

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2014		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Press Association, Inc.		01/01/2014
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	The Associated Press USA LLC		
Street Address:	450 West 33rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1391149	NEWSFINDER
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	028581-000072		
NAME OF SUBMITTER:	William L Bartow		

Signature:	/WLB/
Date:	01/06/2014
Total Attachments: 4 source=Merger Agreement (The Associated Press USA LLC and Press Association, Inc.)#page1.tif source=Merger Agreement (The Associated Press USA LLC and Press Association, Inc.)#page2.tif source=Merger Agreement (The Associated Press USA LLC and Press Association, Inc.)#page3.tif source=Merger Agreement (The Associated Press USA LLC and Press Association, Inc.)#page4.tif	

**AGREEMENT AND PLAN OF MERGER**

**OF**

**PRESS ASSOCIATION, INC.,  
(a New York corporation)**

**WITH AND INTO**

**THE ASSOCIATED PRESS USA LLC,  
(a Delaware limited liability company)**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of January 1, 2014, by and between The Associated Press USA LLC, a Delaware limited liability company (the "Acquiror"), and Press Association, Inc., a New York corporation (the "Company").

WHEREAS, the sole member of the Acquiror, the board of directors of the Company and the sole shareholder of the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such limited liability company and its members and such corporation and its shareholders, as applicable; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Delaware Limited Liability Company Act, the New York Business Corporation Law, and the New York Limited Liability Company Law, as applicable, will merge with and into the Acquiror, with the Acquiror as the surviving company (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Names. The name of each constituent company is The Associated Press USA LLC, a Delaware limited liability company, and Press Association, Inc., a New York corporation.
2. Outstanding Securities. The designation, number and entitlement to vote of each outstanding class and series of shares for each of the constituent companies is as follows:

Press Association, Inc.

Designation and number of each outstanding class and series of shares	Class and series of shares entitled to vote	Classes and series of shares entitled to vote as a class
4,000 shares	shares	shares

The Associated Press USA LLC

Designation and number of each outstanding class and series of membership interests	Class and series of membership interests entitled to vote	Classes and series of membership interests entitled to vote as a class
N/A	N/A	N/A

3. Merger. At the Effective Time (as defined below), and in accordance with the Delaware Limited Liability Company Act, the New York Business Corporation Law, and the New York Limited Liability Company Law, as applicable, the Company shall be merged with and into the Acquiror. Following the Effective Time, the separate existence of the Company shall cease, and the Acquiror shall continue as the surviving company (the “Surviving Company”) pursuant to the provisions of the Delaware Limited Liability Company Act.

4. Effective Time. On the date hereof, the parties shall duly prepare, execute and file (x) a certificate of merger (the “DE Certificate of Merger”) complying with Section 18-209 of the Delaware Limited Liability Company Act with the Secretary of State of the State of Delaware, and (y) a certificate of merger (the “NY Certificate of Merger”, and together with the DE Certificate of Merger, the “Certificates of Merger”) complying with Section 1003 of the New York Limited Liability Company Law with the Department of State of New York, in each case, with respect to the Merger. The Merger shall become effective upon the filing of the Certificates of Merger, which shall occur simultaneously (the “Effective Time”).

5. Effect on Outstanding Securities. At the Effective Time, each issued share of the Company shall be cancelled, and no consideration of any kind shall be given therefor. The outstanding membership interests in the Acquiror immediately preceding the Effective Time shall not be converted or exchanged in any manner, but each issued and outstanding membership interest in the Acquiror immediately preceding the Effective Time shall continue to represent one issued and outstanding unit of membership interest of the Surviving Company at the Effective Time.

6. Certificate of Formation. The Certificate of Formation of the Acquiror as in force and effect immediately preceding the Effective Time shall be the Certificate of Formation of the Surviving Company as in force and effect immediately prior to the Effective Time. The Certificate of Formation of the Surviving Company shall continue in full force and effect until amended in the manner prescribed by the Delaware Limited Liability Company Act.

7. Limited Liability Company Agreement. The Limited Liability Company Agreement of the Acquiror immediately prior to the Effective Time shall be the Limited Liability Company Agreement of the Surviving Company as in force and effect at the Effective Time. The Limited Liability Company Agreement of the Surviving Company shall continue in full force and effect until amended in the manner prescribed by such agreement or the Delaware Limited Liability Company Act.

8. Officers. The officers of the Acquiror immediately prior to the Effective Time shall be the officers of the Surviving Company at the Effective Time, all of whom shall hold their offices until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Certificate of Formation of the Surviving Company, the Limited Liability Company Agreement of the Surviving Company or as otherwise provided by the Delaware Limited Liability Company Act.

9. Covenants. The Acquiror and the Company shall promptly (i) execute the NY Certificate of Merger, in a form satisfying the requirements of the New York Business Corporation Law and the New York Limited Liability Company Law, as applicable, to be filed with Department of State of New York, and (ii) execute the DE Certificate of Merger, in a form satisfying the requirements of the Delaware Limited Liability Company Act and cause such certificate to be filed with the Secretary of State of the State of Delaware.

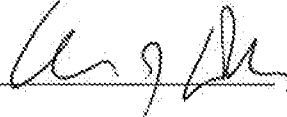
10. Further Assurances. (i) The board of directors, the sole shareholder and the proper officers of the Company, and (ii) the sole member and the proper officers of the Acquiror shall execute, acknowledge, deliver and perform any and all other agreements, instruments certificates or other documents, pay such fees and taxes, give such notices, make such filings, obtain such governmental and third-party consents, and take such actions in the name and on behalf of the Company and the Acquiror as such persons may deem necessary or advisable to effectuate any of the provisions of this Agreement or of the Merger.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

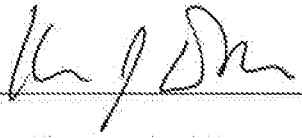
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

THE ASSOCIATED PRESS USA LLC

By 

Name: Kenneth J. Dale  
Title: President

PRESS ASSOCIATION, INC.

By 

Name: Kenneth J. Dale  
Title: Vice President

[Signature Page to Agreement and Plan of Merger]