

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

12-23-1998

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To the Honorable Commissioner of Patents and Trademarks: Please record the att

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1. Name of conveying party (ies):
Haystack Labs.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Assumed name of Haystack Laboratories, Inc., a Texas corporation
 Additional name(s) of conveying party(ies) attached? Yes No

MRD
12-21-98

2. Name and address of receiving party(ies):
 Name: Haystack Laboratories, Inc.
 Internal Address: _____
 Street Address: 10713 RR 620 N., Suite 521
 City: Austin State: TX ZIP: 78726
 Individual(s) citizenship: _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: May 9, 1996

If assignment is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from this assignment)
 Additional name(s) and addresses attached? Yes No

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
75/039663
 Additional numbers attached? Yes No

B. Trademark Registration No. (s)

DEC 21 PM 2:07
P/R/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: John L. Slafsky
 Internal Address: Wilson Sonsini Goodrich & Rosati

 Street Address: 650 Page Mill Road

 City: Palo Alto State: CA ZIP: 94304-1050

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
 If insufficient funds charge to:
 8. Deposit account number:
23-2415 Attn: 18974-TM1206
 (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.
John L. Slafsky [Signature] 12-14-98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

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

12/23/1998 SRJ/NE 0000002 75039663

TRADEMARK
REEL: 1831 FRAME: 0088

ASSUMED NAME CERTIFICATE
FOR AN INCORPORATED BUSINESS OR PROFESSIONAL SERVICE

FILED
Office of the
Secretary of State of Texas
17 1993

- The name of the incorporated business or profession as stated in its articles of incorporation or comparable document is HAYSTACK LABORATORIES, INC.
- The assumed name under which the business or professional service is to be conducted or rendered is HAYSTACK LABS, INC.
- The state, country, or other jurisdiction under the laws of which it was incorporated or associated is Texas, and the address of its registered or similar office in that jurisdiction is 8920 Business Park Dr, Austin, TX 78759.
- The period, not to exceed 10 years, during which the assumed name will be used is 10 years.
- The corporation is a (circle one): business corporation non-profit corporation, professional corporation, professional association or some other type of incorporated business, professional or other association (specify) _____
- If the corporation is required to maintain a registered office in Texas, the address of the registered office is 9005 Roxborough St, Austin, TX 78729 and the name of its registered agent at such address is Stephen E. Smaha.
- If the corporation is not required to or does not maintain a registered office in Texas, the office address in Texas is _____ and its office address elsewhere is _____
- The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are (if applicable, use the designation "ALL"): ALL

Jessica Winslow
Signature of officer, representative or attorney-in-fact of the corporation

Before me on this 14th day of May, 1993, personally appeared JESSICA WINSLOW and acknowledged to me that she executed the foregoing certificate for the purposes therein expressed.

(Notary Seal)

David Harden
Notary Public Texas County

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ARTICLES OF MERGER
 OF
 HAYSTACK LABORATORIES, INC.,
 a Texas corporation,
 and
 HAYSTACK LABORATORIES, INC.,
 a Delaware corporation

FILED
 In the Office of the
 Secretary of State of Texas
 MAY 09 1936
 Corporations Section

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act, the undersigned domestic and foreign corporations adopt the following Articles of Merger.

1. The names of the corporations participating in the merger and the States under which they are respectively organized are as follows: Haystack Laboratories, Inc., a Texas corporation ("Haystack-Texas"), and Haystack Laboratories, Inc., a Delaware corporation ("Haystack-Delaware").
2. The Agreement of Merger is set forth as Exhibit A hereto.
3. The Agreement of Merger was duly approved by the shareholders of each corporation as follows:
 - a. Haystack-Texas has one class of authorized stock, Common Stock, 1,161,215 shares of which are outstanding, more than two-thirds of which voted for the Agreement of Merger at a special meeting, at which meeting no shares were voted against the agreement of merger.

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b. Haystack-Delaware has only one class of capital stock outstanding, Common Stock, 100 shares of which are outstanding, all of which voted for the Agreement of Merger by unanimous written consent.

4. The Agreement of Merger was duly authorized by Haystack-Delaware by all action required by the laws of the State of Delaware and by the charter documents of Haystack-Delaware.

HAYSTACK LABORATORIES, INC.,
a Texas corporation

Dated: May 9, 1996

By: 
Steven E. Smith, President

HAYSTACK LABORATORIES, INC.,
a Delaware corporation

Dated: May 9, 1996

By: 
Steven E. Smith, President

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EXHIBIT A

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Agreement"), dated as of April 19, 1996, is executed pursuant to Section 252 of the General Corporation Law of Delaware and pursuant to the provisions of Article 5.04 of the Texas Business Corporations Act, by and between Haystack Laboratories, Inc., a Delaware corporation ("Haystack-Delaware"), and Haystack Laboratories, Inc., a Texas corporation ("Haystack-Texas").

WHEREAS, Haystack-Texas is the sole stockholder of Haystack-Delaware;

WHEREAS, Haystack-Delaware and Haystack-Texas desire to merge into a single corporation, with Haystack-Delaware being the surviving corporation;

NOW THEREFORE, in consideration of the mutual covenants, agreements and provisions herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties as follows:

FIRST: Haystack-Texas hereby merges with and into Haystack-Delaware. Haystack-Delaware shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Delaware, but the separate corporate existence of Haystack-Texas shall cease forthwith effective upon the date this Agreement of Merger is filed with the Secretaries of State of the States of Delaware and Texas (the "Effective Date").

SECOND: The Amended and Restated Certificate of Incorporation of Haystack-Delaware, as in effect on the Effective Date of this merger, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger unless and until the same shall be amended or repealed in accordance with the provisions thereof and of the Delaware General Corporation Law (the "Delaware Law").

THIRD: The manner of converting the outstanding shares of capital stock and other securities of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

(a) each share of no par value Common Stock of Haystack-Texas outstanding on the Effective Date of this merger, and all rights in respect thereof, shall be changed and converted into five (5) shares of Common Stock of Haystack-Delaware with an assigned par value of \$.001;

(b) each option to purchase Common Stock of Haystack-Texas outstanding on the Effective Date of this merger, and all rights in respect thereof, shall be changed and converted into an option to purchase shares of Common Stock of Haystack-Delaware equal to the number of shares of Common Stock of Haystack-Texas purchasable under the option as in effect immediately prior to the Effective Date multiplied by five (5); and the per

share exercise price for the shares of Common Stock of Haystack-Delaware equal to the quotient obtained by dividing the exercise price per share of Common Stock of Haystack-Texas by five (5);

(c) upon the Effective Date, each of the 100 shares of the Common Stock of Haystack-Delaware presently issued and outstanding shall be retired, and no shares of Common Stock or other securities of Haystack-Delaware shall be issued in respect thereof; and

(d) after the Effective Date of this merger:

(i) each holder of an outstanding certificate representing shares of Common Stock of Haystack-Texas shall surrender the same to Haystack-Delaware and shall be entitled upon such surrender to receive that number of shares of Common Stock of Haystack-Delaware that such holder has the right to receive on the basis provided herein in subparagraph (a) above;

(ii) upon the filing of this Merger Agreement, each outstanding option to purchase shares of Common Stock of Haystack-Texas shall automatically and without any action by the holder thereof become an option to purchase the number of shares of Common Stock of Haystack-Delaware that such holder has the right to receive on the basis provided herein in subparagraph (b) above; and

(iii) until so surrendered, the outstanding shares of the stock of Haystack-Texas to be converted into the stock of Haystack-Delaware as provided herein may be treated by Haystack-Delaware for all corporate purposes as evidencing the ownership of shares of the surviving corporation as though said surrender and exchange has taken place. After the Effective Date of this Agreement, each registered owner of any uncertificated shares of Common Stock of Haystack-Texas shall have said shares cancelled and said registered owner shall be entitled to that number of shares of Common Stock of Haystack-Delaware calculated on the basis provided herein.

FOURTH: The terms and conditions of the merger are as follows:

(a) the bylaws of Haystack-Delaware as they shall exist on the Effective Date of this merger shall be and remain the bylaws of the surviving corporation unless and until the same shall be altered, amended or repealed in accordance with the provisions thereof and of the Delaware Law;

(b) the director and officers of Haystack-Delaware, the surviving corporation, shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified;

(c) this merger shall become effective upon the filing of this Agreement with the Secretaries of State of the States of Delaware and Texas. However, for all accounting purposes the effective time of the merger shall be as of the close of business on the date of filing this Agreement with the Secretaries of State of the States of Delaware and Texas.

(d) upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Haystack-Texas shall be transferred to, vested in, and devolve upon, Haystack-Delaware without further act or deed and all property, rights, and every other interest of Haystack-Delaware and Haystack-Texas shall be as effectively the property of Haystack-Delaware as they were of Haystack-Delaware and Haystack-Texas, respectively. Haystack-Texas hereby agrees from time to time, as and when requested by Haystack-Delaware or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as Haystack-Delaware may deem necessary or desirable in order to vest in and confirm to Haystack-Delaware title to and possession of any property of Haystack-Texas acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the interest and purposes hereof and the proper officers and directors of Haystack-Texas and the proper officers and directors of Haystack-Delaware are fully authorized in the name of Haystack-Texas or otherwise to take any and all such action; and

(e) upon the merger becoming effective, all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to Haystack-Delaware and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; Haystack-Delaware shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the date of filing the Agreement with the Secretaries of State of the States of Delaware and Texas, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

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IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolution adopted by their respective Boards of Directors have caused these presents to be executed by the President and attested by the Secretary of each party hereto as the respective act, deed and agreement of each of said corporations, on the date hereinabove set forth.

HAYSTACK LABORATORIES, INC.,
a Delaware corporation

By Stephen E. Smaha
Stephen E. Smaha, President

ATTEST:

By Jessica Winslow
Jessica Winslow,
Assistant Secretary

HAYSTACK LABORATORIES, INC.,
a Texas corporation

By Stephen E. Smaha
Stephen E. Smaha, President

ATTEST:

By Stephen E. Smaha
Stephen E. Smaha, Secretary

