

P17518

Florida Department of State  
Division of Corporations  
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JUL 30 2008

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EXAMINER

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## MERGER OR SHARE EXCHANGE

## SCANTRON CORPORATION

|                       |         |
|-----------------------|---------|
| Certificate of Status | 0       |
| Certified Copy        | 0       |
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TALLAHASSEE, FLORIDA

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Help

Certificate of Merger  
~~Foreign For~~  
Florida Limited Liability Company

The following Certificate of Merger is submitted to merge the following ~~Florida Limited entities~~  
~~liability Company(ies)~~ in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

| <u>Name</u>           | <u>Jurisdiction</u> | <u>Form/Entity Type</u> - Florida |
|-----------------------|---------------------|-----------------------------------|
| Data Management I LLC | Delaware            | foreign limited liability company |
| Scantron Corporation  | Delaware            | foreign corporation               |

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

| <u>Name</u>          | <u>Jurisdiction</u> | <u>Form/Entity Type</u> - Florida |
|----------------------|---------------------|-----------------------------------|
| Scantron Corporation | Delaware            | foreign corporation               |

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

June 30, 2008

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

34 Parker

Irvine, CA 92618-1604

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address: N/A

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

| Name of Entity/Organization: | Signature(s):               | Typed or Printed<br>Name of Individual: |
|------------------------------|-----------------------------|-----------------------------------------|
|                              | <i>Kathleen Barsoochini</i> | Kathleen Barsoochini                    |
|                              |                             | Sr. Vice President,                     |
|                              |                             | General Counsel, and                    |
|                              |                             | Secretary                               |
|                              |                             | Shannon Corporation                     |
|                              |                             | Successor by reason of                  |
|                              |                             | merger                                  |

|                                   |                                                                                                         |
|-----------------------------------|---------------------------------------------------------------------------------------------------------|
| Corporations:                     | Chairman, Vice Chairman, President or Officer<br>(If no directors selected, signature of incorporator.) |
| General partnerships:             | Signature of a general partner or authorized person                                                     |
| Florida Limited Partnerships:     | Signatures of all general partners                                                                      |
| Non-Florida Limited Partnerships: | Signature of a general partner                                                                          |
| Limited Liability Companies:      | Signature of a member or authorized representative                                                      |

|                     |                                     |         |
|---------------------|-------------------------------------|---------|
| <b><u>Fees:</u></b> | For each Limited Liability Company: | \$25.00 |
|                     | For each Corporation:               | \$35.00 |
|                     | For each Limited Partnership:       | \$52.50 |
|                     | For each General Partnership:       | \$25.00 |
|                     | For each Other Business Entity:     | \$25.00 |

|                                          |         |
|------------------------------------------|---------|
| <b><u>Certified Copy (optional):</u></b> | \$30.00 |
|------------------------------------------|---------|

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## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement") is made and entered into on this 30th day of June, 2008, by and between **DATA MANAGEMENT I LLC**, a Delaware limited liability company ("Data Management"), and **SCANTRON CORPORATION**, a Delaware corporation ("Scantron").

**WHEREAS**, the parties desire to merge Data Management with and into Scantron upon the terms and subject to the conditions set forth herein (the "Merger").

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the premises, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, the parties hereto hereby agree as follows:

### **ARTICLE 1 THE MERGER**

**1.1 The Merger.** Subject to and in accordance with the terms and conditions set forth in this Agreement, at the "Effective Time" (as defined in Section 1.4 hereof), Data Management shall be merged with and into Scantron, and Scantron shall be the surviving corporation (the "Surviving Corporation") in the Merger, and the separate existence of Data Management shall thereupon cease. The name of the Surviving Corporation shall be "Scantron Corporation." The Merger shall have the effects set forth in Section 264 of the General Corporation Law of the State of Delaware (the "DGCL") and the appropriate provisions of the Delaware Limited Liability Company Act (the "DLLCA").

**1.2 Conveyance of Property.** All of the estate, property, rights, privileges, powers and franchises of Data Management will be vested in and held and enjoyed by the Surviving Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by Data Management.

**1.3 Instruments Effectuating the Merger.** Contemporaneously with the execution of this Agreement, the Surviving Corporation shall execute a Certificate of Merger in the form attached hereto as Exhibit A, and, as soon as practicable thereafter, the Surviving Corporation shall file the executed Certificate of Merger with the Secretary of State of the State of Delaware in accordance with Sections 103 and 264 of the DGCL and the DLLCA.

**1.4 Effective Time.** The Merger shall become effective on June 30, 2008, at 11:59 PM Eastern Standard Time (the "Effective Time").

**ARTICLE 2  
THE SURVIVING CORPORATION**

2.1 **Articles of Incorporation and Bylaws.** The Articles of Incorporation and the Bylaws of Scantron in effect immediately prior to the Effective Time shall be the Articles of Incorporation and Bylaws of the Surviving Corporation, unless and until altered, amended or repealed in accordance with applicable law.

2.2 **Business Address.** The principal business address of the Surviving Corporation is 34 Parker, Irvine, California, Attn: General Counsel.

**ARTICLE 3  
CANCELLATION OF MEMBERSHIP INTEREST CERTIFICATE**

3.1 **Cancellation of Membership Interest Certificate.** Upon the Effective Time, by virtue of the Merger and without any action on the part of the sole holder of membership interest certificates of Data Management, the membership interest certificate of Data Management issued and outstanding immediately prior to the Effective Time shall be cancelled and no additional consideration shall be issued in respect thereof.

**ARTICLE 4  
TERMINATION**

4.1 **Termination Prior to Effective Time.** Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the appropriate action of either Data Management or Scantron at any time prior to the Effective Time.

**ARTICLE 5  
MISCELLANEOUS**

5.1 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding concerning the subject matter hereof between the parties hereto. The Agreement may not be modified or amended, except in a writing executed by both parties hereto.

5.2 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Scantron Corporation and Data Management I LLC have caused this Agreement and Plan of Merger to be executed in each company name by each duly authorized officer on the date set forth above.

**DATA MANAGEMENT I LLC**

By: Edward P. Taibi  
Name: Edward P. Taibi  
Title: Vice President

**SCANTRON CORPORATION**

By: Kathleen Barsocchini  
Name: Kathleen Barsocchini  
Title: Senior Vice President, General Counsel, and Secretary