

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/01/2006

CONVEYING PARTY DATA

Name	Execution Date
Interface Software, Inc.	12/01/2006

RECEIVING PARTY DATA

Name:	Reed Elsevier Inc.
Street Address:	225 Wyman Street
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6820083

CORRESPONDENCE DATA

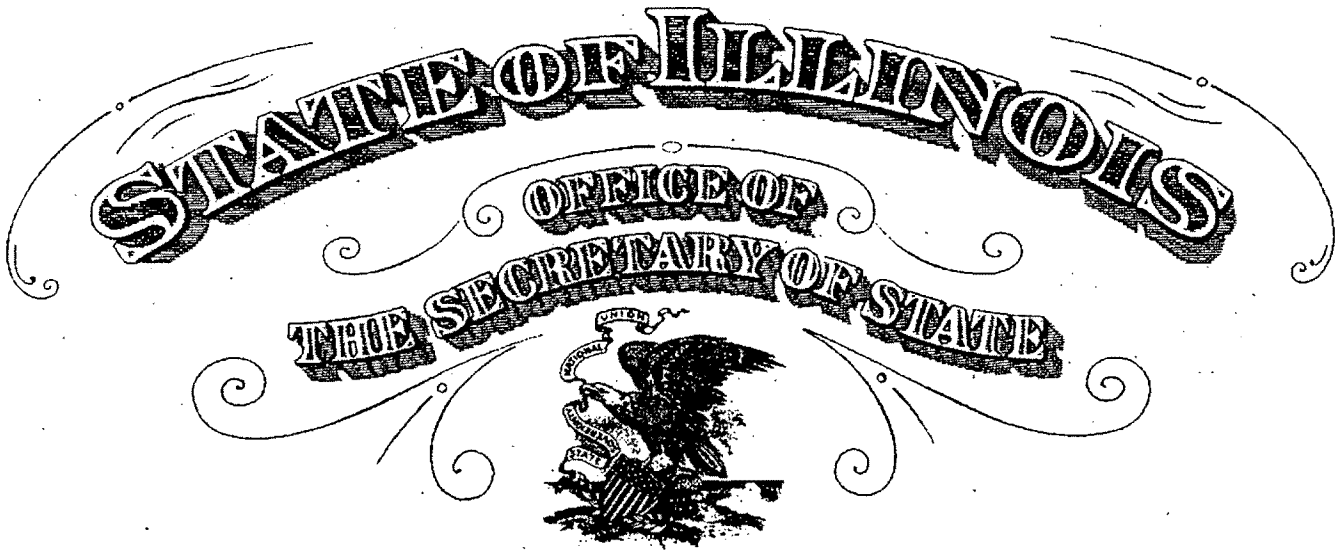
Fax Number: (312)474-0448
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-474-6801
 Email: rvascik@marshallip.com
 Correspondent Name: Randall G. Rueth
 Address Line 1: 233 S. Wacker Drive, Suite 6300
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	29516/36016
NAME OF SUBMITTER:	Randall G. Rueth

Total Attachments: 8
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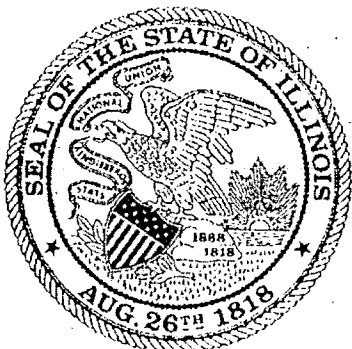
To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 07 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR INTERFACE SOFTWARE, INC..*****

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of FEBRUARY A.D. 2008



Jesse White

SECRETARY OF STATE

FORM **BCA 11.25** (rev. Dec. 2003)
**ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE**
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-6961
www.cyberdriveillinois.com

Remit payment in the form of a
check or money order payable
to the Secretary of State.

The filing fee is \$100, but if merger or
consolidation involves more than 2
corporations, \$50 for each additional
corporation.

FILED

DEC 26 2006

JESSE WHITE
SECRETARY OF STATE



CP0582299

File # 5593-661-7 Filing Fee: \$ 100.00 Approved lt
Submit in duplicate Type or Print clearly in black ink Do not write above this line

NOTE: Strike inapplicable words in items 1, 3 and 4.

1. Names of the corporations proposing to ~~consolidate~~ ^{merge} ~~exchange shares~~, and the state or country of their incorporation:

Name of Corporation	State or Country of Incorporation	Corporation File Number
/ Reed Elsevier Inc. <u>5</u>	/ Massachusetts	/ 54566662
/ Interface Software, Inc.	/ Illinois	/ 55936617

2. The laws of the state or country under which each corporation is incorporated permits such merger, consolidation or exchange.

3. (a) Name of the ~~xxx new xxx~~ ^{surviving} corporation: Reed Elsevier Inc.
~~xxx new xxx~~
(b) it shall be governed by the laws of: Massachusetts

If not sufficient space to cover this point, add one or more sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} ~~exchange~~ is as follows:
Please see attached

PAID
DEC 29 2006
EXPEDITED
SECRETARY OF STATE

5. Plan of ~~consolidation~~ ^{merger} ~~exchange~~ was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

(The following items are not applicable to mergers under § 11.30 — 90% owned subsidiary provisions. See Article 7.)

(Only "X" one box for each Illinois corporation)

By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken.

(§ 11.20)

By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.20)

By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20

Name of Corporation

<u>Name of Corporation</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Interface Software Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

- a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

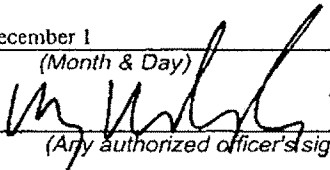
- b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was _____, _____ (Month & Day) (Year)


Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received? Yes No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated December 1, 2006
 (Month & Day) (Year)

 (Any authorized officer's signature)
Henry Horbaczewski, Vice President
 (Type or Print Name and Title)

Reed Elsevier Inc.
 (Exact Name of Corporation)

Dated December 1, 2006
 (Month & Day) (Year)

 (Any authorized officer's signature)
Renee Simonton, Vice President
 (Type or Print Name and Title)

Interface Software, Inc.
 (Exact Name of Corporation)

Dated _____, _____ (Month & Day) (Year)

 (Any authorized officer's signature)

 (Type or Print Name and Title)

 (Exact Name of Corporation)

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger is entered into this 1st day of December, 2006 to become effective on the Effective Date (as hereinafter defined), by and among Interface Software, Inc., an Illinois corporation and Reed Elsevier Inc., a Massachusetts corporation,

WITNESSETH:

WHEREAS, Interface Software, Inc. is a corporation duly organized and validly existing under Illinois law and has authorized capitalization of 100 shares of Common Stock, \$0.01 par value per share, of which 10 shares are issued, and outstanding, and wholly owned by its Parent, Reed Elsevier Inc., as of the date hereof; and

WHEREAS, Reed Elsevier Inc. is a corporation duly organized and validly existing under Massachusetts law and has an authorized capitalization which consists of 1000 shares of Common Stock, \$100.00 par value per share, of which 144 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 Interface Software, Inc. and Reed Elsevier Inc., the respective Boards of Directors of Interface Software, Inc. and Reed Elsevier Inc. deem it advisable and to the advantage, welfare and best interests of such corporations and the shareholders of each such corporation to merge Interface Software, Inc. with and into Reed Elsevier Inc. pursuant to the provisions of the Massachusetts Business Corporation Act and the Illinois Business Corporation Act (the "Corporation Laws") upon the terms and conditions hereinafter set forth:

1. **Merger.** Upon the terms and subject to the conditions hereof and in compliance with the provisions of the Corporation Laws, Interface Software, Inc. shall, on the Effective Date (as hereinafter defined), be merged with and into Reed Elsevier 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 of "Reed Elsevier Inc.," to be governed by the provisions of the Massachusetts Business Corporation Act. The separate existence of Interface Software, Inc. (Sometimes hereinafter referred to as the "Merging Corporation") shall cease on the Effective Date in accordance with the provisions of Illinois Business Corporation Act.
2. **Articles of Organization.** The Articles of Organization of Reed Elsevier Inc. in force and effect immediately prior to the Effective Date, shall be the Articles of Organization 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 Massachusetts Business Corporation Act.
3. **By-Laws.** The By-Laws of Reed Elsevier 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 Massachusetts Business Corporation Act.
4. **Board of Directors.** From and after the Effective Date, the Directors of Reed Elsevier 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 Massachusetts Business Corporation Act and Articles of Organization 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 Reed Elsevier 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 Massachusetts Business Corporation Act and the Articles of Organization and the 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 Commonwealth of Massachusetts and the purposes for which the Surviving Corporation is organized are as described in the Articles of Organization of Reed Elsevier Inc., 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 Merging Corporation, all of the issued and outstanding shares of the capital stock of the Merging Corporation shall be cancelled without any conversion and cease to exist. As of the Effective Date, the authorized capitalization of the Surviving Corporation shall consist of 1000 shares of common stock, \$100.00 par value per share, and each issued and outstanding share of common stock, \$100.00 par value per share, of Reed Elsevier Inc. shall continue to represent one share of common stock, \$100.00 par value per share, of the Surviving Corporation.
8. **Shareholder Action.** Interface Software, Inc. and Reed Elsevier Inc. agree that they shall cause the Plan and Agreement of Merger to be submitted to each corporation's respective shareholder for approval as required and in the manner prescribed by the provisions of the Illinois Business Corporation Act and the Massachusetts Business Corporation Act.
9. **Effective Date.** The Certificate of Ownership and Merger will be executed and filed in accordance with the Massachusetts Business Corporation Act and the Illinois Business Corporation Act, at such time as is directed by the Clerk of Reed Elsevier Inc. The merger shall become effective on December 31, 2006 (the "Effective Date"), provided that the Certificate of Ownership and Merger has been filed with the Massachusetts Secretary of the Commonwealth and the Illinois 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 Merging 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 Merging 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 Merging 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 Merging Corporation; any claim existing or action or proceeding pending by or against the Merging Corporation may be processed as if the merger had not taken place, and neither the rights of creditors nor any liens upon the property of the Merging 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 Interface Software, Inc. and Reed Elsevier Inc. in the manner prescribed by the provisions of the Corporation Laws, Interface Software, Inc. and Reed Elsevier Inc. will cause to be executed and filed or recorded any document prescribed by the

laws of the Commonwealth of Massachusetts and the State of Illinois and will cause to be performed all necessary acts within the Commonwealth of Massachusetts and the State of Illinois and elsewhere to effectuate the merger. The Boards of Directors and duly elected officers of Interface Software, Inc. and Reed Elsevier 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 the merger by the respective shareholders of Interface Software, Inc. and Reed Elsevier 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 Secretaries of State of Massachusetts and Illinois by an instrument in writing signed by an authorized officer of Interface Software, Inc. and Reed Elsevier Inc., and upon authorization of the Boards of Directors of Interface Software, Inc. and Reed Elsevier 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 Interface Software, Inc. and Reed Elsevier 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 Interface Software, Inc. and Reed Elsevier 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 by and on behalf of Interface Software, Inc. and Reed Elsevier Inc. as of the date first written above.

Attest:

Interface Software, Inc.

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

By: Renee Simonton
Name: Renee Simonton
Title: Vice President

Attest:

Reed Elsevier Inc.

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

By: Henry Horbaczewski
Name: Henry Horbaczewski
Title: Vice President