right or remedy.

4.4 **Further Assurances.** Each party shall cooperate and take such action as may be reasonably requested by another party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby.

4.5 **Amendment and Waiver.** The parties may, by mutual agreement, amend this Agreement in any respect, and any party, as to such party, may: (a) extend the time for the performance of any of the obligations of any other party; (b) waive compliance by any other party with any of the agreements contained herein and performance of any obligations by any other party; or (c) waive the fulfillment of any condition that is precedent to the performance by such party of any of its obligations under this Agreement. To be effective, any such amendment or waiver must be in writing and be signed by the party against whom enforcement of the same is sought.

4.6 **Counterparts.** This Agreement may be executed in two or more counterparts, whether by facsimile or otherwise, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

4.7 **Headings.** The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.


4.8 **Currency.** Unless expressly set forth to the contrary, all references to currency contained in this Agreement are to United States Dollars.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AOP:

ALPHA OMEGA PUBLICATIONS, INC.
an Arizona corporation

By: 
Name: _____
Title: _____

ODYSSEY:

ODYSSEYWARE, INC.
a Nevada corporation

By: _____
Name: _____
Title: _____

COMPANY:

GLYNLYON, INC.,
a Nevada corporation

By: _____
Name: Robert J. Campbell Jr.
Title: President

*[Signature Page of AOP,
Odyssey and the Company]*

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first above written.

AOP:

ALPHA OMEGA PUBLICATIONS, INC.
an Arizona corporation

By: _____
Name: _____
Title: _____

ODYSSEY:

ODYSSEYWARE, INC.
a Nevada corporation

By: *[Signature]*
Name: *[Name]*
Title: *[Title]*

COMPANY:

CEYNLYON, INC.
a Nevada corporation

By: _____
Name: Robert J. Campbell Jr.
Title: President

[Signature]
[Name]
[Title]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AOP:

ALPHA OMEGA PUBLICATIONS, INC.
an Arizona corporation

By: _____
Name: _____
Title: _____

ODYSSEY:

ODYSSEYWARE, INC.
a Nevada corporation

By: _____
Name: _____
Title: _____

COMPANY:

GLYNLYON, INC.,
a Nevada corporation

By: _____
Name: Robert J. Campbell Jr.
Title: President

*[Signature Page of AOP,
Odyssey and the Company]*

ARTICLES OF MERGER

OF

**ALPHA OMEGA PUBLICATIONS, INC.,
an Arizona corporation**

WITH AND INTO

**GLYNLYON, INC.,
a Nevada corporation**

These Articles of Merger are delivered to the Arizona Corporation Commission for filing pursuant to Section 10-1105 of the Arizona Revised Statutes by the undersigned corporations.

FIRST: The names, addresses and states of incorporation of the merging corporations are as follows:

<u>Name and Address</u>	<u>State of Incorporation</u>
Alpha Omega Publications, Inc. 300 N. McKemy Avenue Chandler, AZ 85226	Arizona
Glynlyon, Inc. 300 N. McKemy Avenue Chandler, AZ 85226	Nevada

SECOND: Glynlyon, Inc., a Nevada corporation ("Glynlyon"), shall be the surviving corporation (the "Surviving Corporation") and its address is 300 N. McKemy Avenue, Chandler, AZ 85226.

THIRD: Approval of the Agreement and Plan of Merger attached hereto as Exhibit "A" by the shareholders of the undersigned corporations was not required pursuant to applicable Arizona Revised Statutes and Nevada Revised Statutes.

FOURTH: The name and address of the statutory agent of the Surviving Corporation is Robert J. Campbell, Jr., 300 North McKemy Avenue, Chandler, Arizona 85226.

FIFTH: The Articles of Incorporation of Glynlyon shall be the Articles of Incorporation of the Surviving Corporation.


SIXTH: These Articles of Merger shall become effective on December 31, 2009, at 11:59 P.M.

SEVENTH: These Articles of Merger may be executed in two counterparts, both of which shall be deemed an original and both of which shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the duly authorized, undersigned officers executed these Articles of Merger on behalf of their respective corporations on this ____ day of _____, 20__.

ALPHA OMEGA PUBLICATIONS, INC.,
an Arizona corporation

By: 
Name: Beth Te Grotenhuis
Its: President

GLYNLYON, INC.,
a Nevada corporation

By: _____
Name: Robert J. Campbell, Jr.
Its: President


EXHIBIT A
AGREEMENT AND PLAN OF MERGER

See attached.

SCHEDULE A

Mark

Any and all registered and unregistered trademarks and service marks of Assignors relating to the following:

Mark	Country	Application / Registration No.
AOPC	USA	3,249,512
THERE IS ALWAYS A SEAT IN THE VIRTUAL ACADEMY	USA	3,248,484
SWITCHED-ON SCHOOLHOUSE ONLINE	USA	3,276,712
SOS ONLINE	USA	3,349,487
THE GENESIS ACADEMY	USA	3,716,754
PRESCHOOL KIDZ	USA	3,604,730
JEREMIAH JONES: FACTQUEST	USA	3,515,416
	USA	3,448,472
SWITCHED-ON ONLINE	USA	3,452,765
AOP ALPHA OMEGA PUBLICATIONS	USA	3,347,873
AO ALPHA OMEGA PUBLICATIONS	USA	3,358,717
SWITCHED-ON SCHOOLHOUSE	USA	3,334,251
SWITCHED-ON	USA	3,334,219
A BETTER WAY TO TEACH, A BETTER WAY TO LEARN	USA	3,246,062
DAILYFOCUS	USA	3,254,644
HOMESHCOOL VIEW	USA	3,315,619
KINGDOM UNDER THE SEA	USA	2,514,753
AOPCONNECTS	USA	3,197,939
POWERED BY SWITCHED-ON SCHOOLHOUSE	USA	3,118,910
BIBLE BASED FAMILY CENTERED	USA	3,092,076
ARC ACHIEVING READING COMPREHENSION	USA	3,163,248
SOS COMPUTER CONNECTION	USA	3,092,046
SOSNET	USA	3,115,786
M2 MOM2MOM	USA	3,130,370
LIFEPAC ESSENTIALS OF COMMUNICATION	USA	3,163,100
FOUNDATIONS FOR LIVING STUDIES IN THE CHRISTIAN WORLDVIEW	USA	3,007,074
SWITCHED-ON CLASSES	USA	3,275,694
SWITCHED-ON CLASSROOM	USA	3,256,784
L.I.F.E.P.A.C. DRAWING BASICS	USA	2,993,725
S.M.A.R.T. STUDENT MANAGEMENT ACCOUNTABILITY REPORT & TRACKING	USA	3,130,287

MUSIC MACHINE	USA	3,115,615
PROFESSOR PINCH	USA	3,131,543
SHARKY	USA	3,140,824
CRUSTIN	USA	2,927,242
GRANDPA FINLEY	USA	3,018,956
CLASSES2YOU.COM	USA	2,786,192
SLUGGER	USA	2,955,350
MOM FINLEY	USA	2,955,349
DAD FINLEY	USA	2,955,348
SWITCHED-ON	USA	2,889,858
SPLASH	USA	2,955,347
KINGDOM UNDER THE SEA THE GIFT	USA	2,836,088
KINGDOM UNDER THE SEA	USA	2,836,087
THE AMAZING MIRACLES	USA	2,816,489
KINGDOM UNDER THE SEA THE RED TIDE	USA	3,033,402
CORAL	USA	2,960,207
DEWEY DECIMOLE	USA	2,955,343
DOC DICKERY	USA	2,955,342
RIKKI	USA	2,955,341
REVVER	USA	2,955,340
THE AMAZING CHILDREN	USA	2,965,559
THE AMAZING BOOK	USA	2,864,266
AO ALPHA OMEGA ACADEMY	USA	2,786,020
THE WEAVER CURRICULUM	USA	2,761,489
CLASSES2YOU	USA	2,796,638
VOCABULOCITY	USA	2,326,120
LIFEPAC GOLD	USA	2,251,203
LIFEPAC	USA	2,249,284
SWITCHED-ON SCHOOLHOUSE ON	USA	2,287,005
ODYSSEYWARE	USA	2,975,577
DISCOVERYUNIT	USA	2,766,847
WE'RE IN YOUR CORNER	USA	3,351,483
TOGETHER, WE EDUCATE	USA	3,287,486