

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/26/2009		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Taylor Associates/Communications, Inc.		06/26/2009
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Taylor Associates/Communications, Inc.		
Street Address:	110 West Canal St. Ste. 301		
City:	Winooski		
State/Country:	VERMONT		
Postal Code:	05402-0190		
Entity Type:	CORPORATION: VERMONT		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3381688	VISAGRAPH
	Registration Number:	2832093	READING PLUS
CORRESPONDENCE DATA			
Fax Number:	8028627512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	802-863-2375		
Email:	tmip@drm.com		
Correspondent Name:	Peter Kunin		
Address Line 1:	Downs Rachlin Martin PLLC		
Address Line 2:	199 Main Street, P.O. Box 190		
Address Line 4:	Burlington, VERMONT 05402-0190		
ATTORNEY DOCKET NUMBER:	09990-001UST0		

OP \$65.00 3381688

NAME OF SUBMITTER:	Peter Kunin
Signature:	/peter kunin/
Date:	02/06/2014
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STATE OF VERMONT  
OFFICE OF SECRETARY OF STATE

Certificate of Merger

I, Deborah L. Markowitz, Vermont Secretary of State, do hereby certify that

**TAYLOR ASSOCIATES/COMMUNICATIONS, INC.**

a New York domestic corporation

merged into

**TAYLOR ASSOCIATES/COMMUNICATIONS, INC.**

a Vermont domestic corporation

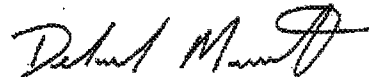
effective in this office on July 1, 2009.

The name of the surviving corporation is

**TAYLOR ASSOCIATES/COMMUNICATIONS, INC.**

June 26, 2009

Given under my hand and the seal  
of the State of Vermont, at  
Montpelier, the State Capital



Deborah Markowitz  
Secretary of State



TRADEMARK

REEL: 005209 FRAME: 0923

**ARTICLES OF MERGER**

**MERGING**

**TAYLOR ASSOCIATES/COMMUNICATIONS, INC.**  
a New York corporation

**WITH AND INTO**

**TAYLOR ASSOCIATES/COMMUNICATIONS, INC.**  
a Vermont corporation

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Pursuant to the provisions of Section 11.05 of Chapter 11, Title 11A of the Vermont Business Corporation Act, as amended (the "Act"), each of the undersigned corporations hereby adopts the following Articles of Merger for the purpose of merging Taylor Associates/Communications, Inc., a New York corporation ("Taylor NY"), with and into Taylor Associates/Communications, Inc., a Vermont corporation ("Taylor VT"), with Taylor VT as the surviving entity.

**ARTICLE I**

**PLAN OF MERGER**

The Agreement and Plan of Merger dated effective as of July 1, 2009 (the "Merger Agreement"), by and between Taylor NY and Taylor VT was approved and adopted in the manner prescribed by applicable law by the shareholders of each of the constituent corporations. The Merger Agreement is attached hereto as Exhibit A and is incorporated herein by reference.

**ARTICLE II**

**APPROVAL OF PLAN OF MERGER**

The number of shares outstanding, as of the record date for voting upon the Merger Agreement, of each constituent corporation was as follows:

<u>Corporation</u>	<u>Shares Outstanding</u>
Taylor NY	200 shares of Common Stock
Taylor VT	2 shares of Common Stock

Only shares of Common Stock of Taylor NY are entitled to vote on the Merger Agreement. Only shares of Common Stock of Taylor VT are entitled to vote on the Merger Agreement.

The number of shares of each constituent corporation voted for and against the Agreement and Plan of Merger is as follows:

<u>Corporation</u>	<u>Shares Voted For</u>	<u>Shares Voted Against</u>
Taylor NY	200	0
Taylor VT	2	0

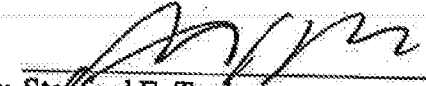
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**ARTICLE III**

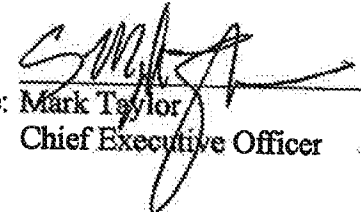
**EFFECTIVE DATE**

These Articles of Merger shall be effective as July 1, 2009.

Taylor Associates/Communications, Inc.,  
 a New York corporation

By:   
 Name: Stanford E. Taylor  
 Title: President

Taylor Associates/Communications, Inc.,  
 a Vermont corporation

By:   
 Name: Mark Taylor  
 Title: Chief Executive Officer

**EXHIBIT A**

**Agreement and Plan of Merger**

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**AGREEMENT AND PLAN OF MERGER**

**OF**

**TAYLOR ASSOCIATES/COMMUNICATIONS, INC.**  
a New York corporation

**WITH AND INTO**

**TAYLOR ASSOCIATES/COMMUNICATIONS, INC.**  
a Vermont corporation

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into effective as of the 1st day of July, 2009, by and between Taylor Associates/Communications, Inc., a New York corporation (the "Nonsurviving Corporation"), and Taylor Associates/Communications, Inc., a Vermont corporation (the "Surviving Corporation"); the Nonsurviving Corporation and the Surviving Corporation are hereinafter sometimes collectively referred to as the "Constituent Corporations."

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WITNESSETH

WHEREAS, the Nonsurviving Corporation is a corporation organized and existing under the laws of the State of New York;

WHEREAS, the authorized capital stock of the Nonsurviving Corporation consists of Two Hundred (200) shares of Common Stock, with \$0.00 par value, of which Two Hundred (200) shares of Common Stock are outstanding;

WHEREAS, the Surviving Corporation is a corporation organized and existing under the laws of the State of Vermont;

WHEREAS, the authorized capital stock of the Surviving Corporation consists of Two Hundred (200) shares of Common Stock, with \$0.00 par value, of which Two (2) shares of Common Stock is outstanding;

WHEREAS, the Boards of Directors of the Nonsurviving Corporation and the Surviving Corporation have determined that it is advisable and in the best interests of said corporations and their respective shareholders that the Nonsurviving Corporation be merged into the Surviving Corporation (the "Merger") under and pursuant to the respective provisions of the New York Business Corporation Law and the Vermont Business Corporation Act, all upon the terms and conditions set forth in this Agreement, and upon such Merger the Nonsurviving Corporation shall be merged with and into the Surviving Corporation and upon the Effective Date (as defined below), each share of Common Stock of the Nonsurviving Corporation outstanding immediately prior to the Merger, and all rights in respect thereof, shall forthwith be converted into and exchanged for an equal number of shares of Common Stock of the Surviving Corporation, all for the purpose of carrying out a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended; and

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WHEREAS, the Common Stock of the Surviving Corporation and the Common Stock of the Nonsurviving Corporation are the only capital stock of the Constituent Corporations entitled to vote upon the approval of this Agreement, each share being entitled to one vote, and the affirmative votes of a majority of the outstanding shares of Common Stock of the Surviving Corporation and the Nonsurviving Corporation are required for such adoption.

NOW THEREFORE, in consideration of the premises and mutual agreements and provisions herein contained, the Constituent Corporations, in accordance with the Vermont Business Corporation Act and the New York Business Corporation Law, do hereby agree that the Nonsurviving Corporation shall be, on the Effective Date of this Agreement (as defined in Section 1.3 hereof), merged into the Surviving Corporation which shall be the surviving corporation, and that the terms and conditions of the Merger, shall be as follows:

## ARTICLE I

### Merger

1.1. Merger. On the Effective Date (as hereinafter defined), the Nonsurviving Corporation shall be merged into the Surviving Corporation, and the Surviving Corporation shall merge the Nonsurviving Corporation into itself. The Surviving Corporation shall be the corporation surviving the Merger and shall continue for all purposes after the Merger.

1.2. Articles and Certificate of Approval of Merger. Upon the approval of this Agreement by the affirmative vote of the holders of the outstanding shares of Common Stock of the Surviving Corporation and of the holders of the outstanding shares of Common Stock of the Nonsurviving Corporation, Articles of Merger shall be executed on behalf of the Surviving Corporation and Nonsurviving Corporation and delivered to the Vermont Secretary of State for filing in accordance with the provisions of the Vermont Business Corporation Act, and a Certificate of Merger shall be executed and acknowledged on behalf of the Surviving Corporation and Nonsurviving Corporation and delivered to the New York Secretary of State for filing in accordance with the provisions of the New York Business Corporation Act.

1.3. Effective Date. In the State of New York, the Merger shall become effective at the date and time of filing of the Certificate of Merger with the New York Secretary of State. In the State of Vermont, the Merger shall become effective upon the filing of the Articles of Merger by the Secretary of State of the State of Vermont. In the event that the Merger is not effective in both the States of New York and Vermont at the same date and time, then the effective date and time of the Merger shall be the later of the two effective dates and times (the "Effective Date").

## ARTICLE II

### Surviving Corporation

2.1. Surviving Corporation. The corporation that shall survive the Merger and continue to exist under and be governed by the laws of the State of Vermont is the Surviving Corporation.

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CORPORATE SERVICES



2.2. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation, as in full force immediately prior to the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation upon and after the Effective Date.

2.3. By-laws. The By-laws of the Surviving Corporation, as in effect immediately prior to the Effective Date, shall be the By-laws of the Surviving Corporation upon and after the Effective Date, until altered, amended or repealed as provided by law.

2.4. Directors and Officers. The directors and officers of the Surviving Corporation in office immediately prior to the Effective Date shall continue in office and shall be the directors and officers of the Surviving Corporation for their respective terms of office and until their successors are elected or appointed and qualified in accordance with the By-laws and the Articles of Incorporation of the Surviving Corporation.

### ARTICLE III

#### Plan of Merger

3.1. Conversion of Stock. On the Effective Date, each share of Common Stock of the Nonsurviving Corporation outstanding immediately prior to the Merger, and all rights in respect thereof, shall be converted into an equal number of shares of Common Stock of the Surviving Corporation.

3.2. Status of Common Stock of the Surviving Corporation. After the Effective Date, the presently outstanding share of Common Stock of the Surviving Corporation shall be cancelled and cease to exist.

### ARTICLE IV

#### Representations and Warranties of the Nonsurviving Corporation

The Nonsurviving Corporation represents and warrants to the Surviving Corporation as follows:

4.1. Organization. The Nonsurviving Corporation is a corporation duly organized, validly existing and in good standing under the New York Business Corporation Law.

4.2. Capitalization. The Nonsurviving Corporation has an authorized capital stock consisting of Two Hundred (200) shares of Common Stock, no par value, of which Two Hundred (200) shares of Common Stock are outstanding; all of said outstanding shares are fully paid and non-assessable. Each share of Common Stock is entitled to one vote per share on all matters.

4.3. Options, Warrants and Other Rights. There are no outstanding rights, options, warrants, contracts, conversion privileges or other commitments (whether contingent or absolute) of any character which would require the issuance (or transfer out of treasury) by the Nonsurviving Corporation of any shares of its capital stock.

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approval and acceptance of the filing of the Agreement and Plan of Merger and appropriate Articles and/or Certificates of Merger by the appropriate authorities of the States of New York and Vermont, no consent, approval, authorization or order of any court or government agency or other body is required by the Surviving Corporation to consummate the transactions contemplated herein.

## ARTICLE VI

### Certain Effects of Merger

6.1. Effect of Merger. Upon the Effective Date of the Merger:

- (a) The Nonsurviving Corporation shall merge into the Surviving Corporation, and the separate existence of the Nonsurviving Corporation shall cease.
- (b) The title to all real estate and other property owned by each of the Constituent Corporations is vested in the Surviving Corporation without reversion or impairment.
- (c) The Surviving Corporation shall have all liabilities of each Constituent Corporation.
- (d) Any proceeding pending against either of the Constituent Corporations may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for the Nonsurviving Corporation.
- (e) The outstanding shares of the Nonsurviving Corporation shall be converted and exchanged in accordance with Article III of this Agreement, and the former holders of said shares shall be entitled only to the rights provided in the Articles of Merger to be filed to effectuate the Merger or to their rights under the New York Business Corporation Law.

6.2. Further Assurances. On the Effective Date and thereafter, the Nonsurviving Corporation agrees that it will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take, or cause to be taken, such further or other action as the Surviving Corporation may reasonably deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises, and all and every other interest of the Constituent Corporations and otherwise carry out the intent and purpose of this Agreement.

## ARTICLE VII

### Abandonment and Termination

7.1. Abandonment and Termination. At any time before Articles of Merger are filed with the New York Secretary of State, the Merger shall be abandoned and not consummated and this Agreement shall be terminated if the Board of Directors of either the Nonsurviving Corporation or the Surviving Corporation shall, for whatever reasons, decide that abandonment and termination of this Agreement is in the best interests of the shareholders of such corporation.

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7.2. Effect of Abandonment. In the event that the Merger is abandoned and not consummated and this Agreement is terminated as provided in this Article VII, this Agreement shall forthwith become wholly void and of no effect and there shall be no liability on the part of either of the Constituent Corporations, or any of their respective directors, officers, or shareholders.

## ARTICLE VIII

### General

8.1. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with reference to the subject matter hereof.

8.2. Waivers, Amendments and Modifications. Any term or condition of this Agreement may be waived at any time by any party to this Agreement which is or the shareholders of which are, entitled to the benefit thereof, by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time prior to the approval of this Agreement by the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner as this Agreement after authorization thereof by the Boards of Directors of the Constituent Corporations (provided, however, that such action shall be taken only if, in the opinion of the Board of Directors taking such action, such waiver or amendment or modification will not have a materially adverse effect on the benefits intended under this Agreement for the shareholders of such party).

8.3. Expenses. If the Merger provided for herein becomes effective, the Surviving Corporation will bear and pay all expenses thereof. If the Merger provided for herein does not become effective, for any reason, each Constituent Corporation will bear and pay its own expenses.

8.4. Binding Effect, Benefits. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.5. Headings. The headings of the articles, sections, subsections, and paragraphs of this Agreement are inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms and provisions hereof.

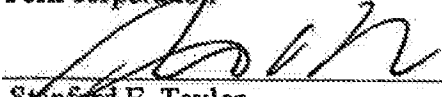
8.6. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Vermont.

8.7. Execution in Counterparts. For the convenience of the parties, any number of counterparts of this Agreement may be executed, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

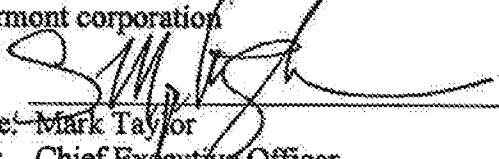
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IN WITNESS WHEREOF, this Agreement has been adopted by the Board of Directors and approved by the shareholder of each of the Surviving Corporation and the Nonsurviving Corporation and has been signed by a duly authorized officer of each, all as of the date first above written.

TAYLOR ASSOCIATES/COMMUNICATIONS, INC.,  
a New York corporation

By:   
Name: Stanford E. Taylor  
Title: President

TAYLOR ASSOCIATES/COMMUNICATIONS, INC.,  
a Vermont corporation

By:   
Name: Mark Taylor  
Title: Chief Executive Officer

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