

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM837941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/11/1994		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finance and Commerce, Inc.		03/11/1994	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Andrus Publishing, Inc.		
Street Address:	615 South 7th Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55415		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2528678	MINNESOTA LAWYER	
Registration Number:	3556329	FINANCE & COMMERCE	
Registration Number:	3049014	SAINT PAUL LEGAL LEDGER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3108267474		
Email:	trademark@raklaw.com		
Correspondent Name:	Irene Y. Lee		
Address Line 1:	12424 Wilshire Boulevard		
Address Line 2:	12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
NAME OF SUBMITTER:	Irene Y. Lee		
SIGNATURE:	/Irene Y. Lee/		
DATE SIGNED:	09/08/2023		
Total Attachments: 22			

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State of Minnesota

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SECRETARY OF STATE

CERTIFICATE OF MERGER

I, Joan Anderson Grove, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of the individual merging entities to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

DE: FINANCE AND COMMERCE, INC.

MN: ANDRUS PUBLISHING, INC.

State of Formation and Name of Surviving Entity:

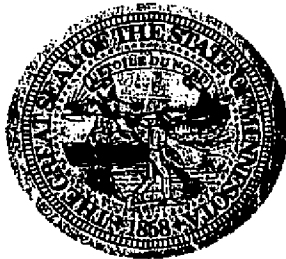
MN: ANDRUS PUBLISHING, INC.

Effective Date of Merger: March 11, 1994

Name of Surviving Entity After Effective Date of Merger:

ANDRUS PUBLISHING, INC.

This certificate has been issued on: March 11, 1994.



Joan Anderson Grove
Secretary of State.

TRADEMARK

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ARTICLES OF MERGER
OF
FINANCE AND COMMERCE, INC.
INTO
ANDRUS PUBLISHING, INC.

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Pursuant to Section 302A.651 of the Minnesota Business Corporation Act, the undersigned corporations execute the following articles of merger:

FIRST: The names of the corporations participating in the merger and the States under the laws of which they are respectively organized is as follows:

<u>Name of Corporation</u>	<u>State</u>
Finance and Commerce, Inc.	Delaware
Andrus Publishing, Inc.	Minnesota

SECOND: The name of the surviving corporation is Andrus Publishing, Inc.

THIRD: The agreement and plan of merger attached hereto as Exhibit A was approved by the affirmative vote of a majority of the directors present at a meeting of the board of each constituent corporation.

FOURTH: This merger is permitted by the laws of the State of Delaware, the jurisdiction under which Finance and Commerce, Inc. is organized, and the agreement and plan of merger was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

FIFTH: The agreement and plan of merger was approved by Andrus Publishing, Inc. in accordance with the Minnesota Business Corporation Act.

SIXTH: This merger shall be effective immediately upon the filing of these articles of merger.

Dated this 4th day of March, 1964.

ANDRUS PUBLISHING, INC.

By James P. Dolan
James P. Dolan, President

FINANCE AND COMMERCE, INC.

By James P. Dolan
James P. Dolan, President

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EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
OF
ANDRUS PUBLISHING, INC.
A MINNESOTA CORPORATION
AND
FINANCE AND COMMERCE, INC.
A DELAWARE CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated as of March 4, 1994 (the "Agreement"), is between ANDRUS PUBLISHING, INC., a Minnesota corporation ("API"), and FINANCE AND COMMERCE, INC., a Delaware corporation ("FCI"). API and FCI are sometimes referred to herein as "Constituent Corporations."

RECITALS

A. API is a corporation duly organized and existing under the laws of the State of Minnesota and has an authorized capital of 990,000 shares of Common Stock, \$.001 par value per share (the "API Common Stock"), and 10,000 shares of Preferred Stock, \$.001 par value per share (the "API Preferred Stock"), of which 1,000 shares are designated Series A Redeemable Non-Convertible Preferred Stock (the "API Series A Stock"). As of the date hereof, 200 shares of API Common Stock are issued and outstanding, and 1,000 shares of API Series A Stock are issued and outstanding.

B. FCI is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 460,000 shares of Common Stock, \$.001 par value per share (the "FCI Common Stock") and 200,000 shares of Series A Convertible Preferred Stock, \$.001 par value per share (the "FCI Series A Stock"). As of the date hereof, 13,900 shares of FCI Common Stock are issued and outstanding, and 140,000 shares of the FCI Series A Stock are issued and outstanding.

C. The Boards of Directors of FCI and API have determined that it is advisable and in the best interest of FCI and API that FCI merge with and into API upon the terms and subject to the conditions herein provided.

D. The respective Boards of Directors of API and FCI have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed, if approved, by the undersigned officers.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, API and FCI hereby agree as follows:

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ARTICLE I

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Minnesota Business Corporation Act (the "Minnesota Law") and the General Corporation Law of the State of Delaware (the "Delaware Law"), FCI shall be merged with and into API (the "Merger"), the separate existence of FCI shall cease and API shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be "Andrus Publishing, Inc."

1.2 Filing and Effectiveness. The Merger shall become effective at such time as the following actions are completed:

(a) This Agreement and the Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Minnesota Law and the Delaware Law, as applicable;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) Executed Articles of Merger meeting the requirements of the Minnesota Law shall have been filed with the Secretary of the State of Minnesota; and

(d) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware Law shall have been filed with the Secretary of State of Delaware.

The date and time when the Merger shall become effective is referred to herein as the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of FCI shall cease and:

(a) Upon effectiveness of the Merge, the Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties, of each of the Constituent Corporations; and all and singular, the rights, privileges, powers and franchises of each of said corporations, and all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to either of such corporations shall be vested in the Surviving Corporation; and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either

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of such Constituent Corporations shall not revert to or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it:

(b) A civil, criminal, administrative or investigatory proceeding pending against any Constituent Corporation may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for the Constituent Corporation;

(c) The Articles of Incorporation of the Surviving Corporation shall be amended to the extent provided herein; and

(d) The shares of each Constituent Corporation that are to be converted into shares of the Surviving Corporation shall be converted, and the former holders of the shares are entitled only to the rights provided in this Agreement;

all as more fully provided under the applicable provisions of the Minnesota Law and the Delaware Law.

ARTICLE II

CHARTER DOCUMENTS; DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of API shall be amended and restated as of the Effective Date of the Merger to be in the form attached hereto as Exhibit A.

2.2 By-Laws. The By-Laws of API as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the By-Laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of API immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified, or until as otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the By-Laws of the Surviving Corporation.

ARTICLE III

MANNER OF CONVERTING STOCK

3.1 FCI Common Shares. Upon the Effective Date of the Merger, each share of FCI Common Stock issued and outstanding immediately prior thereto, shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and non-assessable share of API Common Stock.

3.2 FCI Preferred Stock. Upon the Effective Date of the Merger, each share of FCI Series A Stock issued and outstanding immediately prior thereto, shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and non-assessable share of Series B Convertible Preferred Stock of API, \$.001 par value per share (the "API Series B Stock").

3.3 API Common Stock. Upon the Effective Date of the Merger, each share of the API Common Stock issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by API, the holder of such shares or any other person be canceled and returned to the status of authorized but unissued shares.

3.4 API Preferred Stock. The API Series A Stock shall remain outstanding after the Effective Date of the Merger.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of FCI Common Stock and/or FCI Series A Stock may, at such stockholder's option, surrender the same for cancellation to the Surviving Corporation, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of API Common Stock or API Series B Stock, as applicable, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of FCI Common Stock or FCI Series A Stock shall be deemed for all purposes to represent the number of whole shares of API Common Stock or API Series B Stock, as applicable, into which such shares were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights with respect to, and to receive dividends and other distributions upon, the shares of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing shares of the Surviving Corporation issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of FCI so converted and given in exchange therefor.

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unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

3.6 Transfer of Certificates. If any certificate for shares of the Surviving Corporation are to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and in compliance with applicable law and that the person requesting such transfer pay to the Surviving Corporation any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

ARTICLE IV

GENERAL

4.1 Covenants of API. API covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) File any and all documents with the State of Delaware taxing authorities necessary for the assumption by API of all of the franchise tax liabilities of FCI.

(b) Take such other action as may be required by the Delaware Law.

4.2 Further Assurances. From time to time, as and when required by API or by its successors or assigns, there shall be executed and delivered by or on behalf of FCI, such deeds and other instruments, and there shall be taken or caused to be taken by it or on behalf of it, such further and other actions as shall be appropriate or necessary in order to vest or perfect in, or conform or record or otherwise transfer to, API the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchise and authority of FCI and otherwise to carry out the purpose of this Agreement. The officers and directors of API are fully authorized in the name and on behalf of FCI or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason by the Board of Directors of either FCI or API, or both, notwithstanding the approval of this Agreement by the stockholders of FCI or by the shareholders of API, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the earlier of the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of Delaware, or the filing of Articles of Merger with the Secretary of State of Minnesota; provided, however,

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that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of shares or any class or series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Minnesota is located at 615 South 7th Street, Minneapolis, Minnesota.

4.6 Consent to Service of Process. The Surviving Corporation consents to service of process in the State of Delaware in any proceeding for enforcement of any obligation of FCI, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholder as determined at appraisal proceedings pursuant to the provisions of Section 262 of the Delaware Law, and irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which the Secretary of State shall forward a copy of the process and any other papers served on the Secretary of State as agent for service of process of the Surviving Corporation is 615 South 7th Street, Minneapolis, Minnesota.

4.7 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 615 South 7th Street, Minneapolis, Minnesota, and copies thereof will be furnished to any stockholder of either Constituent Corporation upon request and without cost.

4.8 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the internal laws of the State of Minnesota and, so far as applicable, the merger provisions of the Delaware Law.

4.9 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of API and FCI, is hereby executed on behalf of each such corporation and attested by their respective officers thereunto duly authorized.

ANDRUS PUBLISHING, INC., a
Minnesota corporation

By: James P. Dole
Its: President and CEO

ATTEST:

John Miller

FINANCE AND COMMERCE, INC., a
Delaware corporation

By: James P. Dole
Its: President and CEO

ATTEST:

John Miller

EXHIBIT A
AMENDMENT OF ARTICLES
OF INCORPORATION
OF
ANDRUS PUBLISHING, INC.

ANDRUS PUBLISHING, INC. (the "Corporation"), a corporation organized and existing under and by virtue of the Minnesota Business Corporation Act (the "Law"), does hereby certify:

I. That the Board of Directors of the Corporation adopted a resolution setting forth the amended and restated Articles of Incorporation set forth below, declaring it advisable and submitting it to the shareholders entitled to vote in respect thereof for their consideration of such amended and restated Articles of Incorporation.

II. That by written consent executed in accordance with Section 302A.441 of the Law, the holders of all of the outstanding stock entitled to vote thereon have voted in favor of the adoption of the amended and restated Articles of Incorporation set forth below.

III. That the amended and restated Articles of Incorporation set forth below has been duly adopted in accordance with Section 302A.135 of the Law:

FIRST: The name of the Corporation is ANDRUS PUBLISHING, INC.

SECOND: The address of the registered office of the Corporation in the State of Minnesota is 615 South 7th Street, Minneapolis, Minnesota.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Minnesota Business Corporation Act.

FOURTH: The total number of shares of capital stock of all classes which the Corporation shall have authority to issue is One Million (1,000,000), which shall be divided as follows: (a) Five Hundred Thousand (500,000) shares of Common Stock, par value \$.001 per share (the "Common Stock"), and (b) Five Hundred Thousand (500,000) shares of Preferred Stock, par value \$.001 per share, of which (i) One Thousand (1,000) shares shall be Series A Redeemable Non-Convertible Preferred Stock (the "Series A Preferred Stock"), (ii) Two Hundred Thousand (200,000) shares shall be Series B Convertible Preferred Stock (the "Series B Preferred Stock"), and the remainder of which may be issued from time to time in one or more series of Preferred Stock as the Board of Directors may determine and each of which series shall have, subject to the Articles

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of Incorporation, such designations, powers, preferences and relative, participating, optional or other rights, and such qualifications, limitations and restrictions, all as the Board of Directors may fix by resolution or resolutions.

The designations and the powers, preferences and relative, participating, optional or other rights of the Common Stock and the Series A Preferred Stock and the qualifications, limitations or restrictions thereof are as follows:

SECTION I. COMMON STOCK

1. Voting Rights. Except as otherwise required by law or provided herein, each share of the Common Stock shall entitle the holder thereof to one vote on each matter submitted to a vote of the shareholders of the Corporation.

2. Dividend and Redemption Rights. Subject to provisions of law and the rights of holders of Series A Preferred Stock, the Series B Preferred Stock and other Preferred Stock, if applicable, the holders of the Common Stock shall be entitled to receive dividends at such times and in such amounts as may be determined by the Board of Directors of the Corporation. In no event shall any dividend be paid or declared, nor shall any distribution be made on the Common Stock, nor shall any Common Stock be purchased, redeemed or otherwise acquired by the Corporation for value, while the Series A Preferred Stock or Series B Preferred Stock remains outstanding.

3. Liquidation Rights. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Liquidation"), after payment or provision for payment of the debts and other liabilities of the Corporation and the preferential amounts to which the holders of any outstanding shares of Series A Preferred Stock, Series B Preferred Stock and other Preferred Stock, if applicable, shall be entitled upon such Liquidation, the holders of the Common Stock shall be entitled to share ratably in the remaining assets of the Corporation. The merger or consolidation of the Corporation or the sale of all or substantially all of the Corporation's assets shall not be deemed to be a Liquidation.

SECTION II. SERIES A PREFERRED STOCK

1. Rank. The shares of Series A Preferred Stock shall rank senior to the Common Stock and the Series B Preferred Stock.

2. Voting Rights. Except as otherwise required by law, the shares of Series A Preferred Stock shall have no voting rights.

3. Dividends. The holders of shares of Series A Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors of the Corporation or a duly authorized committee thereof (an "Authorized Board Committee"), out of funds legally available for the payment of dividends, cumulative dividends in the amount of \$8.93 per share per calendar quarter (such amount to be adjusted

proportionately in the event the shares of Series A Preferred Stock are subdivided into a greater number or combined into a lesser number). Dividends on the shares of Series A Preferred Stock shall accrue and be cumulative commencing on the date of issuance with respect to any issuance of such shares. For shares issued on other than the first day of a calendar quarter, dividends per share for such quarter shall be determined by multiplying \$8.93 times a fraction, the numerator of which is the number of days during such quarter the shares were outstanding, and the denominator of which is the total number of days in such quarter. The holders of Series A Preferred Stock shall not be entitled to receive any additional dividends with respect to the Series A Preferred Stock. On June 30, 1994 (the "First Dividend Date"), all dividends accumulated through and including the First Dividend Date shall be paid. On June 30, 1995 (the "Second Dividend Date"), all dividends accumulated and unpaid through and including the Second Dividend Date shall be paid. Commencing September 30, 1995, dividends shall be payable quarterly on the last day of March, June, September and December each year (each a "Dividend Payment Date" or collectively, "Dividend Payment Dates"). If the First Dividend Date, the Second Dividend Date or any Dividend Payment Date is not a Business Day (as hereinafter defined), then such dividend shall be payable on the next succeeding Business Day and such next succeeding Business Day shall be the Dividend Payment Date. "Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions in the State of Minnesota are authorized or obligated by law or executive order to close. Dividends will be payable to shareholders of record on the record date, which shall be not more than 45 days nor less than 10 days preceding such Dividend Payment Date, fixed for such purpose by the Board of Directors or an Authorized Board Committee in advance of each particular Dividend Payment Date. Dividends paid on shares of Series A Preferred Stock in an amount less than the total amount of such dividends at the time accumulated and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

4. Redemption.

(A) Mandatory Redemption.

(a) The Corporation shall redeem all shares of Series A Preferred Stock outstanding on June 30, 1998 (the "Mandatory Redemption Date") at a price of \$510.00 per share plus all declared but unpaid and accumulated but unpaid dividends thereon to the Mandatory Redemption Date (the "Mandatory Redemption Price").

(b) Not less than 30 days nor more than 60 days prior to the Mandatory Redemption Date, written notice (the "Mandatory Redemption Notice") shall be mailed, first class postage prepaid, or sent by overnight courier service, to each holder of record on such notice date of the Series A Preferred Stock at his post office address last shown on the records of the Corporation. The Mandatory Redemption Notice shall state: (i) the number of shares of the Series A Preferred Stock being redeemed from each such holder on the Mandatory Redemption Date; (ii) the Mandatory Redemption Date and the Mandatory Redemption Price; and (iii) that the holder is to surrender to the Corporation, in the manner and at the place designated, the certificate

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or certificates representing the shares of Series A Preferred Stock to be redeemed. If the holder is to surrender certificates to a bank or trust company described in subparagraph (c) below, the notice shall so specify.

(c) On or before the Mandatory Redemption Date, each holder of shares of Series A Preferred Stock being redeemed shall surrender the certificate or certificates representing such shares to the Corporation, in the manner and at the place designated in the Mandatory Redemption Notice, and thereupon the Mandatory Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. If a certificate is surrendered and all the shares evidenced thereby are not being redeemed (as described below), the Corporation shall cause shares of Series A Preferred Stock which are not being redeemed to be registered in the name of the person whose name appears as the owner on the surrendered certificates and deliver such certificates to such persons.

(d) If the Mandatory Redemption Notice shall have been duly given, and if on the Mandatory Redemption Date the Mandatory Redemption Price is either paid or made available for payment through the deposit arrangement specified in subsection (e) below, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred Stock shall not have been surrendered, the dividends with respect to such shares shall cease to accrue after the Mandatory Redemption Date and all rights with respect to such shares shall forthwith after the Mandatory Redemption Date terminate, except only the right of the holders to receive the Mandatory Redemption Price upon surrender of their certificate or certificates therefor (and a certificate for the balance of such shares evidenced by such surrendered certificates which are not being redeemed).

(e) On or prior to the Mandatory Redemption Date, the Corporation shall deposit with any bank or trust company in Minneapolis, Minnesota, having a capital and surplus of at least \$10,000,000 as a trust fund, a sum equal to the aggregate Mandatory Redemption Price of all shares of Series A Preferred Stock called for redemption and not yet redeemed, with irrevocable instructions and authority to the bank or trust company to pay, on or after the Mandatory Redemption Date or prior thereto, the Mandatory Redemption Price to the respective holders upon the surrender of their share certificates. The deposit shall constitute full payment of the shares to their holders, and from and after the date of the deposit the shares shall be deemed to be no longer outstanding, and the holders thereof shall cease to be shareholders with respect to such shares and shall have no rights with respect thereto except the rights to receive from the bank or trust company payment of the Mandatory Redemption Price of the shares, without interest, upon surrender of their certificates therefor. Any funds so deposited and unclaimed at the end of one year from the Mandatory Redemption Date shall be released or repaid to the Corporation, after which the holders of shares called for redemption shall be entitled to receive payment of the Mandatory Redemption Price only from the Corporation.

(B) Optional Redemption.

(a) The Corporation may, at its option, at any time prior to the Mandatory Redemption Date, redeem all, or any number less than all, of the outstanding shares of Series A Preferred Stock. Any redemption of shares of Series A Preferred Stock shall be effected at \$510.00 per share plus, in each case, an amount equal to all dividends (whether or not declared or due) accrued and unpaid on such shares of Series A Preferred Stock to the date fixed for redemption.

(b) Notice of any proposed optional redemption of shares of Series A Preferred Stock shall be given by the Corporation by mailing a copy of such notice no less than 30 days nor more than 60 days prior to the date fixed for such redemption to holders of record of the shares of Series A Preferred Stock to be redeemed at their respective addresses appearing on the books of the Corporation. Said notice shall specify (i) the shares called for redemption, (ii) the redemption price, (iii) the place at which and the date on which the shares called for redemption will, upon presentation and surrender of the certificates of stock evidencing such shares, be redeemed. In the case of the redemption of less than all the outstanding shares of Series A Preferred Stock, the Corporation shall redeem shares ratably from the holders of the Series A Preferred Stock. From and after the date fixed in any such notice as the date of redemption of shares of Series A Preferred Stock, unless default shall be made by the Corporation in providing moneys at the time and place specified for the payment of the redemption price (including any accrued and unpaid dividends) pursuant to such notice, all dividends on the Series A Preferred Stock thereby called for redemption shall cease to accrue, such shares of Series A Preferred Stock shall no longer be deemed to be outstanding and all rights of the holders thereof as shareholders of the Corporation, except the right to receive the redemption price, shall cease and terminate.

(C) General.

The holder of any shares of Series A Preferred Stock to be redeemed shall be entitled to receive payment of the redemption price for such shares until such holder causes to be delivered to the place specified in the notice given with respect to such redemption (i) the certificates representing such shares of Series A Preferred Stock and (ii) transfer instrument(s) satisfactory to the Corporation and sufficient to transfer such shares of Series A Preferred Stock to the Corporation free of any adverse interest. No interest shall accrue on the redemption price of any share of Series A Preferred Stock after the date fixed for its redemption.

5. Liquidation Rights. In the event of any Liquidation, after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of the Series A Preferred Stock shall be entitled to receive out of the assets of the Corporation available for distribution to shareholders, the amount of \$510.00 per share (such amount to be adjusted proportionately in the event the shares of Series A Preferred Stock are subdivided into a greater number or combined into a lesser number), plus all declared but unpaid and accumulated but unpaid dividends thereon to the date of such Liquidation, before any payment or distribution shall be made on

the Common Stock or the Series B Preferred Stock. After the payment to the holders of the shares of the Series A Preferred Stock of the full preferential amounts provided for in this Section, the holders of the Series A Preferred Stock as such shall have no right or claim to any of the remaining assets of the Corporation. If upon any Liquidation, the assets to be distributed to the holders of Series A Preferred Stock shall be insufficient to permit the payment to such shareholders of the full preferential amount aforesaid, then all of the assets of the Corporation available for distribution to the holders of Series A Preferred Stock shall be distributed ratably in accordance with the amount payable with respect to each share.

6. Status of Acquired Shares. All shares of Series A Preferred Stock which shall at any time be acquired by the Corporation by reason of redemption or otherwise shall be retired.

7. Amendments. These amended and restated Articles of Incorporation of the Corporation shall not be amended, altered or repealed in any manner which would adversely alter or change the powers, preferences or special rights of the Series A Preferred Stock without the affirmative vote or consent of the holders of a majority of the outstanding shares of such series, voting separately as a series; provided, that, any increase in the authorized Preferred Stock or the creation and issuance of any other class or series of Preferred Stock ranking junior to the Series A Preferred Stock as to redemption rights, payment of dividends and upon liquidation, dissolution or winding up or any decrease in the number of authorized shares which constitute the Preferred Stock (but not below the number of shares thereof then outstanding) shall not be deemed to adversely alter or change such powers, preferences or special rights with respect to the Series A Preferred Stock.

SECTION III. SERIES B PREFERRED STOCK

1. Rank. As to distributions upon Liquidation, as herein provided, the shares of Series B Preferred Stock shall rank senior to the Common Stock and junior to the Series A Preferred Stock.

2. Voting Rights. Except as otherwise required by law, each share of Series B Preferred Stock shall entitle the holder thereof to vote on each matter submitted to a vote of the shareholders of the Corporation and to have the number of votes equal to the number of shares of Common Stock into which such share of Series B Preferred Stock is then convertible pursuant to the provisions hereof at the record date for the determination of shareholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken or any written consent of shareholders is solicited. Except as otherwise required by law, the holders of shares of Common Stock and Series B Preferred Stock shall vote together and not as separate classes.

3. Dividends. (a) The holders of shares of Series B Preferred Stock shall be entitled to receive, when and as declared by the Board of Directors of the Corporation or an Authorized Board Committee, out of funds legally available for the

payment of dividends, cumulative dividends in the amount of \$.25 per share per calendar quarter (such amount to be adjusted proportionately in the event the shares of Series B Preferred Stock are subdivided into a greater number or combined into a lesser number). For shares issued on other than the first day of a calendar quarter, dividends per share for such quarter shall be determined by multiplying \$.25 times a fraction, the numerator of which is the number of days during such quarter the shares were outstanding, and the denominator of which is the total number of days in such quarter. The holders of Series B Preferred Stock shall not be entitled to receive any additional dividends with respect to the Series B Preferred Stock. Dividends on the shares of Series B Preferred Stock shall accrue and be cumulative commencing on the date of issuance with respect to any issuance of shares of Series B Preferred Stock; provided however, that for shares of Series B Preferred Stock issued upon conversion of shares of Series A Convertible Preferred Stock, \$.001 par value per share (the "FCI Series A Stock"), of Finance and Commerce, Inc., a Delaware corporation ("FCI"), pursuant to that certain Agreement and Plan of Merger of the Corporation and API dated 3/4, 1994, dividends shall accrue and be cumulative commencing on the date of issuance of such shares of FCI Series A Stock. On June 30, 1998 (the "Initial Dividend Date"), all dividends accumulated through and including the Initial Dividend Date shall be paid. After the Initial Dividend Date, dividends shall be payable quarterly on the last day of March, June, September and December each year (each, including the Initial Dividend Date, a "Series B Dividend Payment Date" or collectively, "Series B Dividend Payment Dates"). If the Initial Dividend Date or any Series B Dividend Payment Date is not a Business Day, then such dividend shall be payable on the next succeeding Business Day and such next succeeding Business Day shall be the Series B Dividend Payment Date. Dividends will be payable to shareholders of record on the record date, which shall be not more than 45 days nor less than 10 days preceding such Series B Dividend Payment Date, fixed for such purpose by the Board of Directors or an Authorized Board Committee in advance of each particular Series B Dividend Payment Date. Dividends paid on shares of Series B Preferred Stock in an amount less than the total amount of such dividends at the time accumulated and payable on such shares (including the dividends payable in the Initial Dividend Date) shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding.

(b) Notwithstanding the foregoing subparagraph (a), so long as any shares of Series A Preferred Stock are outstanding, no dividends shall be paid or any other distribution made upon the Series B Preferred Stock, nor shall any Series B Preferred Stock be redeemed, purchased or otherwise acquired for any consideration by the Corporation. The foregoing provisions shall not prohibit the conversion of Series B Preferred Stock into shares of Common Stock at any time.

4. Redemption.

(A) Mandatory Redemption.

(a) The Corporation shall redeem all shares of Series B Preferred Stock outstanding on March 1, 1999 (the "Series B Mandatory Redemption Date") at a price of \$10.00 per share (such amount to be adjusted proportionately in the event the

shares of Series B Preferred Stock are subdivided into a greater number or combined into a lesser number) plus, in each case, an amount equal to all dividends (whether or not declared or due) accrued and unpaid thereon to the Series B Mandatory Redemption Date (the "Series B Mandatory Redemption Price").

(b) Not less than 30 days nor more than 60 days prior to the Series B Mandatory Redemption Date, written notice (the "Series B Mandatory Redemption Notice") shall be mailed, first class postage prepaid, or sent by overnight courier service, to each holder of record on such notice date of the Series B Preferred Stock at his address last shown on the records of the Corporation. The Series B Mandatory Redemption Notice shall state: (i) the number of shares of the Series B Preferred Stock being redeemed from each such holder on the Series B Mandatory Redemption Date; (ii) what the Series B Mandatory Redemption Date and the Series B Mandatory Redemption Price are; and (iii) that the holder is to surrender to the Corporation, in the manner and at the place designated, the certificate or certificates representing the shares of Series B Preferred Stock to be redeemed.

(c) On or before the Series B Mandatory Redemption Date, each holder of shares of Series B Preferred Stock being redeemed shall surrender the certificate or certificates representing such shares (such certificate(s) to be accompanied by transfer instrument(s) reasonably satisfactory to the Corporation and sufficient to transfer such shares free of any adverse interest) to the Corporation, in the manner and at the place designated in the Series B Mandatory Redemption Notice, and thereupon the Series B Mandatory Redemption Price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be canceled and retired. If a certificate is surrendered and all the shares evidenced thereby are not being redeemed (as described below), the Corporation shall cause shares of Series B Preferred Stock which are not being redeemed to be registered in the name of the person whose name appears as the owner on the surrendered certificates and deliver such certificates to such persons.

(d) If the Series B Mandatory Redemption Notice shall have been duly given, and if no default in the payment of the Series B Mandatory Redemption Price has occurred, then notwithstanding that the certificates evidencing any of the shares of Series B Preferred Stock shall not have been surrendered, the dividends with respect to such shares shall cease to accrue after the Series B Mandatory Redemption Date and all rights with respect to such shares shall forthwith after the Series B Mandatory Redemption Date terminate, except only the right of the holders to receive the Series B Mandatory Redemption Price upon surrender of their certificate or certificates therefor (and a certificate for the balance of such shares evidenced by such surrendered certificates which are not being redeemed). No interest shall accrue on the redemption price of any share of Series B Preferred Stock after the date fixed for its redemption.

(e) If the funds of the Corporation legally available therefor shall be insufficient to discharge such redemption requirement in full, funds to the extent

legally available for such purpose shall be used to redeem Series B Preferred Stock as follows. The maximum number of full shares of Series B Preferred Stock that can be redeemed with such funds shall be redeemed ratably from the holders of the Series B Preferred Stock. The Series B Mandatory Redemption Notice shall specify the number of shares of Series B Preferred Stock to be redeemed from each holder. Thereafter, the Corporation shall redeem shares of Series B Preferred Stock ratably from the holders thereof as funds legally available therefor become available on a quarterly basis and supplementary redemption notices containing information similar to the Series B Mandatory Redemption Notice shall be delivered to holders of Series B Preferred Stock. Such supplementary Series B Mandatory Redemption Notices shall specify supplementary Series B Mandatory Redemption Dates which shall be not less than 30 nor more than 60 days after the date of such notice. Dividends shall continue to accumulate on shares of Series B Preferred Stock at the rate specified herein until funds sufficient to redeem such shares become available, are set aside as aforesaid and a supplementary Series B Mandatory Redemption Notice with respect to such shares is delivered to the holders of such shares.

(B) Optional Redemption.

(a) The Corporation may, at its option, at any time, redeem all, or any number less than all, of the outstanding shares of Series B Preferred Stock. Any redemption of shares of Series B Preferred Stock shall be effected at \$10.00 per share (such amount to be adjusted proportionately in the event the shares of Series B Preferred Stock are subdivided into a greater number or combined into a lesser number) plus, in each case, an amount equal to all dividends (whether or not declared or due) accrued and unpaid on such shares of Series B Preferred Stock to the date fixed for redemption.

(b) Notice of any proposed optional redemption of shares of Series B Preferred Stock shall be given by the Corporation by mailing a copy of such notice no less than 30 days nor more than 60 days prior to the date fixed for such redemption to holders of record of the shares of Series B Preferred Stock to be redeemed at their respective addresses appearing on the books of the Corporation. Said notice shall specify (i) the shares called for redemption, (ii) the redemption price, (iii) the place at which and the date on which the shares called for redemption will, upon presentation and surrender of the certificates of stock evidencing such shares, be redeemed. In the case of the redemption of less than all the outstanding shares of Series B Preferred Stock, the Corporation shall redeem shares ratably from the holders of the Series B Preferred Stock. From and after the date fixed in any such notice as the date of redemption of shares of Series B Preferred Stock, unless default shall be made by the Corporation in the payment of the redemption price (including any accrued and unpaid dividends), all dividends on the Series B Preferred Stock thereby called for redemption shall cease to accrue, such shares of Series B Preferred Stock shall no longer be deemed to be outstanding and all rights of the holders thereof as shareholders of the Corporation, except the right to receive the redemption price, shall cease and terminate.

(c) The holder of any shares of Series B Preferred Stock redeemed upon any exercise of the Corporation's optional redemption right shall not be entitled to receive payment of the redemption price for such shares until such holder shall cause to be delivered to the place specified in the notice given with respect to such redemption (i) the certificates representing such shares of Series B Preferred Stock and (ii) transfer instrument(s) reasonably satisfactory to the Corporation and sufficient to transfer such shares of Series B Preferred Stock to the Corporation free of any adverse interest. No interest shall accrue on the redemption price of any share of Series B Preferred Stock after the date fixed for its redemption.

5. Conversion of Series B Preferred Stock. The holders of the Series B Preferred Stock shall have the following conversion rights:

(a) Each share of Series B Preferred Stock shall be convertible, without the payment of any additional consideration, at the option of the holder thereof, at any time after the date of issuance of such share and prior to the date such share has been called for redemption (unless default has occurred in the payment of the redemption price), at the office of the Corporation or any transfer agent for Series B Preferred Stock into the number of fully paid and non-assessable shares of Common Stock determined as hereafter provided.

(b) Each share of Series B Preferred Stock shall be convertible into one share of Common Stock (such conversion ratio to be adjusted appropriately in the event the shares of Series B Preferred Stock or Common Stock are subdivided into a greater number or combined into a lesser number by any means or method).

(c) Except as otherwise provided herein, before any holder of Series B Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series B Preferred Stock or Common Stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the number of shares of Series B Preferred Stock being converted. Thereupon the Corporation shall promptly deliver at such office to such holder of Series B Preferred Stock a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled, a certificate for the balance of such shares of Series B Preferred Stock evidenced by such surrendered certificates which are not being converted. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series B Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock after such time.

(d) If at any time or from time to time, as a result of a capital reorganization or reclassification (other than a subdivision, combination, stock dividend or other distribution), or a merger or consolidation of the Corporation with or into another corporation or other entity, the Common Stock issuable upon the conversion

of the Series B Preferred Stock shall be changed into or exchanged for the same or a different number of shares of any class or classes of stock of the Corporation, or other securities convertible into such shares, then, as a part of such reorganization, reclassification or merger, provision shall be made so that the holders of Series B Preferred Stock shall thereafter be entitled to receive, upon conversion of the Series B Preferred Stock, the number of shares of stock or other securities to which a holder of the Common Stock deliverable upon conversion of the Series B Preferred Stock immediately prior to such reorganization, reclassification or merger would have been entitled to receive upon such capital reorganization, reclassification, merger or consolidation.

(e) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Series B Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock, and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series B Preferred Stock, the Corporation will take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(f) The Corporation will pay all taxes and other governmental charges that may be imposed in respect of the issue or delivery of shares of Common Preferred Stock upon conversion of shares of Series B Preferred Stock. Upon conversion of each share of Series B Preferred Stock, the Corporation will take all such actions as are necessary in order to insure that the Common Stock issuable with respect to such conversion will be validly issued, fully paid and non-assessable. The Corporation will not close its books against the transfer of shares of Series B Preferred Stock issued or issuable (whether from authorized shares or the treasury of the Corporation) upon conversion of shares of Series B Preferred Stock in any manner which interferes with the timely conversion of shares of Series B Preferred Stock.

(g) Dividends shall cease to accrue on shares of Series B Preferred Stock on the date such shares are converted into shares of Common Stock. Dividends accrued but unpaid through the conversion date on such converted shares of Series B Preferred Stock shall, on the first Series B Dividend Payment Date following such conversion date, be paid to the persons or entities that held such converted Series B Preferred Stock immediately prior to conversion.

8. Liquidation Rights. In the event of any Liquidation, after payment or provision for payment of the debts and other liabilities of the Corporation and the preferential amounts that the holders of Series A Preferred Stock are entitled to receive upon liquidation, the holders of the Series B Preferred Stock shall be entitled to receive out of the assets of the Corporation available for distribution to shareholders, the amount of \$10.00 per share (such amount to be adjusted proportionately in the event the shares of Series B Preferred Stock are subdivided into a greater number or

combined into a lesser number), plus all declared but unpaid and accumulated but unpaid dividends thereon to the date of such Liquidation, before any payment or distribution shall be made on the Common Stock. After the payment to the holders of the shares of the Series B Preferred Stock of the full preferential amounts provided for in this Section, the holders of the Series B Preferred Stock as such shall have no right or claim to any of the remaining assets of the Corporation. If upon any Liquidation, the assets to be distributed to the holders of Series B Preferred Stock shall be insufficient to permit the payment to such shareholders of the full preferential amount aforesaid, then all of the assets of the Corporation available for distribution to the holders of Series B Preferred Stock shall be distributed ratably in accordance with the amount payable with respect to each share.

7. Status of Acquired Shares. All shares of Series B Preferred Stock which shall at any time be acquired by the Corporation by reason of redemption or otherwise shall be retired.

FIFTH: No shareholder of this Corporation shall be entitled to any cumulative voting rights.

SIXTH: No shareholder of this Corporation shall have any preferential, preemptive or other rights to subscribe for, purchase or acquire any shares of the Corporation of any class, whether unissued or now or hereafter authorized, or any obligations or other securities convertible into or exchangeable for any such shares.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is, by action of the full Board of Directors, expressly authorized to adopt, amend or repeal the by-laws of the Corporation.

EIGHTH: The Corporation reserves the right to amend, alter or repeal any provision contained in these amended and restated Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the shareholder herein are granted subject to this reservation.

NINTH: Each person who is or was a director or officer of the Corporation and each person who serves or served at the request of the Corporation as a director, officer or partner of another enterprise shall be indemnified, and such person shall have such person's expenses advanced, by the Corporation in accordance with, and to the fullest extent authorized or permitted by, the Minnesota Business Corporation Act as the same now exists or may be hereafter amended. No amendment to or repeal of this Article NINTH shall apply to or have any effect on the rights of any individual referred to in this Article NINTH for or with respect to acts or omissions of such individual occurring prior to such amendment or repeal.

TENTH: These amended and restated Articles of Incorporation of the Corporation shall constitute a restatement of and shall supersede the Articles of Incorporation of the Corporation, as amended.

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IN WITNESS WHEREOF, the Corporation has caused these amended and restated Articles of Incorporation to be signed by its President on March 4, 1994.

ANDRUS PUBLISHING, INC.

By: James P. Dolan
James P. Dolan, President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
MAR 11 1994
Janet Anderson Howe
Secretary of State

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