

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM533553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/03/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor Associates/Communications, Inc.		05/03/2019	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	Reading Plus LLC		
Street Address:	110 West Canal Street		
Internal Address:	Suite 301		
City:	Winooski		
State/Country:	VERMONT		
Postal Code:	05404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2832093	READING PLUS	
Registration Number:	4445225	SEEREADER	
Registration Number:	3381688	VISAGRAPH	
CORRESPONDENCE DATA			
Fax Number:	2155683439		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-564-2684		
Email:	tnoel@bakerlaw.com		
Correspondent Name:	Lisa Bollinger Gehman		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre, 12th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
NAME OF SUBMITTER:	Lisa Bollinger Gehman		
SIGNATURE:	/lisa bollinger gehman/		
DATE SIGNED:	07/25/2019		

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Total Attachments: 7

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AGREEMENT AND PLAN OF MERGER

OF

TAYLOR ASSOCIATES/COMMUNICATIONS, INC.
a Vermont corporation

WITH AND INTO

READING PLUS LLC
a Delaware limited liability company

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), is made and entered into as of the 3rd day of May, 2019, by and between Taylor Associates/Communications, Inc., a Vermont corporation (the "Nonsurviving Entity"), and Reading Plus LLC, a Delaware limited liability company (the "Surviving Entity"); the Nonsurviving Entity and the Surviving Entity are hereinafter sometimes collectively referred to as the "Constituent Entities" and individually as a "Constituent Entity."

W I T N E S S E T H

WHEREAS, the Nonsurviving Entity is a corporation organized and existing under the laws of the State of Vermont,

WHEREAS, the authorized capital stock of the Nonsurviving Entity consists of 200 shares of Common Stock, with no par value, of which 200 shares are outstanding and owned by a single shareholder;

WHEREAS, the Surviving Entity is a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the Surviving Entity has a single member who holds all of the limited liability company interests of the Surviving Entity (the "Original Member");

WHEREAS, the Board of Directors of the Nonsurviving Entity and the Original Member of the Surviving Entity have determined that it is advisable and in the best interests of the Constituent Entities and their respective shareholders and member that the Nonsurviving Entity be merged into the Surviving Entity (the "Merger") upon the terms and conditions set forth in this Agreement;

WHEREAS, upon such Merger, the Nonsurviving Entity shall be merged with and into the Surviving Entity on the Effective Date (as defined below), and all shares of Common Stock of the Nonsurviving Entity outstanding immediately prior to the Merger, and all rights in respect thereof, shall forthwith be converted into and exchanged for all of the limited liability company interests of the Surviving Entity, all for the purpose of carrying out a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

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

WHEREAS, the Original Member of the Surviving Entity, as the holder of all of the limited liability company interests of the Surviving Entity, is the only member entitled to vote upon the approval of this Agreement for the Surviving Entity, and the affirmative vote of the Original Member of the Surviving Entity is required for such adoption.

NOW THEREFORE, in consideration of the premises and mutual agreements and provisions herein contained, the Constituent Entities, in accordance with the Delaware Limited Liability Company Act, as amended (the "Delaware Act") and the Vermont Business Corporation Act, as amended (the "Vermont Act"), do hereby agree that the Nonsurviving Entity shall be, on the Effective Date (as defined in Section 1.3 hereof), merged into the Surviving Entity, which shall be the surviving entity, 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 Entity shall be merged into the Surviving Entity, and the Surviving Entity shall merge the Nonsurviving Entity into itself. The Surviving Entity shall be the entity surviving the Merger and shall continue for all purposes after the Merger.

1.2. Articles and Certificate of Merger. Upon the approval of this Agreement by the affirmative vote of the holders of the outstanding shares of Common Stock of the Nonsurviving Entity and the approval of the Original Member of the Surviving Entity, a Certificate of Merger (the "Certificate of Merger") shall be executed on behalf of the Surviving Entity and delivered to the Delaware Secretary of State in accordance with the Delaware Act, and Articles of Merger (the "Articles of Merger") shall be executed on behalf of the Nonsurviving Entity and the Surviving Entity and delivered to the Vermont Secretary of State for filing in accordance with the provisions of the Vermont Act.

1.3. Effective Date and Time. The effective date and time of the merger shall be 12:01am on May 6, 2019 (the "Effective Date").

ARTICLE II Surviving Entity

2.1. Surviving Entity. The entity that shall survive the Merger and continue to exist under and be governed by the laws of the State of Delaware is the Surviving Entity.

2.2. Certificate of Formation. The Certificate of Formation of the Surviving Entity, as in full force immediately prior to the Effective Date, shall be the Certificate of Formation of the

Surviving Entity upon and after the Effective Date, until altered, amended or repealed as provided by law.

2.3. Limited Liability Company Agreement. The limited liability company agreement of the Surviving Entity (the "LLC Agreement"), as in effect immediately prior to the Effective Date, shall be the LLC Agreement of the Surviving Entity upon and after the Effective Date, until altered, amended or repealed as provided by law.

ARTICLE III

Plan of Merger

3.1. Conversion. On the Effective Date, all shares of the Common Stock of the Nonsurviving Entity outstanding immediately prior to the Merger, and all rights in respect thereof, shall be converted and exchanged for all of the limited liability company interests of the Surviving Entity.

3.2. Status of the Limited Liability Company Interests. The limited liability company interests in the Surviving Entity held by the Original Member shall be cancelled and cease to exist.

ARTICLE IV

Representations and Warranties of the Nonsurviving Entity

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

4.1. Organization. The Nonsurviving Entity is a corporation duly organized, validly existing and in good standing under the Vermont Act.

4.2. Capitalization. The authorized capital stock of the Nonsurviving Entity consists of 200 shares of Common Stock, with no par value, of which 200 shares are outstanding. 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 Entity of any shares of its capital stock.

4.4. Binding. The execution and delivery of this Agreement have been duly authorized by the Board of Directors and the shareholders entitled to vote of the Nonsurviving Entity and this Agreement constitutes the valid and binding obligation of the Nonsurviving Entity, subject to the fulfillment of the other conditions contained in this Agreement.

4.5. Authority. The Nonsurviving Entity has full legal right, power and authority to enter into this Agreement and to consummate all of the transactions contemplated herein, and neither the execution of this Agreement nor the consummation of this Agreement in accordance with its terms conflicts or will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, the Articles of Incorporation or the Bylaws of the

Nonsurviving Entity. Except for the approval of this Agreement and Plan of Merger and the acceptance and filing of the Articles of Merger and Certificate of Merger, no consent, approval, authorization or order of any court or governmental agency or other body is required by the Nonsurviving Entity to consummate the transactions contemplated herein.

ARTICLE V
Representations and Warranties of the Surviving Entity

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

5.1. **Organization.** The Surviving Entity is a limited liability company duly organized, validly existing and in good standing under the Delaware Act.

5.2. **Capitalization.** The Original Member holds all of the limited liability company interests of the Surviving Entity.

5.3. **Binding.** The execution and delivery of this Agreement have been duly authorized by the Original Member of the Surviving Entity and this Agreement constitutes the valid and binding obligation of the Surviving Entity, subject to the fulfillment of the other conditions contained in this Agreement.

5.4. **Authority.** The Surviving Entity has full legal rights, power and authority to enter into this Agreement and to consummate all of the transactions contemplated herein, and neither the execution by the Surviving Entity of this Agreement nor the consummation by it of this Agreement in accordance with its terms conflicts or will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, the Articles of Formation or the LLC Agreement of the Surviving Entity. Except for the approval of this Agreement and Plan of Merger and the acceptance and filing of the Articles of Merger and Certificate of Merger, no consent, approval, authorization or order of any court or governmental agency or other body is required by the Surviving Entity 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 Entity shall merge into the Surviving Entity, and the separate existence of the Nonsurviving Entity shall cease.

(b) The title to all real estate and other property owned by each of the Constituent Entities is vested in the Surviving Entity without reversion or impairment.

(c) The Surviving Entity shall have all liabilities of each Constituent Entity.

(d) Any proceeding pending against either of the Constituent Entities may be continued as if the Merger did not occur or the Surviving Entity may be substituted in the proceeding for the Nonsurviving Entity.

(e) The outstanding shares of the Nonsurviving Entity shall be converted and exchanged in accordance with Article III of this Agreement, and the former holder of said shares shall be entitled only to the rights provided in the Certificate of Merger to be filed to effectuate the Merger or to their rights under the Delaware Act.

6.2. Further Assurances. On the Effective Date and thereafter, the Nonsurviving Entity 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 Entity may reasonably deem necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all the property, rights, privileges, powers and franchises, and all and every other interest of the Constituent Entities 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 the Certificate of Merger is delivered to the Delaware Secretary of State and the Articles of Merger are delivered to the Vermont Secretary of State, the Merger shall be abandoned and not consummated and this Agreement shall be terminated if the Original Member of the Surviving Entity or the Board of Directors or shareholders of the Nonsurviving Entity shall, for whatever reasons, decide that abandonment and termination of this Agreement is in the best interest of such company.

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 Entities, or any of their respective directors, officers, members 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 or members of which are, entitled to the benefit thereof, by action taken by 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 and Original Member of the Constituent Entities by an agreement in writing executed in the same manner as this Agreement after authorization thereof by the Board of Directors of the Nonsurviving Entity (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) and the Original Member of the Surviving Entity.

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

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.

Signatures on Following Page

IN WITNESS WHEREOF, this Agreement has been adopted by the Board of Directors and approved by the shareholders of the Nonsurviving Entity, adopted and approved by the Original Member of the Surviving Entity and has been signed by a duly authorized officer of each of the Constituent Entities, all as of the date first above written.

TAYLOR ASSOCIATES/COMMUNICATIONS, INC.,
a Vermont corporation

By: 
Name: S. Mark Taylor
Title: President

READING PLUS LLC
a Delaware limited liability company

By: 
Name: S. Mark Taylor
Title: President