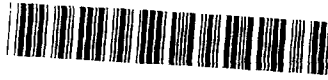


06-15-2001

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101752063

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6-8-01  
 LearnStar, Inc.  
 5699 La Place Court, Suite 100  
 Carlsbad, California 92008

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State of Delaware  
 Other \_\_\_\_\_

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


2. Name and address of receiving party(ies):  
 Name: LearnStar, L.P.  
 Internal Address: \_\_\_\_\_  
 Street Address: 13154 Coit Rd., Suite 101  
 City: Dallas State: Texas ZIP: 75240

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership Texas  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes                       No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: December 4, 1998

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark registration No.(s)  
 1,916,845 

Additional numbers attached?  Yes  No

06-08-2001  
 U.S. Patent & TMO/TM Mail Rpt Dt. #34

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Jeffrey Look  
Jenkins & Gilchrist, P.C.  
 Internal Address: \_\_\_\_\_  
 Street Address: 1445 Ross Avenue, Ste. 3200  
 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:  
10-0447  
 (Attach duplicate copy of this page if paying by deposit account)

6/15/2001 DBYRNE 00000033 1916845  
 1 FC:481 40.00 DP

DO NOT USE THIS SPACE

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.*

Jeffrey Look                      Jeffrey Look                      6/5/01  
 Name of Person Signing                      Signature                      Date

Total number of pages including recordal sheet: Seven (7)

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of December 4, 1998, is by and between LearnStar, Inc., a Delaware corporation (the "Corporation"), and LearnStar, L.P., a Texas limited partnership (the "Partnership") (the Partnership and the Corporation are sometimes collectively referred to herein as the "Constituent Entities").

### WITNESSETH:

WHEREAS, the Partnership is a limited partnership duly organized and validly existing under the laws of the State of Texas pursuant to a Certificate of Limited Partnership filed in the office of the Secretary of State of Texas on September 16, 1998; and

WHEREAS, the Corporation is a corporation duly organized and validly existing under the laws of the State of Delaware pursuant to the Certificate of Incorporation filed in the office of the Secretary of State of Delaware on June 30, 1994; and

WHEREAS, the Corporation is authorized to issue 100,000 shares of Common Stock, \$0.001 per share par value (the "Common Stock"), of which 100,000 shares are issued and outstanding as of the date of this Agreement, which shares are owned by the persons and in the quantities listed on Exhibit A hereto; and

WHEREAS, the Constituent Entities desire to effect a merger whereby the Corporation will be merged with and into the Partnership, with the Partnership being the surviving entity (the Partnership, in its capacity as the surviving entity, is sometimes referred to herein as the "Surviving Entity"), and the outstanding shares of Common Stock will be exchanged for interests in the Partnership (the "Merger"), upon the terms and conditions set forth in this Agreement;

WHEREAS, the Board of Directors of the Corporation has approved this Agreement and has directed that this Agreement be submitted to the shareholders of the Corporation for approval and adoption, and such shareholders have approved and adopted this Agreement, as required by the Texas Business Corporation Act, as amended (the "Act");

WHEREAS, the General Partner of the Partnership has approved this Agreement; and

WHEREAS, the Constituent Entities intend that, for federal tax purposes, the Merger be a contribution of all of the assets of the Corporation to the Partnership in exchange for an interest therein followed by a dissolution of the Corporation;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provisions as the parties hereto deem necessary or desirable, the parties hereto agree as follows:

**TRADEMARK**

**REEL: 002314 FRAME: 0814**

## ARTICLE ONE

1.1. In accordance with the provisions of the Act, at the Effective Time (as defined below), the Corporation shall be merged with and into the Partnership, and the Partnership, as the Surviving Entity, shall continue to exist under and be governed by the laws of the State of Texas.

1.02. Except as may otherwise be set forth in this Agreement, the existence and identity of the Partnership, as the Surviving Entity, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the corporate existence and identity of the Corporation, with all of its purposes, powers, franchises, privileges, rights and immunities, at the Effective Time, shall be merged with and into the Partnership, as the Surviving Entity, and the Surviving Entity shall be vested fully therewith, and the separate existence and identity of the Corporation shall thereafter cease except to the extent continued by statute.

## ARTICLE TWO

The Merger shall become effective upon the issuance of a Certificate of Merger by the Secretary of State of Texas in accordance with the Act. The time when the Merger shall become effective, as defined by this Article Two, is herein called the "Effective Time."

## ARTICLE THREE

3.1. The Certificate of Limited Partnership of the Partnership in effect at the Effective Time, as amended hereby, shall constitute the Certificate of Limited Partnership of the Surviving Entity until further changed as provided therein or by applicable law.

3.2. At the Effective Time, the name of the registered agent of the Partnership, as the Surviving Entity, shall remain the same. The registered office address of the Partnership, as the Surviving Entity shall remain unchanged.

3.3. The Agreement of Limited Partnership of the Partnership in effect at the Effective Time shall be the Agreement of Limited Partnership of the Surviving Entity until changed as provided therein or by applicable law.

3.4. The General Partner of the Partnership at the Effective Time shall be the General Partner of the Surviving Entity until its successor is elected and qualified in accordance with the Agreement of Limited Partnership of the Surviving Entity.

3.5. All acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Constituent Entities, their respective shareholders, partners, Board of Directors, General Partner, committees elected or appointed by their Board of Directors or

General Partner, officers and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes on and after the Effective Time as the acts, plans, policies, applications, agreements, orders, registrations, licenses, approvals and authorizations of the Surviving Entity and shall be effective and binding thereon as the same were with respect to the Constituent Entities immediately prior to the Effective Time.

#### ARTICLE FOUR

4.1. The manner and basis of exchanging the shares and obligations of the Corporation for interests in the Partnership shall be as follows:

(a) At the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof, the shares of Common Stock outstanding immediately before the Effective Time shall each be exchanged for interests in the Partnership as follows:

<u>Owner</u>	<u>Shares of Common Stock</u>	<u>Partnership Interest</u>
NewStar Educational Systems, L.P.	82,500	1% as General Partner 81.5% as Limited Partner
NTN Communcations, Inc.	17,500	17.5% as Limited Partner

The shares of Common Stock exchanged for interests in the Partnership shall be cancelled and retired and shall cease to exist and all certificates representing such shares of Common Stock shall be cancelled. (All of the holders of shares of Common Stock outstanding immediately before the Effective Time are collectively referred to in this Agreement as "Shareholders".)

(b) At the Effective Time, or as soon thereafter as is practicable, Shareholders shall surrender to the Surviving Entity or its authorized agent for cancellation all certificates that immediately prior thereto represented shares of Common Stock ("Pre-Merger Certificates"), and thereafter shall have no other rights with respect to the certificate or certificates surrendered. Until so surrendered, Pre-Merger Certificates shall be deemed for all purposes to represent, subject to the other provisions of this Article Four, the right to receive the consideration for which such shares of Common Stock shall have been exchanged as provided in this Agreement.

(c) From and after the Effective Time, the stock transfer books of the Corporation shall be closed, and no transfer of shares Common Stock shall be made or consummated

thereafter, except to reflect transfers occurring before the Effective Time and otherwise as required by law.

(d) No service charges, brokerage commissions or transfer or other taxes shall be payable by any holder of shares of Common Stock.

## ARTICLE FIVE

5.1. At the Effective Time, all rights, title and interests to all property owned by each of the Constituent Entities shall be allocated to and vested in the Surviving Entity without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens thereon.

5.2. The Surviving Entity shall, at the Effective Time and thereafter, be responsible and liable for all liabilities and obligations of each of the Constituent Entities, and a proceeding pending against any Constituent Entity may be continued as if the Merger did not occur, or the Surviving Entity may be substituted in the proceeding in place of the Corporation.

5.3. If at any time the Surviving Entity shall deem or be advised that additional grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm of record or otherwise in the Surviving Entity the title to any property of any Constituent Entity, the officers, or any of them, or the directors or the general partner of such Constituent Entity may execute and deliver any and all such deeds, assignments, confirmations and assurances and do all things necessary or proper so as best to prove, confirm and ratify title to such property in the Surviving Entity or otherwise to carry out the purposes of the Merger and the terms of this Agreement. The Surviving Entity shall have the same power and authority to act in respect to any debt, liabilities and duties of the Constituent Entities as the Constituent Entities would have had, had they continued in existence.

## ARTICLE SIX

If any Shareholder lawfully elects, pursuant to the Act, to exercise or pursue his or her rights to dissent from any of the corporate actions referred to in this Agreement with respect to the shares of Common Stock owned by such Shareholder, such Shareholder shall be entitled to exercise only those rights available to him or her as set forth in the Act and, in that event, only in the manner set forth therein. During the period in which any such Shareholder shall be exercising or pursuing any of such Shareholder's rights of dissent as specified in the Act, such Shareholder shall have no other rights pursuant to or arising from this Agreement.

ARTICLE SEVEN

7.1. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

7.2. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral and written, between the parties with respect to its subject matter.

7.3. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of the parties hereto at any time before the Effective Time.

7.4. This Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, each of the Constituent Entities has caused this Agreement to be executed by and on its behalf and in its corporate name as of the date first above written.

LEARNSTAR, INC., a Texas corporation

By: Sally Zoll  
Sally Zoll, President

LEARNSTAR, L.P., a Texas limited partnership

By: NewStar Educational Systems, L.P., a Texas limited partnership, its general partner

By: NewStar Learning Systems, L.L.C., a Texas limited liability company, its general partner

By: Joe King  
Joe King, Manager

Exhibit A

LearnStar, Inc. Shareholders

<u>Name</u>	<u>No. of Shares</u>
NewStar Educational Systems, L.P.	82,500
NTN Communications, Inc.	17,500