

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM766241

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	05/16/2018

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kable Media Services, Inc.		05/09/2018	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Kable News Company, Inc.
<b>Street Address:</b>	16 South Wesley Avenue
<b>City:</b>	Mount Morris
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61054
<b>Entity Type:</b>	Corporation: ILLINOIS

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2600264	K
<b>Registration Number:</b>	2600265	KABLE FULFILLMENT SERVICES
<b>Registration Number:</b>	2600266	KABLE

**CORRESPONDENCE DATA**

Fax Number: 2152992150

*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.*

Phone: 2152992016

Email: ipdocket@foxrothschild.com

Correspondent Name: Tristram R. Fall, III, Esquire

Address Line 1: 997 Lenox Drive

Address Line 2: Building 3

Address Line 4: Lawrenceville, NEW JERSEY 06848

<b>NAME OF SUBMITTER:</b>	Tristram R. Fall, III
<b>SIGNATURE:</b>	/Tristram R. Fall, III/
<b>DATE SIGNED:</b>	11/07/2022

**Total Attachments: 10**

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OP \$90.00 2600264

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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"KABLE MEDIA SERVICES, INC.", A DELAWARE CORPORATION, WITH AND INTO "KABLE NEWS COMPANY, INC." UNDER THE NAME OF "KABLE NEWS COMPANY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, AS RECEIVED AND FILED IN THIS OFFICE ON THE SIXTEENTH DAY OF MAY, A.D. 2018, AT 3:54 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

6888839 8100M  
SR# 20183868036

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 202744336  
Date: 05-22-18

TRADEMARK  
REEL: 007917 FRAME: 0003

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

KABLE MEDIA SERVICES, INC.

INTO

KABLE NEWS COMPANY, INC.

(Parent into subsidiary pursuant to Section 253 of the General Corporation Law of Delaware)

\*\*\*\*\*

KABLE MEDIA SERVICES, INC., a corporation organized and existing under the laws of the State of Delaware;

**DOES HEREBY CERTIFY:**

**FIRST:** That it was organized on the 8th day of April, 2005, pursuant to the provisions of the General Corporation Law of the State of Delaware.

**SECOND:** That KABLE MEDIA SERVICES, as the parent corporation, owns 100% of the outstanding shares of the capital stock of KABLE NEWS COMPANY, INC., a corporation incorporated on the 30th day of April, 1932, pursuant to the Illinois Business Corporation Act of the State of Illinois.

**THIRD:** That its Board of Directors on the 9th day of May, 2018, determined by the unanimous written consent of its members, filed with the minutes of the Board, to merge the corporation into said KABLE NEWS COMPANY, INC., and did adopt the following resolutions:

**RESOLVED**, that this corporation, KABLE MEDIA SERVICES, INC. merge itself into KABLE NEWS COMPANY, INC., which surviving corporation KABLE NEWS COMPANY, INC. assumes all of the obligations of KABLE MEDIA SERVICES, INC.;

**FURTHER RESOLVED**, that the terms and conditions of the merger are as follows:

Upon the completion of the merger, the holders of the Common Stock of KABLE MEDIA SERVICES, INC. shall receive an equivalent number of shares of the Common Stock of KABLE NEWS COMPANY, INC. and shall have no further claims of any kind or nature; and all of the Common Stock of KABLE NEWS COMPANY, INC. held by KABLE MEDIA SERVICES,

INC. shall be surrendered and cancelled.

**FURTHER RESOLVED**, that upon the approval of the sole shareholder of KABLE MEDIA SERVICES, INC. the merger shall be deemed approved and that an authorized officer of this corporation be and he is hereby directed to make and execute a certificate of ownership setting forth a copy of the resolution to merge into said KABLE NEWS COMPANY, INC., and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware;

**FOURTH:** That the proposed merger has been adopted, approved, certified, executed and acknowledged by this corporation pursuant to Title 8, Section 253 of the General Corporation Law of Delaware. The merger has been approved by unanimous consent of the sole shareholder of KABLE MEDIA SERVICES, INC., constituting the holder of ALL of the outstanding shares of this corporation.

**FIFTH:** The merger is to become effective on May 1, 2018 (for accounting purposes only).

**SIXTH:** KABLE NEWS COMPANY, INC., as the surviving corporation, agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State of Delaware shall mail any such process to the surviving corporation at 16 S. Wesley Avenue, Mt. Morris, IL 61054.

**IN WITNESS WHEREOF**, said parent corporation has caused its corporate seal to be affixed and this Certificate to be signed by an authorized officer this 9<sup>th</sup> day of May, 2018.

By:   
(Authorized Officer)

Name: Michael P. Dulcoc

Title: President

Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
217-782-6961  
www.cyberdriveillinois.com

**FILED**

MAY 16 2018

**JESSE WHITE  
SECRETARY OF STATE**

Remit payment in the form of a  
check or money order payable  
to Secretary of State.

Filing fee is \$100, but if merger or  
consolidation involves more than two  
corporations, submit \$50 for each  
additional corporation.

File # 22309838 Filing Fee: \$ 100<sup>00</sup> Approved: WR

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

**NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.**

1. Names of Corporations proposing to ~~consolidate~~ <sup>merge</sup> and State ~~or Country~~ of incorporation.  
~~exchange shares~~

Name of Corporation	State <del>or Country</del> of Incorporation	Corporation File Number
✓ Kable News Company, Inc.	Illinois	22309838 <u>S</u>
✓ Kable Media Services, Inc.	Delaware	<u>NQ.N.S.</u>

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ <sup>surviving</sup> corporation: Kable News Company, Inc.  
~~acquiring~~  
b. Corporation shall be governed by the laws of: Illinois

**For more space, attach additional sheets of this size.**

4. Plan of ~~consolidation~~ <sup>merger</sup> is as follows:  
~~exchange~~

5. The <sup>merger</sup> ~~consolidation~~ ~~exchange~~ was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- c. The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
✓ Kable News Company, Inc.	100	100
_____	_____	_____
_____	_____	_____
_____	_____	_____

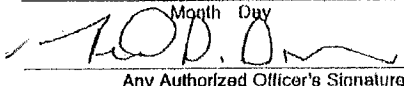
b. Not applicable to 100 percent-owned subsidiaries.

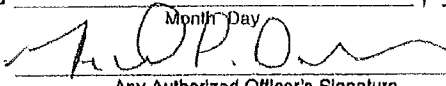
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was \_\_\_\_\_  
Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received?  Yes  No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated ✓ May 9th, 2018 Kable News Company, Inc.  
Month Day Year Exact Name of Corporation  
  
Any Authorized Officer's Signature  
 Michael P. Duloc, President  
Name and Title (type or print)

Dated ✓ May 9th, 2018 Kable Media Services, Inc.  
Month Day Year Exact Name of Corporation  
  
Any Authorized Officer's Signature  
 Michael P. Duloc, President  
Name and Title (type or print)

Dated \_\_\_\_\_, \_\_\_\_\_  
Month Day Year Exact Name of Corporation  
 \_\_\_\_\_  
Any Authorized Officer's Signature  
 \_\_\_\_\_  
Name and Title (type or print)



## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), is entered into as of May 9, 2018, by and among KABLE NEWS COMPANY, INC., an Illinois corporation (the "*Subsidiary Corporation*" or the "*Survivor Corporation*") and KABLE MEDIA SERVICES, INC., a Delaware corporation (the "*Parent Corporation*" and, together with the Subsidiary Corporation, the "*Constituent Corporations*").

### RECITALS

1. At the date of this Agreement, the Parent Corporation's authorized capital stock consists of 20,000 shares of common stock, \$0.10 per share (the "*Parent Corporation Stock*"), of which [100] shares are issued and outstanding.

2. At the date of this Agreement, the Subsidiary Corporation's authorized capital stock consists of 20,000 shares of Common Stock, par value \$5.00 per share (the "*Survivor Corporation Stock*"), of which [100] shares are issued and outstanding and is owned of record by the Parent Corporation.

3. The Board of Directors of each of the Subsidiary Corporation and the Parent Corporation deem it advisable and in the best interests of each such party that the Parent Corporation be merged with and into the Subsidiary Corporation upon the terms and subject to the conditions herein stated (the "*Merger*").

4. This Agreement constitutes a plan of merger of the Subsidiary Corporation and the Parent Corporation within the meaning of Section 11.30 of the Illinois Business Corporation Act (the "*IBCA*"). The Stockholders and the Boards of Directors of each of the Constituent Corporations have approved and adopted this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subsidiary Corporation and the Parent Corporation, intending to be legally bound hereby, agree as follows:

### ARTICLE I THE MERGER

1.1. THE MERGER. Subject to, and upon the terms and conditions of this Agreement, at the Effective Time (as defined herein), the Parent Corporation shall be merged with and into the Subsidiary Corporation, the separate corporate existence of the Parent Corporation shall cease, and the Subsidiary Corporation shall continue as the surviving corporation of the Merger. At the Effective Time, the effects of the Merger shall be as provided in Section 11.50 of the IBCA. For Federal income tax purposes, it is intended that the Merger shall qualify as a tax-free reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

1.2. EFFECTIVE TIME. As soon as practicable on or after the approval hereof, the parties shall cause the Merger to be consummated by filing articles of merger with the Illinois Secretary of State and a certificate of ownership and merger with the Delaware Secretary of State and shall cause to be made all other filings or recordings required under the IBCA, the Delaware General Corporation Law (“*DGCL*”), or otherwise, to effectuate the Merger. The Merger shall ✓ become effective as of the date and time of such filing with the Illinois Secretary of State (such date and time being referred to herein as the “*Effective Time*”).

1.3. ARTICLES OF INCORPORATION. From and after the Effective Time, the Articles of Incorporation of the Subsidiary Corporation, as in effect immediately prior to the ✓ Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided therein or by the IBCA.

1.4. BY-LAWS. From and after the Effective Time, the By-Laws of the Subsidiary Corporation, as in effect immediately prior to the Effective Time, shall constitute the By-Laws of the Surviving Corporation (the “*Surviving Corporation By-Laws*”) until thereafter amended as provided therein or by applicable law.

1.5. DIRECTORS. The directors of the Subsidiary Corporation in office immediately prior to the Effective Time shall be the directors of the Surviving Corporation and will continue to hold office from the Effective Time until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation By-Laws, or as otherwise provided by law.

1.6. OFFICERS. The officers of the Subsidiary Corporation in office immediately prior to the Effective Time shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their successors are duly elected or appointed and qualified in the manner provided in the Surviving Corporation By-Laws, or as otherwise provided by law.

1.7. ADDITIONAL ACTIONS. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful actions as may be necessary, advisable or appropriate in order to effectuate the Merger. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Parent Corporation as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Parent Corporation, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of the Parent Corporation or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

1.8. EXCHANGE OF PARENT CORPORATION STOCK. At the Effective Time, ✓ each of the stockholders of the Parent Corporation shall (i) surrender all of their shares of the Parent Corporation Stock and (ii) receive one (1) share of the Survivor Corporation Stock in

exchange for each of such stockholder's shares of the Parent Corporation Stock surrendered. The shares of the Parent Corporation Stock, when so exchanged, shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive shares of the Surviving Corporation Stock to be issued or paid in consideration for, and upon the surrender of, such certificate to the Survivor Corporation for exchange at the closing of the Merger.

1.9. SUBSIDIARY CORPORATION STOCK. At the Effective Time, each issued and outstanding share of the Subsidiary Corporation Stock issued and outstanding prior to the Effective Time shall cease to be outstanding and shall be canceled and retired without payment of any consideration therefor, and cease to exist as a result of the Merger. As a result of the aforesaid exchange of Parent Corporation Stock and cancellation of Subsidiary Corporation Stock, at the Effective Time, pursuant to the Merger, the sole stockholder of the Survivor Corporation shall be the same person as was formerly the sole stockholder of the Parent Corporation.

## ARTICLE II CONDITIONS OF MERGER

2.1. CONDITIONS PRECEDENT. The obligations of the parties to this Agreement to consummate the Merger and the transactions contemplated by this Agreement shall be subject to fulfillment or waiver by the parties hereto of each of the following conditions:

(a) Prior to the Effective Time, no order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

(b) Prior to the Effective Time, the Stockholders and the Boards of Directors of each of the Constituent Corporations shall have approved and adopted this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth in this Agreement.

## ARTICLE III TERMINATION AND AMENDMENT

3.1. TERMINATION. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the board of directors, or a duly authorized committee thereof, of either of the Constituent Corporations, if it is determined that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its stockholder(s). In the event of such termination and abandonment, this Agreement shall become void and neither of the Subsidiary Corporation or the Parent Corporation nor their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

3.2. AMENDMENTS. Notwithstanding any actions taken with respect to the Merger by the stockholders, directors or other representatives of the Constituent Corporations, as applicable, this Agreement may be amended by the governing bodies of the Constituent Corporations at any time prior to the Effective Time of the Merger to the extent permitted by the laws of the State of Delaware and the State of Illinois, as applicable.

**ARTICLE IV**  
**MISCELLANEOUS PROVISIONS**

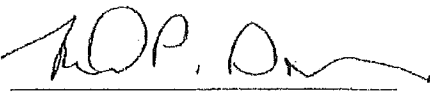
4.1. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, except that the DGCL shall govern the internal corporate governance requirements of the Parent Corporation.

4.2. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.


4.3. ENTIRE AGREEMENT. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

KABLE NEWS COMPANY, INC.

By:   
Name: Michael P. Duloc  
Title: President

KABLE MEDIA SERVICES, INC.

By:   
Name: Michael P. Duloc  
Title: President