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To

07-27-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #54

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original documents or copy thereof.

1. Name of conveying party(ies):

GLS, Inc.  
7-27-99

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 28, 1999

2. Name and address of receiving party(ies)

Name: Matthew Bender Properties Inc.

Internal Address: Suite 900

Street Address: 1105 North Market St.

City: Wilmington State: DE ZIP: 19801

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,145,126	1641237	1608224
2,105,568	1616532	846,717
2,114,708	1642050	2,178,534
	2,178,592	

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Renee Simonton

Internal Address:

Bred Elsevier Intellectual Property  
Management Services Inc.

Street Address: 1105 North Market St.

City: Wilmington State: DE ZIP: 19801

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/29/1999 HTHAI1 00000303 2145126

DO NOT USE THIS SPACE

01 FC:441

40.00 00

02 FC:442

225.00 00

9. 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.

Renee Simonton  
Name of Person Signing

Renee Simonton  
Signature

Date

Total number of pages including cover sheet, attachments, and document:

Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER OF "MATTHEW BENDER PROPERTIES INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JUNE, A.D. 1999, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF JUNE, A.D. 1999.



3060198 8100

991265797

A handwritten signature in cursive script, reading "Edward J. Freel".

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Edward J. Freel, Secretary of State

9838042

AUTHENTICATION:

06-29-99

DATE:

STATE OF DELAWARE  
CERTIFICATE OF MERGER

Merging  
GLS, Inc.  
into  
Matthew Bender Properties Inc.

(Pursuant to Section 252 of the General Corporation Law of Delaware)

Matthew Bender Properties Inc., a corporation incorporated in the State of Delaware on June 23, 1999 (hereinafter the "Corporation"), pursuant to the provisions of the General Corporation Law of the State of Delaware,

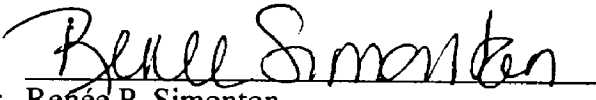
DOES HEREBY CERTIFY that:

1. The constituent business corporations participating in the merger herein certified are:
  - (i) GLS, Inc. which is incorporated under the laws of the State of California and which has authorized capitalization of 100 shares of common stock, no par value per share, of which 100 shares are issued and outstanding as of the date hereof and
  - (i) Matthew Bender Properties Inc. which is incorporated under the laws of the State of Delaware and which has authorized capitalization of 1,000 shares of common stock, \$0.01 par value per share, of which 1,000 shares are issued and outstanding as of the date hereof.
2. A Plan and Agreement of Merger (which is attached hereto as Exhibit A thus forming a part of this Certificate of Merger) (herein the "Plan and Agreement of Merger") has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of Section 252(c) of the General Corporation Law of the State of Delaware.
3. The name of the surviving corporation in the merger herein certified is Matthew Bender Properties Inc., which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.
4. The Certificate of Incorporation of Matthew Bender Properties Inc., as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.
5. The executed Plan and Agreement of Merger between the aforesaid constituent corporations is on file at the office of the aforesaid surviving corporation, the address of which is as follows: 1105 North Market Street, Wilmington, Delaware 19801.

6. A copy of the Plan and Agreement of Merger will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of the aforesaid constituent corporations.
7. The Plan and Agreement of Merger between the aforesaid constituent corporations provides that the merger herein certified shall be effective on June 30, 1999.

IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be affixed hereto and this certificate to be signed by an authorized officer of the Corporation, this 28<sup>th</sup> day of June 1999.

Matthew Bender Properties Inc.

By:   
Name: Renée P. Simonton  
Title: President

**PLAN AND AGREEMENT OF MERGER**

This Plan and Agreement of Merger is entered into this 28<sup>th</sup> day of June 1999 to become effective on the Effective Date (as hereinafter defined), by and among GLS, Inc., a California corporation (herein "GLS, Inc.") and Matthew Bender Properties Inc., a Delaware corporation (herein "Matthew Bender Properties Inc."),

**WITNESSETH:**

**WHEREAS**, GLS, Inc. is a corporation duly organized and validly existing under California law and has authorized capitalization of 100 shares of common stock, no par value per share, of which 100 shares are issued and outstanding as of the date hereof; and

**WHEREAS**, Matthew Bender Properties Inc. is a corporation duly organized and validly existing under Delaware law and has an authorized capitalization which consists of 1,000 shares of common stock, \$0.01 par value per share, of which 1,000 shares are issued and outstanding as of the date hereof; and

**WHEREAS**, in all respects, and subject to the approval of the sole shareholders of GLS, Inc. and Matthew Bender Properties Inc., the respective Boards of Directors of GLS, Inc. and Matthew Bender Properties Inc. deem it advisable and to the advantage, welfare and best interests of such corporations and the shareholders of each such corporation to merge GLS, Inc. with and into Matthew Bender Properties Inc. pursuant to the provisions of the General Corporation Law of California and the General Corporation Law of Delaware (sometimes hereinafter referred to collectively as the "General Corporation Laws") upon the terms and conditions hereinafter set forth:

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreement of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Plan and Agreement of Merger and terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth herein, are hereby determined and agreed upon for submission to the sole shareholders of GLS, Inc. and Matthew Bender Properties Inc., as required by the provisions of the General Corporation Laws.

1. **Merger.** Upon the terms and subject to the conditions hereof and in compliance with the provisions of the General Corporation Laws, GLS, Inc. (sometimes hereinafter referred to as the "Terminating Corporation") shall, on the Effective Date (as hereinafter defined), be merged with and into Matthew Bender Properties Inc. which shall be the surviving corporation and which shall continue to exist as the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation") under the name "Matthew Bender Properties Inc." to be governed by the provisions of the General Corporation Law of Delaware. The separate existence of GLS, Inc. shall cease on the Effective Date in accordance with the provisions of General Corporation Law.
2. **Certificate of Incorporation.** The Certificate of Incorporation of Matthew Bender Properties Inc. in force and effect immediately prior to the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation and shall continue in full force and effect until altered, amended or changed in the manner prescribed by the provisions of the General Corporation Law of Delaware.

3. **By-Laws.** The By-Laws of Matthew Bender Properties Inc., as in force and effect immediately prior to the Effective Date, shall be the By-Laws of the Surviving Corporation and shall continue in full force and effect until altered, amended or changed as therein provided and in the manner prescribed by the provisions of the General Corporation Law of Delaware.
4. **Board of Directors.** From and after the Effective Date, the Directors of Matthew Bender Properties Inc. as in office immediately prior to the Effective Date shall be the Directors of the Surviving Corporation to hold such office, subject to the provisions of the General Corporation Law of Delaware and Certificate of Incorporation and By-Laws of the Surviving Corporation, until their successors are duly elected and qualified.
5. **Officers.** From and after the Effective Date, the officers of Matthew Bender Properties Inc. as in office immediately prior to the Effective Date shall be the officers of the Surviving Corporation to hold such offices, subject to the provisions of the General Corporation Law of Delaware and the Certificate of Incorporation and By-Laws of the Surviving Corporation, until their successors are duly elected and qualified.
6. **Purposes.** The Surviving Corporation is empowered to transact any and all lawful business for which corporations may be incorporated under the laws of the State of Delaware and the purposes for which the Surviving Corporation is organized are as described in Matthew Bender Properties Inc.'s Certificate of Incorporation, as may be amended, as in force and effect immediately prior to the Effective Date.
7. **Cancellation of Shares.** As of the Effective Date and by virtue of the merger and without any action on the part of the sole shareholder of the Terminating Corporation, all of the issued and outstanding shares of capital stock of the Terminating Corporation shall be cancelled and cease to exist. As of the Effective Date, the authorized capitalization of the Surviving Corporation shall consist of 1,000 shares of common stock, \$0.01 par value per share, and each issued and outstanding share of common stock, \$0.01 par value per share, of Matthew Bender Properties Inc. shall continue to represent one share of common stock, \$0.01 par value per share, of the Surviving Corporation.
8. **Shareholder Action.** GLS, Inc. and Matthew Bender Properties Inc. agree that they shall cause this Plan and Agreement of Merger to be submitted to each corporation's respective sole shareholder for approval as required and in the manner prescribed by the provisions of the General Corporation Laws.
9. **Effective Date.** The Certificate of Merger will be executed and filed in accordance with the General Corporation Laws, at such time as is directed by the Secretary of Matthew Bender Properties Inc. The merger shall become effective on June 30, 1999 (the "Effective Date"), provided that the Certificate of Merger has been filed with the Delaware Secretary of State on or before such date.
10. **Effect of Merger.** Upon the Effective Date of the merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature of the Terminating Corporation and the Surviving Corporation; all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action belonging to or due to the Terminating Corporation shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; title to any real estate, or any interest in real estate, or rights of any kind in any and all licenses and contracts vested in the Terminating Corporation shall not revert or be in any way impaired by reason of the merger; the Surviving Corporation shall then be liable for all the liabilities and obligations of the Terminating Corporation; any claim existing or action or proceeding pending by or against the Terminating Corporation may be prosecuted as if the merger had not taken place, and neither the rights of creditors nor any liens upon the property of the Terminating Corporation shall be impaired by the merger.

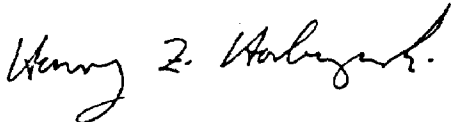
11. **Further Acts.** In the event that this Plan and Agreement of Merger shall have been fully approved on behalf of GLS, Inc. and Matthew Bender Properties Inc. in the manner prescribed by the provisions of the General Corporation Laws, GLS, Inc. and Matthew Bender Properties Inc. will cause to be executed and filed or recorded any document prescribed by the laws of the State of Delaware and the State of California and will cause to be performed all necessary acts within the State of Delaware, the State of California and elsewhere to effectuate the merger. The Boards of Directors and duly elected officers of GLS, Inc. and Matthew Bender Properties Inc., respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger.
12. **Termination and Abandonment.** Notwithstanding the approval of this Plan and Agreement of Merger and of the merger by the respective shareholders of GLS, Inc. and Matthew Bender Properties Inc.: (a) this Plan and Agreement of Merger may be terminated and the merger may be abandoned, at any time prior to the filing of the Certificate of Merger in the office of the Secretary of State of Delaware by an instrument in writing signed by an authorized officer of GLS, Inc. and Matthew Bender Properties Inc., and upon authorization of the Boards of Directors of GLS, Inc. and Matthew Bender Properties Inc., and (b) subject to applicable law, this Plan and Agreement of Merger may be amended by an instrument in writing signed by an authorized officer of GLS, Inc. and Matthew Bender Properties Inc., and upon authorization of the respective Boards of Directors, provided that no amendment shall be so made which is materially adverse to the respective shareholders of GLS, Inc. and Matthew Bender Properties Inc.
13. **Counterparts.** This Plan and Agreement of Merger may be executed in any number of counterparts and by any of the parties hereto on separate counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same documents.

IN WITNESS WHEREOF, this Plan and Agreement of Merger is duly *EXECUTED* and *ACKNOWLEDGED* by and on behalf of GLS, Inc. and Matthew Bender Properties Inc. as of the date first written above.

Attest:

GLS, Inc.

By: /s/ CHARLES P. FONTAINE  
Name: Charles P. Fontaine  
Title: Assistant Secretary

  
By:  
Name: Henry Z. Horbaczewski  
Title: Secretary

Attest:

Matthew Bender Properties Inc.

By: \_\_\_\_\_  
Name: Thomas Strauss  
Title: Assistant Secretary

By: \_\_\_\_\_  
Name: Renée P. Simonton  
Title: President

11. **Further Acts.** In the event that this Plan and Agreement of Merger shall have been fully approved on behalf of GLS, Inc. and Matthew Bender Properties Inc. in the manner prescribed by the provisions of the General Corporation Laws, GLS, Inc. and Matthew Bender Properties Inc. will cause to be executed and filed or recorded any document prescribed by the laws of the State of Delaware and the State of California and will cause to be performed all necessary acts within the State of Delaware, the State of California and elsewhere to effectuate the merger. The Boards of Directors and duly elected officers of GLS, Inc. and Matthew Bender Properties Inc., respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger.
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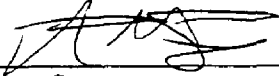
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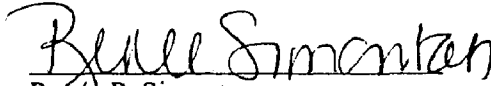
Attest: **GLS, Inc.**

By: \_\_\_\_\_  
Name: Charles P. Fontaine  
Title: Assistant Secretary

By: \_\_\_\_\_  
Name: Henry Z. Horbaczewski  
Title: Secretary

Attest: **Matthew Bender Properties Inc.**

By:   
Name: Thomas Strauss  
Title: Assistant Secretary

By:   
Name: Renee P. Simonton  
Title: President