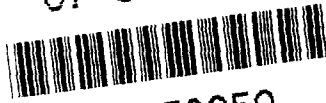


07-30-2002

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To the Honorable Commissioner of Patents

102173250

Attached original documents or copy thereof.

1. Name of conveying party(ies):

**Mental Floss, LLC** 07-08-02

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

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

3. Nature of conveyance:

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

Execution Date: May 31, 2002

2. Name and address of receiving party(ies)

Name: Mental Floss, LLC

Internal Address: c/o Will Pearson

Street Address: 2562547

City: Hoover State: Alabama Zip: 35226

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

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2562547

Additional number(s) attached  Yes  No

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

Name: Nathan W. Johnson

Internal Address: Bradley Arant Rose & White LLP

Street Address: 2001 Park Place, Suite 1400

07/29/2002 TDIAZI 00000095 2562547

City: Birmingham State: Alabama Zip: 35203

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0954

JUL - 8 2002

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

**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.

Nathan W. Johnson

Name of Person Signing

Signature

July 5, 2002 Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231



# NORTH CAROLINA

## Department of The Secretary of State

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To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

**ARTICLES OF MERGER**

**OF**

**MENTAL FLOSS, LLC**

**INTO**

**MENTAL FLOSS, LLC**

the original of which was filed in this office on the 4th day of June, 2002.



IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official seal at the  
City of Raleigh, this 4th day of June, 2002

*Elaine F. Marshall*

Secretary of State

Document Id: 221559041

TRADEMARK  
REEL: 002551 FRAME: 0536

State of North Carolina  
Department of the Secretary of State

SOSID:  
Date Filed: 6/4/2002 2:34 PM  
Elaine F. Marshall  
North Carolina Secretary of State

**ARTICLES OF MERGER**  
(Cross-entity Merger\*)

Pursuant to North Carolina General Statute Sections 55-11-10(d), 55A-11-09(d), 57C-9A-22, 59-73.5 and 59-1072, as applicable, the undersigned surviving entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1. The name of the surviving entity is **Mental Floss, LLC**, a (check one)  corporation,  nonprofit corporation,  professional corporation,  limited liability company,  limited partnership,  partnership,  limited liability partnership organized under the laws of **Alabama**.

2. The address of the surviving entity is:

Street Address **537 Oakline Drive** City **Hoover**  
State **Alabama** Zip Code **35226** County **Jefferson**

(Complete only if the surviving business entity is a foreign business entity that is not authorized to transact business or conduct affairs in North Carolina.) The mailing address of the surviving foreign business entity is: **537 Oakline Drive, Hoover, AL 35226**. The surviving foreign business entity will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.

3. The name of the merged entity is **Mental Floss, LLC**, a (check one)  corporation,  nonprofit corporation,  professional corporation,  limited liability company,  limited partnership,  partnership,  limited liability partnership organized under the laws of **North Carolina**.

4. Attached is a copy of the Plan of Merger that was duly approved by each merging business entity or unincorporated entity in the manner required by law.

5. With respect to the surviving entity (check the appropriate response):

a. If the surviving entity is a North Carolina corporation or professional corporation:

(i)  Shareholder approval was not required for the merger.

(ii)  Shareholder approval was required for the merger, and the plan of merger was approved by the shareholders as required by Chapter 55 or Chapter 55B, if applicable, of the North Carolina General Statutes.

b. If the surviving entity is a North Carolina nonprofit corporation:

(i)  Member approval was not required for the merger, and the plan of merger was approved by a sufficient vote of the board of directors.

(ii)  Member approval was required for the merger, and the plan of merger was approved by the members as required by Chapter 55A of the North Carolina General Statutes.

(iii)  Approval of the plan of merger by some person or persons other than the members or the board was required pursuant to N.C.G.S. Section 55A-11-03(a)(3), and such approval was obtained.

c. If the surviving entity is a North Carolina limited liability company:

(i)  The merger was approved in the manner provided by the articles of organization or a written operating agreement providing for approval of a merger with the type of business entity contemplated in the plan of merger.

(ii)  The merger was approved by the unanimous consent of the members of the limited liability company.

d. If the surviving entity is a North Carolina partnership, including a limited liability partnership, or a North Carolina limited partnership:

(i)\_\_\_ The merger was approved in the manner provided in a written partnership agreement that is binding on all the partners for approval of a merger with the type of business entity contemplated in the plan of merger.

(ii)\_\_\_ The merger was approved by the unanimous consent of the partners.

e.  The surviving entity is a foreign entity, including a corporation, nonprofit corporation, professional corporation, limited liability company, partnership, limited liability partnership or limited partnership, and the merger was approved in accordance with the laws of the state or country governing the organization and internal affairs of the foreign entity.

6. With respect to the merged entity (*check the appropriate response*):

a. If the merged entity is a North Carolina corporation or professional corporation:

(i)\_\_\_ Shareholder approval was not required for the merger.

(ii)\_\_\_ Shareholder approval was required for the merger, and the plan of merger was approved by the shareholders as required by Chapter 55 or Chapter 55B, if applicable, of the North Carolina General Statutes.

b. If the merged entity is a North Carolina nonprofit corporation:

(i)\_\_\_ Member approval was not required for the merger, and the plan of merger was approved by a sufficient vote of the board of directors.

(ii)\_\_\_ Member approval was required for the merger, and the plan of merger was approved by the members as required by Chapter 55A of the North Carolina General Statutes.

(iii)\_\_\_ Approval of the plan of merger by some person or persons other than the members or the board was required pursuant to N.C.G.S. Section 55A-11-03(a)(3), and such approval was obtained.

c. If the merged entity is a North Carolina limited liability company:

(i)\_\_\_ The merger was approved in the manner provided by the articles of organization or a written operating agreement providing for approval of a merger with the type of business entity contemplated in the plan of merger.

(ii)  The merger was approved by the unanimous consent of the members of the limited liability company.

d. If the merged entity is a North Carolina partnership, including a limited liability partnership, or a North Carolina limited partnership:

(i)\_\_\_ The merger was approved in the manner provided in a written partnership agreement that is binding on all the partners for approval of a merger with the type of business entity contemplated in the plan of merger; or

(ii)\_\_\_ The merger was approved by the unanimous consent of the partners.

(iii)\_\_\_ If any partner of the domestic partnership or domestic limited partnership has or will have personal liability for any existing or future obligation of the surviving business entity solely as a result of holding an interest in the surviving business entity, then in addition to (i) or (ii), above, the plan of merger was approved by that partner.

e. \_\_\_ The merged entity is a foreign entity, including a corporation, nonprofit corporation, professional corporation, limited liability company, partnership, limited liability partnership or limited partnership, and the merger was approved in accordance with the laws of the state or country governing the organization and internal affairs of the foreign entity.

7. The merger is permitted by the law of the state or country governing the organization and internal affairs of each merging business entity.


8. Each business entity that is a party to the merger has complied or shall comply with the applicable laws of the state or country governing its organization and internal affairs.

9. These articles will be effective upon filing, unless a delayed date and/or time is specified:

This the 31 day of May, 2002.

**Mental Floss, LLC**

*Name of Entity*



*Signature*

**William E. Pearson, III, Sole Member and Manager**  
*Type or Print Name and Title*

**NOTES:**

\*A "Cross-entity Merger" may involve one or more business corporations, nonprofit corporations, limited liability companies, partnerships, limited liability partnerships or limited partnerships. The phrase "Cross-entity Merger" is used solely for administrative and identification purposes within the Department of the Secretary of State.

1. Filing fee is \$50. This document must be filed with the Secretary of State.
2. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1

CORPORATIONS DIVISION  
*(Revised January 2002)*

P. O. BOX 29622

RALEIGH, NC 27626-0622  
*(Form L-06)*

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**AGREEMENT**

**AND**

**PLAN OF MERGER**

**BETWEEN**

**MENTAL FLOSS, LLC**  
a North Carolina limited liability company,

**AND**

**MENTAL FLOSS, LLC**  
an Alabama limited liability company

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## AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), is dated as of May 31, 2002, by and between Mental Floss, LLC, a North Carolina limited liability company ("NC-Mental"), and Mental Floss, LLC, an Alabama limited liability company ("AL-Mental") (NC-Mental and AL-Mental are collectively referred to as the "Constituent Entities").

### WITNESSETH:

**WHEREAS**, the members of both NC-Mental and AL-Mental deem it advisable for the general welfare and advantage of each of the limited liability companies that NC-Mental merge with and into AL-Mental pursuant to this Agreement and pursuant to applicable law (such transaction being herein called the "Merger"); and

**WHEREAS**, the respective members of the Constituent Entities have unanimously approved this Agreement;

**WHEREAS**, the Alabama Limited Liability Company Act (the "Alabama Act") and the North Carolina Limited Liability Company Act (the "North Carolina Act") authorize the merger of a North Carolina limited liability company with and into an Alabama limited liability company;

**NOW, THEREFORE**, in consideration of the premises and the agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree with each other that NC-Mental shall be merged with and into AL-Mental, with AL-Mental as the surviving limited liability company, in accordance with the applicable laws of the States of Alabama and North Carolina and that the terms and conditions of the Merger and the mode of carrying it into effect are and shall be as follows:

### ARTICLE I

#### DEFINITIONS

In addition to the words and terms defined elsewhere herein, the words and terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context expressly or by necessary implication otherwise requires:

1.1 "**Agreement**" or "**this Agreement**" shall mean this Agreement and Plan of Merger as the same may be supplemented or amended from time to time;

1.2 "**Effective Time of the Merger**" shall have the meaning specified in Section 2.4 of this Agreement;

1.3 "**Merger**" shall mean the merger of NC-Mental with and into AL-Mental in accordance with this Agreement and applicable law; and

1.4 "**Surviving Entity**" shall mean AL-Mental and its successors and assigns, as provided in Section 2.2 of this Agreement.

## ARTICLE II

### CONSTITUENT AND SURVIVING ENTITIES; MERGER; EFFECTIVE TIME

2.1 **Constituent Entities.** The names of the limited liability companies which are the constituent entities to the Merger are Mental Floss, LLC, a North Carolina limited liability company, and Mental Floss, LLC, an Alabama limited liability company.

2.2 **Surviving Entity.** The surviving entity is and will be Mental Floss, LLC, an Alabama limited liability company.

2.3 **Capitalization of Constituent Entities.**

(a) **NC-Mental.** NC-Mental has one class of membership interests authorized and outstanding; 100% of which are owned by William E. Pearson, III.

(b) **AL-Mental.** AL-Mental has one class of membership interests authorized and outstanding; 100% of which are owned by William E. Pearson, III.

2.4 **Merger.** Subject to the terms and conditions of this Agreement, in accordance with the provisions of the Alabama Act and the North Carolina Act, NC-Mental shall be merged with and into AL-Mental, which shall be the Surviving Entity.

The Merger shall become effective at the latest time date and time specified in appropriate articles of merger to be filed with the Offices of the Secretary of State of the States of Alabama and North Carolina. The time when the Merger shall become effective is herein called the "Effective Time of the Merger".

## ARTICLE III

### GOVERNING LAW; ARTICLES OF ORGNAIZATION; OPERATING AGREEMENT

3.1 **Governing Law.** AL-Mental, as the Surviving Entity, shall be governed by the laws of the State of Alabama.

3.2 **Articles of Organization.** The articles of organization of AL-Mental shall be the articles of organization of the Surviving Entity from and after the Effective Time of the Merger until amended or restated as therein or by law provided.

3.3 **Operating Agreement.** The operating agreement of AL-Mental as in effect immediately prior to the Effective Time of the Merger shall continue in force and be the Operating Agreement of the Surviving Entity after the Effective Time of the Merger until amended as therein or by law provided.



## ARTICLE IV

### MANNER OF CONVERTING MEMBERSHIP INTERESTS; CAPITALIZATION

The mode of carrying the Merger into effect and the manner and basis of converting the membership interests of the Constituent Entities at the Effective Time of the Merger are as follows:

(a) Upon the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the member of NC-Mental, all outstanding membership interests in NC-Mental outstanding immediately prior thereto shall, by virtue of the Merger, be canceled, and no membership interests or other securities or obligations of the Surviving Entity shall be issued therefor.

(b) The membership interests in AL-Mental held by its member issued and outstanding prior to the Effective Time of the Merger shall remain issued and outstanding upon the Effective Time of the Merger, and shall constitute and become the issued and outstanding membership interests of the Surviving Entity.

## ARTICLE V

### EFFECT OF THE MERGER

At the Effective Time of the Merger, the separate existence of NC-Mental shall cease, except insofar as such existence may be continued by statute, and shall be merged with and into AL-Mental, the Surviving Entity, with the effects set forth in the Alabama Act and the North Carolina Act.

NC-Mental shall, to the extent permitted by law, from time to time, as and when requested by the Surviving Entity or by its successors or assigns, execute and deliver, or cause to be executed and delivered, all such deeds and instruments and take, or cause to be taken, such further or other action as the Surviving Entity may deem necessary or desirable in order to vest in or confirm to the Surviving Entity title to and possession of any property of said limited liability company acquired or to be acquired by reason or as a result of the Merger and otherwise to carry out the intent and purposes of this Agreement, and the members of NC-Mental and of the Surviving Entity are hereby authorized, in the name of NC-Mental or AL-Mental or otherwise, to take any and all such action.

## ARTICLE VI

### TERMINATION

This Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time of the Merger, whether before or after approval of this Agreement by the members of either of the Constituent Entities, by resolution of the members of either Constituent Entity, if any circumstances develop which in the opinion of such members make proceeding with the Merger inadvisable. In the event of such termination and abandonment, this Agreement shall become void and have no effect, without any liability on the part of any of the Constituent Entities or their members with respect thereto.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

7.1 **Amendment and Modification; Waiver; Etc.** The parties hereto, by mutual agreement in writing approved by their respective members, may amend, modify and supplement this Agreement in any respect.

7.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except to the extent the North Carolina Act shall apply to NC-Mental.

7.3 **Successors and Assigns.** This Agreement and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

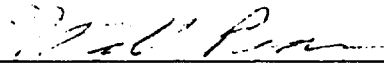
7.4 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5 **Headings.** The headings of the Sections and Articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

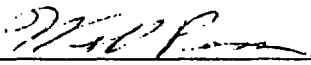
7.6 **Entire Agreement.** This Agreement, including the other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to such subject matter.

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

**MENTAL FLOSS, LLC**  
A North Carolina limited liability company

By   
William E. Pearson, III  
Its Sole Member

**MENTAL FLOSS, LLC**  
An Alabama limited liability company

By   
William E. Pearson, III  
Its Manager and Sole Member