

07-22-1999



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7-19-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other  In certain cases, also a Release of Security Interest pursuant to the

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Jones Education Company

02/12/99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization Colorado

Receiving Party

Mark if additional names of receiving parties attached

Name Jones International, Ltd.

DBA/AKA/TA

Composed of

Address (line 1) 9697 E. Mineral Avenue

Address (line 2) Englewood, CO 80112

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Colorado

FOR OFFICE USE ONLY

07/21/1999 MTHAI1 00000195 75389095

01 FC:481  
02 FC:482

40.00 DP  
375.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/389,095"/>	<input type="text" value="75/154,711"/>	<input type="text" value="75/533,012"/>	<input type="text" value="1,944,225"/>	<input type="text" value="2,158,392"/>	<input type="text" value="2,226,945"/>
<input type="text" value="75/502,433"/>	<input type="text" value="75/532,974"/>	<input type="text" value="75/483,128"/>	<input type="text" value="2,117,994"/>	<input type="text" value="2,160,116"/>	<input type="text"/>
<input type="text" value="75/271,924"/>	<input type="text" value="75/556,147"/>	<input type="text" value="75/389,094"/>	<input type="text" value="2,131,423"/>	<input type="text" value="2,187,650"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lorri Ellis, Assistant Secretary  
Name of Person Signing

  
Signature

7/14/99  
Date Signed

ARTICLES OF MERGER  
OF  
JONES EDUCATION COMPANY  
AND  
JONES INTERNATIONAL, LTD.

FILED - CUSTOMER COPY  
MICHELLE BRUNLEY  
COLORADO SECRETARY OF STATE

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\$ 75.00  
SECRETARY OF STATE  
02-12-1999 15:44:46

Pursuant to the provisions of Section 7-111-105 of the Colorado Business Corporation Act, the undersigned officers of Jones Education Company, a Colorado corporation ("JEC"), and Jones International, Ltd., a Colorado corporation ("Jones"), hereby execute the following Articles of Merger:

1. Attached hereto as Exhibit A and incorporated herein in its entirety is the Agreement and Plan of Complete Liquidation (the "Agreement") between JEC and Jones. The Agreement provides that JEC shall be merged with and into Jones, that Jones shall be the surviving corporation (the "Surviving Corporation"), pursuant to the terms and conditions set forth therein.

2. JEC has authorized capital stock consisting of 20,000,000 shares of Class A Common Stock, \$.01 par value per share, and 10,000 shares of Class B Common Stock, \$.01 par value per share ("JEC Stock"), of which 7,332 shares of Class A Common Stock and 7,332 shares of Class B Common Stock are issued and outstanding. The Agreement was approved by unanimous written consent of the sole shareholder of JEC in lieu of a meeting as of February 4, 1999, which consent was sufficient for approval of the merger.

3. The shareholders of Jones, as the surviving corporation, are not required to approve the Agreement pursuant to Section 7-111-103(7) of the Colorado Business Corporation Act.

4. The merger of JEC with and into Jones shall become effective at the time when these Articles are filed with the Secretary of State of the State of Colorado.

JONES EDUCATION COMPANY,  
a Colorado corporation

By Elizabeth M. Steele  
Elizabeth M. Steele  
Vice President

JONES INTERNATIONAL, LTD.,  
a Colorado corporation

By Glenn R. Jones  
Glenn R. Jones  
President

40556

AGREEMENT AND PLAN OF COMPLETE LIQUIDATION

This AGREEMENT AND PLAN OF COMPLETE LIQUIDATION is entered into as of the 4th day of February, 1999 by and between JONES EDUCATION COMPANY, a Colorado corporation ("JEC"), and JONES INTERNATIONAL, LTD., a Colorado corporation ("Jones" or "Surviving Corporation").

RECITALS

A. JEC is a corporation duly organized and existing under the laws of the State of Colorado, having been incorporated on April 16, 1990, by Articles of Incorporation filed with the Secretary of State of the State of Colorado on that date.

B. Jones is a corporation duly organized and existing under the laws of the State of Colorado, having been incorporated on September 8, 1969, by Articles of Incorporation filed with the Secretary of State of the State of Colorado on that date.

C. JEC has authorized capital stock consisting of 20,000,000 shares of Class A Common Stock, \$.01 par value per share, and 10,000 shares of Class B Common Stock, \$.01 par value per share ("JEC Stock"), of which 7,332 shares of Class A Common Stock and 7,332 shares of Class B Common Stock are issued and outstanding and 100% owned by Jones.

D. Jones has authorized capital consisting of 20,000 shares of Common Stock, \$.01 par value per share ("Jones Stock"), of which 10,398 shares are issued and outstanding and owned 100% by Mr. Glenn R. Jones, a Colorado resident.

E. The respective Board of Directors and shareholders of JEC and Jones have determined that it is advisable that JEC be merged with and into Jones on the terms and conditions of this Agreement and have approved such merger.

## AGREEMENT

In consideration of the mutual covenants, agreements, representations and warranties herein contained, it is agreed that, in accordance with the applicable statutes of the State of Colorado, JEC shall be, at the Effective Time of the merger (as set forth in Article V hereof), merged into Jones, which shall be designated as the Surviving Corporation, and that the terms and conditions of such merger and mode of carrying it into effect shall be as follows:

### ARTICLE I

Articles of Incorporation of Surviving Corporation. From and after the Effective Time of the merger, the Articles of Incorporation of Jones shall be the Articles of Incorporation of the Surviving Corporation, until thereafter amended as provided by law. The merger shall not in any respect amend the Articles of Incorporation of Jones.

### ARTICLE II

Effect of Merger. At the Effective Time of the merger, JEC shall be merged into Jones, the separate existence of JEC shall cease and Jones shall continue in existence as the Surviving Corporation and succeed to and possess title to all real estate and other property owned by JEC, and all liabilities of JEC shall be transferred to and vested in Jones, all without further act or deed, as provided in Section 7-111-106 of the Colorado Business Corporation Act.

### ARTICLE III

Cancellation of JEC's Stock. At the Effective Time of the merger (a) each share of JEC's Stock issued and outstanding immediately prior to the merger (all of which are owned by Jones), and all rights in respect thereof, shall forthwith be surrendered and be cancelled and no securities of Jones shall be issued in respect thereof; and (b) the Jones Stock issued and outstanding immediately prior to the merger shall not be converted or exchanged by virtue of the merger, and no new shares of the capital stock of Jones shall be issued by reason of the merger.

## ARTICLE IV

### Bylaws, Directors and Officers.

(a) At the Effective Time of the merger, the Bylaws of Jones shall be and become the Bylaws of the Surviving Corporation until altered, amended or repealed.

(b) At the Effective Time of the merger, the directors and officers of Jones shall be and become the directors and officers of the Surviving Corporation.

## ARTICLE V

Effective Time. This Agreement and related Articles of Merger shall be filed and recorded in accordance with the laws of the State of Colorado as soon as practicable after approval by the shareholders of Jones and JEC as provided by the applicable laws of the State of Colorado. The time of filing of such Articles of Merger shall be the Effective Time of the merger.

## ARTICLE VI

Abandonment. JEC and Jones hereby agree that the merger may be abandoned by either JEC or Jones, upon notice to the other party at any time prior to the Effective Time of the merger.

## ARTICLE VII

Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, JEC and Jones, each pursuant to the approval and authority duly given by resolutions adopted by their respective

Boards of Directors, have each caused this Agreement to be executed as of the day and year first written above

JONES EDUCATION COMPANY,  
a Colorado corporation

By *Elizabeth M. Steele*  
Elizabeth M. Steele  
Vice President

(SEAL)

By *Lorri Ellis*  
Lorri Ellis  
Assistant Secretary

JONES INTERNATIONAL LTD.,  
a Colorado corporation

By *Glenn R. Jones*  
Glenn R. Jones  
President

(SEAL)

By *Lorri Ellis*  
Lorri Ellis  
Assistant Secretary

39852