

2/9/09



Form PTO-1535
(Rev. 03-01)

RE

02-12-2009



103548028

U.S. DEPARTMENT OF
COMMERCE
Patent and Trademark Office
Atty. Docket No.: 184321

To the Honorable Commissioner of F

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Radio Computing Services, Inc.

Additional name(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 17, 2008

2. Name and address of receiving party(ies):

Name: **Clear Channel Management Services, L.P.**

Internal Address:

Street Address: **1200 East Basse Road**

City: **San Antonio** State: **TX** ZIP: **75093**

Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

10/127,122

09/173,467

10/643,729

B. Patent No.(s)

6,910,220

6,223,210

7,386,047

Additional numbers attached? ☒ Yes ☐ No

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

Name: Sean S. Wooden

ANDREWS KURTH LLP
INTELLECTUAL PROPERTY DEPARTMENT
1350 I Street, NW
Suite 1100
Washington, DC 20005

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41):.....\$ 200.00

- ☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-2849

(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.

Sean S. Wooden, Reg. No. 43,997

Name of Person Signing

Signature

February 9, 2009

Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner for Patents & Trademarks, Mail Stop: Assignments
P.O. Box 1450, Alexandria, Virginia 22313-1450

PATENT
REEL: 022259 FRAME: 0975

Additional Application number(s) or patent number(s) in reference to recordation of assignment document for attorney Docket No. 184321:

A. Patent Application No.(s)

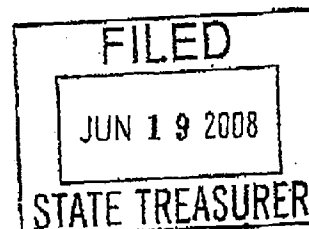
B. Patent No.(s)

29/140,571

D461,191

07/972,776

5,437,050



CERTIFICATE OF MERGER

OF

RADIO COMPUTING SERVICES, INC.
(a New Jersey corporation)

WITH AND INTO

CLEAR CHANNEL MANAGEMENT SERVICES, L.P.
(a Texas limited partnership)

Pursuant to the provisions of the New Jersey Statutes, the undersigned entities sign this Certificate of Merger for filing and certify:

1. That the name and state of organization of each of the entities participating in the merger are as follows:

(a) 0100097712
Radio Computing Services, Inc., a New Jersey corporation ("RCS"); and

(b) Clear Channel Management Services, L.P. ("Management"), a Texas limited partnership.

2. That the Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A.

3. That the Plan of Merger was approved by the sole shareholder of RCS as of March 31, 2008 and executed by its authorized officer.

4. That the Plan of Merger was approved by the sole general partner and sole limited partner of Management as of March 31, 2008 and executed by an authorized officer of its general partner.

5. That Forty-Nine Thousand Two Hundred Thirty-Five Thousand (49,235) shares of common stock of RCS were entitled to vote and that all Forty-Nine Thousand Two Hundred Thirty-Five Thousand (49,235) shares voted in favor of the merger.

6. That Management shall be the surviving entity in the merger.

7. That the Plan of Merger is on file at the office of RCS at 200 E. Basse Road, San Antonio, Texas 78209, and a copy of the Plan of Merger shall be supplied by Management upon request to any person holding an interest in RCS or Management.

8. That the merger shall be effective as of 11:59 p.m. Eastern Time on June 30, 2008.

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S2027469
J3760607

Jun 19 2008 02:38pm P002/009

Fax:

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the
17 day of June, 2008.

RADIO COMPUTING SERVICES, INC.

By: Scott Bick
Scott Bick, Vice President/Domestic Tax

CLEAR CHANNEL MANAGEMENT SERVICES, L.P.
By: Clear Channel GP, LLC, as general partner

By: Scott Bick
Scott Bick, Vice President/Domestic Tax

EXHIBIT A

PLAN OF MERGER

(see document attached hereto)

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Jun 19 2008 02:38pm P004/009

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is made and entered into effective as of the 30 day of June, 2008, by and between Radio Computing Services, Inc., a New Jersey corporation ("RCS"), and Clear Channel Management Services, LP, a Texas limited partnership ("Management"), being sometimes hereinafter together referred to as the "Constituent Companies."

WITNESSETH

WHEREAS, RCS is a corporation duly organized and existing under the laws of the State of New Jersey and having authorized capital stock consisting of 1,000,000 shares of common stock, par value \$0.01 per share (the "RCS Common Stock"), of which 49,235 shares are outstanding;

WHEREAS, Management is a limited partnership duly organized and existing under the laws of the State of Texas;

WHEREAS, each of the Constituent Companies deems it advisable for the general welfare and to the benefit of such companies that RCS merge with and into Management pursuant to the applicable provisions of the Texas Revised Limited Partnership Act and the New Jersey Statutes (together, the "Applicable Laws");

WHEREAS, the Board of Directors and the sole shareholder of RCS have, by resolutions duly adopted, approved this Plan of Merger and directed that it be executed by the undersigned officer of RCS; and

WHEREAS, all of the partners of Management have, by resolutions duly adopted, approved this Plan of Merger and directed that it be executed by the undersigned officer of the general partner of Management; and

WHEREAS, it is the intention of the Constituent Companies that the Merger (as hereinafter defined) shall be a tax-free reorganization pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree, in accordance with the Applicable Laws, that the Constituent Companies shall be merged into a single entity, to-wit: Clear Channel Management Services, LP, a Texas limited partnership, one of the Constituent Companies, which shall be the entity surviving the merger (said entity hereafter being sometimes called the "Surviving Entity"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform, and the mode of carrying the same into effect shall be as hereafter set forth:

ARTICLE I

EFFECTIVE TIME

If this Plan of Merger is not terminated and abandoned pursuant to the provisions of Article VII hereof, a Certificate of Merger shall be filed with the Secretary of State of the States of Texas and New Jersey. The Merger shall be effective at 10:59 p.m., San Antonio, Texas Time, on June 30, 2008 (the "Effective Time"). On the Effective Time, the separate existence of RCS shall cease and RCS shall be merged with and into the Surviving Entity.

ARTICLE II

GOVERNANCE

The Certificate of Limited Partnership of Management, as in effect on the Effective Time shall continue in full force and effect and shall be the Certificate of Limited Partnership of the Surviving Entity. The Partnership Agreement of Management shall continue in full force and effect and govern the internal affairs of the Surviving Entity.

The officers of the general partner of Management immediately prior to the Effective Time shall constitute the officers of the general partner of the Surviving Entity immediately following the Effective Time. Such officers of management shall hold their respective positions until their resignation or removal or the election or appointment of their successors in the manner provided in the Certificate of Limited Partnership and Partnership Agreement of the Surviving Entity and applicable law.

ARTICLE III

CONVERSION OF SHARES IN THE MERGER

The manner and basis of converting the RCS Common Stock and the partnership interest of the Surviving Entity shall be as follows:

1. Each share of RCS Common Stock which shall be issued and outstanding as of the Effective Time shall be cancelled and retired, all rights in respect thereof shall cease to exist and no shares of RCS Common Stock shall be issuable with respect thereto.

2. The partners of Management, as reflected on the books of Management on the Effective Time shall, on the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, be the partners of the Surviving Entity, owning the respective partnership interest in and to the Surviving Entity which such partners owned in Management immediately prior to the Effective Time.

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ARTICLE IV

EFFECT OF THE MERGER

On the Effective Time, the separate existence of each Constituent Company (other than the Surviving Entity) shall cease, except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Entity, the officers or partners, or other authorized representatives of the respective Constituent Companies shall execute, acknowledge, and deliver such instruments and do such acts. For these purposes, the existence of the Constituent Companies and the authority of their respective officers, partners, directors, or other authorized representatives is continued notwithstanding the Merger. The Surviving Entity shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of each Constituent Company, and all obligations belonging to or due to each Constituent Company, all of which are vested in the Surviving Entity without further act or deed in accordance with the Applicable Laws. Title to any real estate or any interest in the real estate vested in any Constituent Company shall not revert or in any way be impaired by reason of such merger or consolidation. The Surviving Entity is liable for all the obligations of each Constituent Company, including liability to dissenting shareholders in accordance with Applicable Laws. Any claim existing or any action or proceeding pending by or against any Constituent Company may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Entity may be substituted in its place. All rights of creditors of each Constituent Company are preserved unimpaired, and all liens upon the property of any Constituent Company are preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Time.

ARTICLE V

ACCOUNTING MATTERS

The assets and liabilities of the Constituent Companies, as of the Effective Time of the Merger, shall be taken upon the books of the Surviving Entity at the amounts at which they shall be carried at that time on the books of the respective Constituent Companies, subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the Merger.

ARTICLE VI

APPROVAL OF THE CONSTITUENT COMPANIES

This Plan of Merger has been approved by the Constituent Companies, in accordance with the applicable provisions of the Applicable Laws.

ARTICLE VII

ABANDONMENT

This Plan of Merger may be abandoned at any time notwithstanding favorable action on the Merger by the board of directors, the sole shareholder or the partners of either or both of the Constituent Companies, but not later than the date of filing of the Certificates of Merger with the Secretary of State of the States of Texas and Delaware. In the event of the termination and abandonment of this Plan of Merger and the Merger pursuant to this Article VII, this Plan of Merger shall become void and have no effect, without any liability on the part of either of the Constituent Companies.

ARTICLE VIII

AMENDMENT

The Constituent Companies, by mutual consent, may amend this Plan of Merger in such manner as may be agreed upon by them in writing at any time; provided, however, no such amendment shall be made which shall affect the rights of the sole shareholder or the partners of the Constituent Companies in a manner which is materially adverse to such, or as otherwise provided by the Applicable Laws, without the further approval of the equity owners of the Constituent Companies.

ARTICLE IX

FURTHER ASSURANCES

If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Entity, the title to any property or rights of RCS acquired or to be acquired by or as a result of the Merger, the proper representatives of the Surviving Entity shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law, and take such other action as may be necessary or proper in the name of RCS or Management to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise carry out the purposes of this Plan of Merger.

ARTICLE X

COUNTERPARTS

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

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Jun 19 2008 02:38pm 0008/000

Fax:

IN WITNESS WHEREOF, RCS and Management, each pursuant to requisite approval and authority, have each caused this Plan of Merger to be executed by its duly authorized officer or representative, all as of the day and year first above written.

RADIO COMPUTING SERVICES, INC.,
a New Jersey corporation

By:

Scott Bick
Scott Bick, Vice President/Domestic Tax

CLEAR CHANNEL MANAGEMENT SERVICES, LP,
a Texas limited partnership

By: Clear Channel GP, LLC, as general partner

By:

Scott Bick
Scott Bick, Vice President/Domestic Tax

The undersigned companies, Clear Channel GP, LLC, a Delaware limited liability company, and CC Holdings-Nevada, Inc., a Nevada corporation, by the execution below evidence their consent to the above Plan of Merger and the transactions contemplated thereby and waive the requirement that a copy of the Plan of Merger be furnished at least twenty (20) days before the Effective Time of the Merger.

CLEAR CHANNEL GP, LLC

By:

Scott Bick
Scott Bick, Vice President/Domestic Tax

CC HOLDINGS-NEVADA, INC.

By:

Scott Bick
Scott Bick, Vice President/Domestic Tax

-40511-



Office of the Secretary of State

June 20, 2008

CT Corporation System
701 Brazos, Ste. 360
Austin, TX 78701 USA

RE:
Clear Channel Management Services, L.P. (File Number: 800096192)

It has been our pleasure to approve and place on record the filing instrument effecting a merger. The appropriate evidence of filing is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Virginia Tobias

Fax: (512) 463-5709
TID: 10339

Dial: 7-1-1 for Relay Services
Document: 219566400002

PATENT
REEL: 022259 FRAME: 0985



Office of the Secretary of State

CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument merging

RADIO COMPUTING SERVICES, INC.
Foreign For-Profit Corporation
New Jersey, USA
[File Number: 9415706]

Into

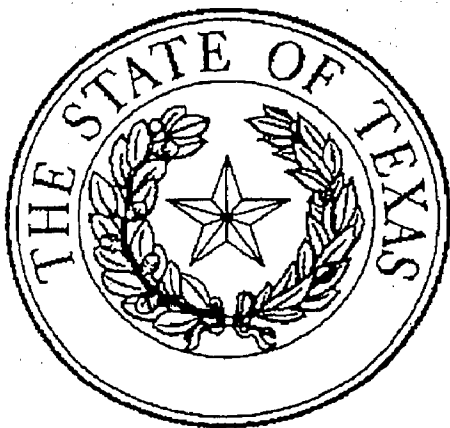
Clear Channel Management Services, L.P.
Domestic Limited Partnership (LP)
[File Number: 800096192]

has been received in this office and has been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by the virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the merger on the date shown below.

Dated: 06/19/2008

Effective: 06/30/2008 10:59 pm



A handwritten signature in black ink, appearing to read "Phil Wilson".

Phil Wilson
Secretary of State

JUN 19 2008

Corporations Section

CERTIFICATE OF MERGER

of

RADIO COMPUTING SERVICES, INC.

into

CLEAR CHANNEL MANAGEMENT SERVICES, L.P.

Pursuant to the provisions of Article 6132a, Section 2.11 of the Texas Revised Limited Partnership Act, the undersigned entities adopt the following Certificate of Merger.

An Agreement and Plan of Merger has been adopted in accordance with the provisions of Article 6132a, Section 2.11 of the Texas Revised Limited Partnership Act providing for the merger of Radio Computing Services, Inc. and Clear Channel Management Services, L.P., resulting in Clear Channel Management Services, L.P. being the surviving limited partnership.

1. The names of the entities participating in the merger and the states under the laws of which they are organized are as follows:

<u>Name of Entity</u>	<u>Entity Type</u>	<u>State</u>
Radio Computing Services, Inc.	Corporation	New Jersey
Clear Channel Management Services, L.P.	Limited Partnership	Texas

2. A Plan of Merger has been approved.

3. No amendments to the Certificate of Limited Partnership of the surviving domestic limited partnership are desired to be effected.

4. An executed Plan of Merger is on file at the principal place of business of the surviving limited partnership at the following address: 200 E. Basse Road, San Antonio, Texas 78209.

5. A copy or summary of the Plan of Merger has been or is being furnished to each partner in each domestic limited partnership that is a party to the merger at least 20 days before the merger is effective, unless waived by that partner, or the domestic limited partnership has complied with the provisions of its partnership agreement regarding furnishing partners copies or summaries of the Plan of Merger or notices regarding the merger.

6. As to each entity that is a party to the Plan of Merger, the Plan of Merger was duly authorized by all action required by the laws under which it was formed or organized and by its constituent documents.

7. The merger shall be effective at 10:59 p.m., Central Time, June 30, 2008

8. The surviving limited partnership will be responsible for the payment of all fees and franchise taxes of the merged partnership and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated: June 17, 2008

RADIO COMPUTING SERVICES, INC.

By: Scott Bick
Scott Bick, Vice President/Domestic Tax

CLEAR CHANNEL MANAGEMENT SERVICES, L.P.

By: Clear Channel GP, LLC, as general partner

By: Scott Bick
Scott Bick, Vice President/Domestic Tax