

01-27-1999



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US or City thereof.

1. Name of conveying party(ies):

2. Name and address of receiving party(ies)

Plantronics, Inc., a California corporation  
Plantronics, Inc., a Delaware corporation

Plantronics, Inc.  
337 Encinal Street  
P.O. Box 1802  
Santa Cruz, California 95060

- Individuals
- General Partnership
- Corporation-State of
- Other
- Association
- Limited Partnership

1-25-99

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

3. Nature of conveyance:

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

- Individual(s) citizenship
- General Partnership
- Corporation-State of Delaware
- Other:
- Association
- Limited Partnership

Execution Date: June 3, 1987

If assignee is not domiciled in the United States, a domestic representative designation is attached  
 Yes  No  
Designations must be separate document from Assignment

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

Additional name(s) & address(es) attached?  Yes  No

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

1,097,970

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

Name: D. Randall King  
Address: Merchant, Gould, Smith, Edell,  
Welter & Schmidt, P.A.  
3100 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-4131

Additional number attached?  Yes  No

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT WRITE IN 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.

D. Randall King

Name of Person Signing

Signature

Date

1/14/99

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Total number of pages including cover sheet, attachments, and document fee

Do not detach this portion

All documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-100C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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JUN 11 1987

AGREEMENT AND PLAN OF MERGER  
OF PLANTRONICS, INC.  
A DELAWARE CORPORATION  
AND  
PLANTRONICS, INC.,  
A CALIFORNIA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 3, 1987 (the "Agreement") is between Plantronics, Inc., a Delaware corporation ("Plantronics Delaware") and Plantronics, Inc., a California corporation ("Plantronics California"). Plantronics Delaware and Plantronics California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Plantronics Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 21,000,000 shares, of which 1,000,000 shares are undesignated Preferred Stock, \$.01 par value, issuable in one or more series, and 20,000,000 shares are Common Stock, \$.01 par value, 100 shares of which are outstanding and held by Plantronics California.

B. Plantronics California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 20,000,000 shares of Common Stock, without par value, of which 6,248,293 shares are issued and outstanding, 1,000,000 shares of undesignated Preferred Stock, without par value, none of which is issued or outstanding.

C. The Board of Directors of Plantronics California has determined that, for the purpose of effecting the reincorporation of Plantronics California in the State of Delaware, it is advisable that Plantronics California merge with and into Plantronics Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Plantronics Delaware and Plantronics California have approved this Agreement and the Boards of Directors of Plantronics Delaware and Plantronics California have directed that this Agreement be submitted to a vote of their shareholders.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Plantronics Delaware and Plantronics California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

## MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Plantronics California shall be merged with and into Plantronics Delaware (the "Merger") and Plantronics Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Plantronics, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Certificate of Merger or an executed counterpart of this Agreement shall have been filed with the Secretary of State of the State of Delaware.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of Merger."

1.3 Certificate of Incorporation. The Certificate of Incorporation of Plantronics Delaware as in effect immediately prior to the Effective Date of Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

1.4 By-Laws. The By-Laws of Plantronics Delaware as in effect immediately prior to the Effective Date of Merger shall continue in full force and effect as the By-Laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

1.5 Directors and Officers. The directors and officers of Plantronics Delaware immediately prior to the Effective Date of Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been elected and qualified

or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation and the By-Laws of the Surviving Corporation.

1.6 Effect of Merger. Upon the Effective Date of Merger, the separate existence of Plantronics California shall cease and Plantronics Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of Merger, shall be subject to all actions previously taken by the Plantronics California Board of Directors and shall succeed, without other transfer, to all of the assets, rights, powers and property of Plantronics California in the manner of and as more fully set forth in Section 259 of the Delaware General Corporation Law, and (ii) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of Merger and shall succeed, without other transfer, to all of the debts, liabilities and obligations of Plantronics California in the same manner as if Plantronics Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

## II

### MANNER OF CONVERSION OF STOCK

2.1 Plantronics California Common Stock. Upon the Effective Date of Merger, each share of Common Stock, without par value, of Plantronics California issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.01 par value, of the Surviving Corporation.

2.2 Plantronics Options, Stock Purchase Rights and Other Convertible Securities. Upon the Effective Date of Merger, the Surviving Corporation shall assume and continue the Stock Option and other employee benefit plans of Plantronics California. Each outstanding and unexercised option, right to purchase Plantronics California Common Stock shall become an option or right to purchase the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for each share of Plantronics California Common Stock issuable pursuant to any such option, stock purchase right or other convertible security, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Plantronics California option, right or other convertible security at the Effective Date of Merger.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and other convertible securities equal to the number of shares of Plantronics California Common Stock so reserved immediately prior to the Effective Date of Merger.

2.3 Plantronics Delaware Common Stock. Upon the Effective Date of Merger, each share of Common Stock, \$.01 par value, of Plantronics Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

2.4 Exchange of Certificates. After the Effective Date of Merger, each holder of an outstanding certificate representing shares of Plantronics California Common Stock may at such shareholder's option surrender the same for cancellation to First Interstate Bank of California, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Plantronics California Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of Plantronics California Common Stock were converted.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions or transferability as the certificates of Plantronics California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Plantronics Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall

be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Plantronics Delaware that such tax has been paid or is not payable.

### III

#### GENERAL

3.1 Covenants of Plantronics Delaware. Plantronics Delaware covenants and agrees that it will, on or before the Effective Date of Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.

(b) File any and all documents with the California Franchise Tax Board necessary to the assumption by Plantronics Delaware of all of the franchise tax liabilities of Plantronics California.

(c) Take such other actions as may be required by the California General Corporation Law.

3.2 Abandonment. At any time before the Effective Date of Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Plantronics California or Plantronics Delaware or both, notwithstanding the approval of this Agreement by the shareholders of Plantronics California or the shareholders of Plantronics Delaware or both.

3.3 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or a certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of the agreement by the stockholders of either 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 consolidation, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such Constituent Corporation.

3.4 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

3.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 337 Encinal Street, P.O. Box 1802, Santa Cruz, California 95061-1802 and copies thereof will be furnished to any shareholder of each Constituent Corporation, upon request and without cost.

3.6 Governing Law. This agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware, and, so far as applicable, the merger provisions of the California General Corporation Law.

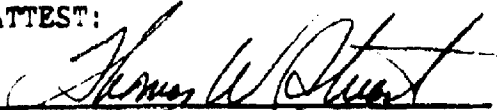
3.7 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement, having first been approved by resolution of the Boards of Directors of Plantronics Delaware and Plantronics California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

PLANTRONICS, INC.,  
a Delaware corporation

By   
Neil J. Hynes, President

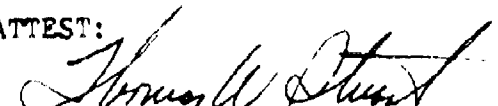
ATTEST:

  
Thomas W. Stuart, Secretary

PLANTRONICS, INC.,  
a California corporation

By   
Neil J. Hynes, President

ATTEST:


  
Thomas W. Stuart, Secretary



CERTIFICATE OF SECRETARY

I, Thomas W. Stuart, Secretary of Plantronics, Inc., a California corporation ("Plantronics"), do hereby certify as such Secretary in accordance with the General Corporation Laws of the States of California and Delaware, that a form of the Agreement and Plan of Merger (the "Agreement") to which this Certificate is attached was duly submitted to the shareholders of Plantronics, and that said Agreement was approved by such shareholders at the Annual Meeting of Shareholders held November 12, 1986, and that 3,379,444 shares of Common Stock, constituting a majority of the outstanding shares of Common Stock, were voted for the adoption of said Agreement and that thereby said Agreement was therefore duly adopted as the act of the shareholders of Plantronics and as the agreement and act of Plantronics.

IN WITNESS WHEREOF, I have executed this Certificate this 3<sup>rd</sup>  
day of JUNE, 1987.

  
Thomas W. Stuart, Secretary

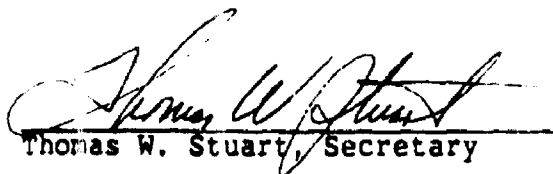
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CERTIFICATE OF SECRETARY

I, Thomas W. Stuart, Secretary of Plantronics, Inc., a Delaware corporation ("Plantronics Delaware"), do hereby certify as such Secretary in accordance with the Corporation Laws of the States of Delaware and California, that (a) the Agreement and Plan of Merger (the "Agreement") to which this Certificate is attached, after having been first duly adopted by the Board of directors of Plantronics Delaware and Plantronics, Inc., a California corporation ("Plantronics California") was duly submitted to the sole shareholder of Plantronics Delaware and was approved by such sole shareholder by written consent dated September 5, 1986, (b) that by virtue of such written consent, 100 shares of Common Stock, constituting all of the outstanding shares of Common Stock of Plantronics Delaware, were voted for the adoption of said Agreement and that thereby such Agreement was duly adopted as the act of the sole shareholder of Plantronics Delaware and as the agreement and act of Plantronics Delaware, and that (c) the Agreement has been executed by Plantronics Delaware and Plantronics California all as provided in Subchapter VII of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I have executed this Certificate this 3rd day of JUNE, 1987.

  
Thomas W. Stuart, Secretary

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