

RECORDATION FORM C TRADEMARKS



100986810

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

Integrated Network Corporation
757 Route 202/206
Bridgewater, New Jersey 08807

- Individual(s)
- General Partnership
- Corporation - State DELAWARE
- Other _____

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

2. Name and address of receiving party(ies)

Name: inc Integrated Network Corporation

Internal Address: _____

Street Address: 757 Route 202/206

City: Bridgewater State: New Jersey ZIP: 08807

- Association _____
- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State TEXAS
- Other _____

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

3. Nature of conveyance: 3-8-99

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

Execution Date: December 30, 1998

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

A. Trademark Application No.(s)

See attached Schedule A.

B. Trademark Registration No.(s)

See attached Schedule A.

Additional numbers attached? Yes No

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

Name: Timothy J. Meagher
Internal Address: Hamilton, Brook, Smith & Reynolds, P.C.

03/15/1999 JSHABAZZ 00000191 1468849

01 FC 481 40.00 DP
02 FC 482 350.00 DP

Street Address: Two Militia Drive

City: Lexington State: MA ZIP: 02421-4799

6. Total number of applications and registrations involved: [15]

7. Total Fee (37 C.F.R. 3.41)..... \$ 390.00

- Enclosed
- Authorized to charge any deficiencies or credit any overpayment to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

08-0380

390E

(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.

Timothy J. Meagher

Name of Person Signing

Signature

3/3/99

Date

Total number of pages including cover sheet, attachments, and document: [46]

SCHEDULE A
UNITED STATES TRADEMARKS & APPLICATIONS

U.S. TRADEMARK REGISTRATION NUMBERS

1468849	1753754	2010571	2004762

U.S. TRADEMARK APPLICATION NUMBERS

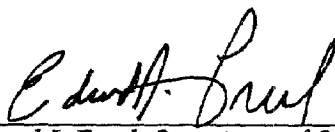
75/295,074	75/364,694	75/389,670
75/411,525	75/411,242	75/411,241
75/411,243	75/444,882	75/475,760
75/475,759	75/546,011	

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"INTEGRATED NETWORK CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "INC INTEGRATED NETWORK CORPORATION" UNDER THE NAME OF "INC INTEGRATED NETWORK CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF DECEMBER, A.D. 1998, AT 5 O'CLOCK P.M.





Edward J. Freel, Secretary of State

AUTHENTICATION:

2048097 8100M

DATE: 9580231

991055287

02-17-99

TRADEMARK
REEL: 1868 FRAME: 0588

**CERTIFICATE OF OWNERSHIP AND MERGER
 FOR MERGER
 OF
 INTEGRATED NETWORK CORPORATION, A DELAWARE PARENT
 CORPORATION
 INTO
 inc INTEGRATED NETWORK CORPORATION, A TEXAS SUBSIDIARY
 CORPORATION**

Pursuant to the provisions of Section 253 of the General Corporation Law of Delaware ("GCLD") and Article 5.16 of the Texas Business Corporation Act ("TBCA"), the undersigned Texas subsidiary corporation hereby certifies as follows:

1. The names of the undersigned Delaware parent corporation and its wholly-owned Texas subsidiary corporation are as follows:

<u>Name</u>	<u>State of Incorporation</u>	<u>Relationship</u>
Integrated Network Corporation	Delaware	Parent
inc Integrated Network Corporation	Texas	Subsidiary

2. By resolution dated December 1, 1998, a copy of which is attached hereto as Exhibit "A", the Board of Directors of Integrated Network Corporation, a Delaware corporation ("Parent"), as prescribed by the GCLD, authorized and approved the merger of Parent with and into inc Integrated Network Corporation, a Texas corporation ("Subsidiary") in accordance with that certain Plan and Agreement of Merger dated December 30, 1998 (the "Plan of Merger"), a copy of which is attached hereto as Exhibit "B".

3. By written consent dated December 30, 1998, a copy of which is attached hereto as Exhibit "C", the stockholders of Parent, as prescribed by the GCLD, authorized the merger of Parent with and into Subsidiary in accordance with the Plan of Merger.

4. The number of outstanding shares of each class and series of Subsidiary and the number of such shares of each class and series owned by the Parent are as follows:

<u>Designation of Class</u>	<u>Series</u>	<u>Par Value</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Owned by Parent</u>
Common	----	\$.0078	100,000	100%

5. Pursuant to the terms of the merger, each outstanding share of Integrated Network Corporation Common Stock, par value \$.0078 per share, shall be converted into one share of inc Integrated Network Corporation Common Stock, par value \$.0078 per share.

6. Pursuant to the terms of the merger, each outstanding share of each series of Integrated Network Corporation Preferred Stock, par value \$.0078 per share, shall be converted into one share of such series of inc Integrated Network Corporation Preferred Stock, par value \$.0078 per share.

7. The laws of Delaware and Texas permit such merger, and the approval of the Plan of Merger was duly authorized by all action required by the laws of Delaware and Texas and by the constituent documents of Parent and Subsidiary. The merger has been adopted, approved, certified, executed and acknowledged by (i) Parent in accordance with the laws of the State of Delaware and by (ii) Subsidiary in accordance with the laws of the State of Texas.

8. A copy of the Plan of Merger is on file at 757 Route 202/206, Bridgewater, NJ 08807 and will be furnished by inc Integrated Network Corporation, on request and without cost, to the stockholders of either Integrated Network Corporation or inc Integrated Network Corporation.

9. Subsidiary is the surviving corporation. The name of the surviving corporation is inc Integrated Network Corporation, and such corporation is to be governed by the laws of the State of Texas. The address of its registered office in Texas is One Commodore Plaza, 800 Brazos, Suite 750, Austin, Texas 78701-2507. The name of the registered agent at such address is CSC.

10. Subsidiary, as the surviving corporation hereby (i) agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of Subsidiary or Parent, arising from the merger, including the rights of any dissenting stockholders thereof, (ii) hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings and agrees that service of any such process may be made by personally delivering to and leaving with such Secretary of State of the State of Delaware duplicate copies of such process, and (iii) hereby authorizes the Secretary of State of the State of Delaware to send forthwith by registered mail one of such duplicate copies of such process addressed to it at 757 Route 202/206, Bridgewater, NJ 08807 unless Subsidiary shall hereafter designate in writing to such Secretary of State of the State of Delaware a different address for such process, in which case the duplicate copy of such process shall be mailed to the last address so designated.

11. The date that such merger shall be effective is December 31, 1998.

EXECUTED as of December 30, 1998.

INTEGRATED NETWORK CORPORATION

By: 
Dr. Yo-Sung Cho, President

442WAK308/1.A702B51-1

**Resolutions Adopted by
Board of Directors of
Integrated Network Corporation
(a Delaware corporation)**

Reincorporation from Delaware to Texas

RESOLVED: That the Corporation be and hereby is authorized to reincorporate into the State of Texas by means of a merger (the "Reincorporation Merger") with and into inc Integrated Network Corporation, a Texas corporation and wholly owned subsidiary of the Corporation ("Merger Corp.").

RESOLVED: That the Board of Directors deems advisable, and hereby authorizes, adopts and approves, the Plan and Agreement of Merger in substantially the form attached hereto as Exhibit C (the "Reincorporation Merger Agreement") pursuant to which (i) each outstanding share of the Corporation's Common Stock, par value \$.0078 per share, shall be converted into one share of Merger Corp. Common Stock, par value \$.0078 per share, (ii) each outstanding share of the Corporation's Series A Preferred Stock, par value \$.0078 per share, shall be converted into one share of Merger Corp. Series A Preferred Stock, par value \$.0078 per share, (iii) each outstanding share of the Corporation's Series B Preferred Stock, par value \$.0078 per share, shall be converted into one share of Merger Corp. Series B Preferred Stock, par value \$.0078 per share, (iv) each outstanding share of the Corporation's Series C Preferred Stock, par value \$.0078 per share shall be converted into one share of Merger Corp. Series C Preferred Stock, par value \$.0078 per share, (v) each outstanding share of the Corporation's Series D Preferred Stock, par value \$.0078 per share, shall be converted into one share of Merger Corp. Series D Preferred Stock, par value \$.0078 per share, (vi) each outstanding share of the Corporation's Series E Preferred Stock, par value \$.0078 per share, shall be converted into one share of Merger Corp. Series E Preferred Stock, par value \$.0078 per share, (vii) each issued share of the Corporation held in treasury by the Corporation shall be returned and canceled and no shares of Merger Corp. Common Stock shall be issued in respect thereof, and (viii) each outstanding share of Merger Corp. stock held by the Corporation shall be retired and canceled and shall resume the status of an authorized and unissued share, with such changes to the Reincorporation Merger Agreement in such form as either the President or Vice President-Finance and Administration, acting alone, shall determine to be necessary, desirable or appropriate,

such determination to be conclusively evidenced by the execution of the Merger Agreement by such officer.

RESOLVED: That the Board of Directors hereby recommends approval and adoption of the Reincorporation Merger Agreement by the stockholders of the Corporation and directs that the Reincorporation Merger Agreement be submitted to the stockholders of the Corporation for their approval and adoption in accordance with the requirements of the Delaware General Corporation Law.

RESOLVED: That each of the President and Vice President-Finance and Administration of the Corporation, acting alone, hereby is authorized, empowered and directed to execute and deliver, in the name and on behalf of the Corporation the Reincorporation Merger Agreement and such other agreements and instruments relating to the Reincorporation Merger in such form as he shall approve, his execution and delivery thereof to be conclusive evidence of the Corporation's approval.

RESOLVED: That, subject to the approval of the Reincorporation Merger Agreement by the stockholders of the Corporation, each of the President and Vice President-Finance and Administration, acting alone, hereby is authorized, empowered and directed, in the name and on behalf of the Corporation, to do all things, to take all such actions and to negotiate, prepare, execute, deliver, perform and file all such agreements, instruments, reports, documents and regulatory and other notices as may be required or determined to be necessary or appropriate in connection with the Reincorporation Merger Agreement and the Reincorporation Merger, or any or all of the transactions described therein and contemplated thereunder, including, without limitation, to file Articles of Merger in the office of the Secretary of State of the State of Texas and a Certificate of Merger in the office of the Secretary of State of the State of Delaware.

RESOLVED: That upon approval by the stockholders of the Corporation and upon the effective date of the Reincorporation Merger (the "Reincorporation Effective Date"), the Corporation shall be merged into Merger Corp., the separate existence of the Corporation shall cease, and Merger Corp. shall continue to exist under its name by virtue of, and shall be governed by, the laws of the State of Texas.

RESOLVED: That on and after the Reincorporation Effective Date, all of the outstanding certificates that prior to that time represented shares of the Corporation's Common Stock and Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent shares of Merger Corp. Common Stock and Preferred Stock, as appropriate, into which

the shares of the Corporation's Common Stock and Preferred Stock represented by such certificates have been converted pursuant to the Reincorporation Merger Agreement and shall be so registered on the books and records of Merger Corp.

RESOLVED: That the Reincorporation Merger Agreement may be terminated by the Board of Directors of the Corporation at any time prior to the filing of the Certificate of Merger with the Secretary of State of Delaware and the Articles of Merger with the Secretary of State of Texas, notwithstanding approval of the Reincorporation Merger Agreement by the stockholders of the Corporation.

Charter Amendments regarding Reincorporation

RESOLVED: That the Directors propose and declare it advisable that the Corporation's Second Restated Certificate of Incorporation be amended by deleting the penultimate sentence of Article FOURTH, Section A, paragraph 4 and replacing it in its entirety with the following:

"Furthermore, notwithstanding the foregoing, the reincorporation of the Corporation in the State of Texas by means of a merger (the "Reincorporation Merger") with and into inc Integrated Network Corporation, a Texas corporation and wholly owned subsidiary of the Corporation, shall not be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this paragraph 4."

RESOLVED: That the Directors propose and declare it advisable that the Corporation's Second Restated Certificate of Incorporation be amended by deleting Article FOURTH, Section A, paragraph 5I, subparagraph (3) in its entirety and replacing it with the following:

"(3) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or a consolidation or merger of the Corporation with, or a sale of all or substantially all its assets to, another corporation other than in connection with (a) the transfer of the properties, assets and technology constituting the Jera product line and Thurisa product line to a wholly-owned subsidiary of the Corporation, and the subsequent sale of all of the outstanding stock of such subsidiary to Cisco Systems, Inc. or (b) the Reincorporation Merger; or"

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement") dated as of December 30, 1998, is made between INC INTEGRATED NETWORK CORPORATION, a Texas corporation ("INC-Texas") and INTEGRATED NETWORK CORPORATION, a Delaware corporation ("INC-Delaware").

WITNESSETH:

WHEREAS, INC-Delaware is a corporation organized and existing under the laws of the State of Delaware;

WHEREAS, INC-Texas is a newly-formed corporation organized and existing under the laws of the State of Texas;

WHEREAS, INC-Texas is a wholly-owned subsidiary of INC-Delaware; and

WHEREAS, the Board of Directors of each corporation has determined that it is desirable to merge INC-Delaware with and into INC-Texas (such merger being hereinafter referred to as the "Merger");

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that INC-Delaware shall be merged with and into INC-Texas upon the terms and conditions hereinafter set forth.

ARTICLE I

Merger

On the Effective Date (as defined below) of the Merger, (i) INC-Delaware shall be merged into INC-Texas, (ii) the separate existence of INC-Delaware shall cease, and (iii) INC-Texas (hereinafter sometimes referred to as the "Surviving Corporation") shall continue to exist under the name of inc Integrated Network Corporation by virtue of, and shall be governed by, the laws of the State of Texas. The address of the registered office of the Surviving Corporation in the State of Texas will be CSC, One Commodore Plaza, 800 Brazos, Suite 750, Austin, Texas 78701.

ARTICLE II

Articles of Incorporation of Surviving Corporation

On the Effective Date, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in their entirety to the Restated Articles of Incorporation of INC-Texas attached hereto as Exhibit "A" and incorporated herein for all purposes, unless and until amended in accordance with applicable law.

PLAN AND AGREEMENT OF MERGER - Page 1

f:\integrated\general\docs\mergagt.doc

8/2/98 11:00 AM

CSC JAN 4 1999 10:46AM

TRADEMARK
REEL: 1868 FRAME: 0595

ARTICLE III

Bylaws of the Surviving Corporation

The Bylaws of the Surviving Corporation shall be the Bylaws of INC-Texas as in effect on the date hereof without change, unless and until amended or repealed in accordance with applicable law.

ARTICLE IV

Effect of Merger on Stock of Constituent Corporations

4.01 On the Effective Date, (i) each outstanding share of INC-Delaware Common Stock, par value \$.0078 per share ("INC-Delaware Common Stock"), shall be converted into one share of INC-Texas Common Stock, par value \$.0078 share ("INC-Texas Common Stock"), (ii) each issued share of INC-Delaware Common Stock held in treasury by INC-Delaware shall be returned and canceled and no shares of INC-Texas Common Stock shall be issued in respect thereof, and (iii) each outstanding share of INC-Texas Common Stock held by INC-Delaware shall be retired and canceled and shall resume the status of an authorized and unissued share. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of INC-Delaware Common Stock shall be deemed for all purposes to evidence ownership of and to represent shares of INC-Texas Common Stock into which the shares of INC-Delaware Common Stock represented by such certificates have been converted, as herein provided, and shall be so registered on the books and records of INC-Texas. The registered owners of all such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or conversion or otherwise accounted for to INC-Texas, have and shall be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of INC-Texas Common Stock evidenced by such outstanding certificates as above provided.

4.02 On the Effective Date, (i) each outstanding share of INC-Delaware Series A Preferred Stock, par value \$.0078 per share ("INC-Delaware Series A Preferred Stock"), shall be converted into one share of INC-Texas Series A Preferred Stock, par value \$.0078 share ("INC-Texas Series A Preferred Stock"), and (ii) each issued share of INC-Delaware Series A Preferred Stock held in treasury by INC-Delaware shall be returned and canceled and no shares of INC-Texas Series A Preferred Stock shall be issued in respect thereof. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of INC-Delaware Series A Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent shares of INC-Texas Series A Preferred Stock into which the shares of INC-Delaware Series A Preferred Stock represented by such certificates have been converted, as herein provided, and shall be so registered on the books and records of INC-Texas. The registered owners of all such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or conversion or otherwise accounted for to INC-Texas, have and shall be entitled to exercise any voting and

other rights with respect to and to receive any dividends and other distributions upon the shares of INC-Texas Series A Preferred Stock evidenced by such outstanding certificates as above provided.

4.03 On the Effective Date, (i) each outstanding share of INC-Delaware Series B Preferred Stock, par value \$.0078 per share ("INC-Delaware Series B Preferred Stock"), shall be converted into one share of INC-Texas Series B Preferred Stock, par value \$.0078 share ("INC-Texas Series B Preferred Stock"), and (ii) each issued share of INC-Delaware Series B Preferred Stock held in treasury by INC-Delaware shall be returned and canceled and no shares of INC-Texas Series B Preferred Stock shall be issued in respect thereof. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of INC-Delaware Series B Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent shares of INC-Texas Series B Preferred Stock into which the shares of INC-Delaware Series B Preferred Stock represented by such certificates have been converted, as herein provided, and shall be so registered on the books and records of INC-Texas. The registered owners of all such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or conversion or otherwise accounted for to INC-Texas, have and shall be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of INC-Texas Series B Preferred Stock evidenced by such outstanding certificates as above provided.

4.04 On the Effective Date, (i) each outstanding share of INC-Delaware Series C Preferred Stock, par value \$.0078 per share ("INC-Delaware Series C Preferred Stock"), shall be converted into one share of INC-Texas Series C Preferred Stock, par value \$.0078 share ("INC-Texas Series C Preferred Stock"), and (ii) each issued share of INC-Delaware Series C Preferred Stock held in treasury by INC-Delaware shall be returned and canceled and no shares of INC-Texas Series C Preferred Stock shall be issued in respect thereof. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of INC-Delaware Series C Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent shares of INC-Texas Series C Preferred Stock into which the shares of INC-Delaware Series C Preferred Stock represented by such certificates have been converted, as herein provided, and shall be so registered on the books and records of INC-Texas. The registered owners of all such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or conversion or otherwise accounted for to INC-Texas, have and shall be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of INC-Texas Series C Preferred Stock evidenced by such outstanding certificates as above provided.

4.05 On the Effective Date, (i) each outstanding share of INC-Delaware Series D Preferred Stock, par value \$.0078 per share ("INC-Delaware Series D Preferred Stock"), shall be converted into one share of INC-Texas Series D Preferred Stock, par value \$.0078 share ("INC-Texas Series D Preferred Stock"), and (ii) each issued share of INC-Delaware Series D Preferred Stock held in treasury by INC-Delaware shall be returned and canceled and no shares of INC-Texas Series D Preferred Stock shall be issued in respect thereof. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of INC-Delaware Series D Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent shares of INC-Texas Series D Preferred Stock into which the shares of INC-Delaware Series D Preferred Stock represented by such certificates have been converted, as herein provided, and shall be so

registered on the books and records of INC-Texas. The registered owners of all such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or conversion or otherwise accounted for to INC-Texas, have and shall be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of INC-Texas Series D Preferred Stock evidenced by such outstanding certificates as above provided.

4.06 On the Effective Date, (i) each outstanding share of INC-Delaware Series E Preferred Stock, par value \$.0078 per share ("INC-Delaware Series E Preferred Stock"), shall be converted into one share of INC-Texas Series E Preferred Stock, par value \$.0078 share ("INC-Texas Series E Preferred Stock"), and (ii) each issued share of INC-Delaware Series E Preferred Stock held in treasury by INC-Delaware shall be returned and canceled and no shares of INC-Texas Series E Preferred Stock shall be issued in respect thereof. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of INC-Delaware Series E Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent shares of INC-Texas Series E Preferred Stock into which the shares of INC-Delaware Series E Preferred Stock represented by such certificates have been converted, as herein provided, and shall be so registered on the books and records of INC-Texas. The registered owners of all such outstanding stock certificates shall, until such certificates shall have been surrendered for transfer or conversion or otherwise accounted for to INC-Texas, have and shall be entitled to exercise any voting and other rights with respect to and to receive any dividends and other distributions upon the shares of INC-Texas Series E Preferred Stock evidenced by such outstanding certificates as above provided.

4.07 The INC-Delaware Common Stock, INC-Delaware Series A Preferred Stock, INC-Delaware Series B Preferred Stock, INC-Delaware Series C Preferred Stock, INC-Delaware Series D Preferred Stock and INC-Delaware Series E Preferred Stock collectively are referred to herein as the "INC-Delaware Stock."

ARTICLE V

Corporate Existence, Powers and Liabilities of Surviving Corporation

5.01 On the Effective Date, the separate existence of INC-Delaware shall cease. INC-Delaware shall be merged with and into INC-Texas, the Surviving Corporation, in accordance with the provisions of this Agreement. Thereafter (i) INC-Texas shall possess all the rights, privileges, powers and franchises, and shall be subject to all the restrictions, disabilities and duties of each of INC-Delaware and INC-Texas, (ii) all and singular, the rights, privileges, powers and franchises of INC-Delaware and INC-Texas, and all property, real, personal and mixed, and all debts due to each of them on whatever account, shall be vested in INC-Texas, (iii) all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of INC-Texas, the Surviving Corporation, as they were of INC-Delaware, (iv) the title to any real estate, whether by deed or otherwise, vested in INC-Delaware and INC-Texas, or either of them, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of the parties hereto, shall be preserved, unimpaired, and (v) all debts, liabilities and duties of INC-Delaware and INC-Texas, shall thenceforth attach to INC-Texas, and

may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it such that, among other things, the Surviving Corporation will be responsible for the payment of all fees and franchise taxes and that the Surviving Corporation will be obligated to pay such fees and franchise taxes if the same are not timely filed.

5.02 INC-Delaware agrees that it will execute and deliver, or cause to be executed and delivered, all such deeds, assignments and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, immunities, powers, purposes and franchises, and all and every other interest, of INC-Delaware and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VI

Officers and Directors of Surviving Corporation

6.01 Upon the Effective Date, the officers and directors of the Surviving Corporation shall be the officers and directors of INC-Texas in office at such date, and such persons shall hold office in accordance with the Bylaws of the Surviving Corporation or until their respective successors shall have been appointed or elected.

6.02 If, upon the Effective Date, a vacancy shall exist in the Board of Directors of the Surviving Corporation, such vacancy shall be filled in the manner provided by its Articles of Incorporation and Bylaws.

ARTICLE VII

Approval by Shareholders: Effective Date: Amendment

7.01 This Agreement and the Merger contemplated hereby are subject to approval by the requisite vote of shareholders in accordance with applicable Texas and Delaware law. As promptly as practicable after approval of this Agreement by shareholders in accordance with applicable law, duly authorized officers of the respective parties shall make and execute Articles of Merger and a Certificate of Ownership and Merger and shall cause such documents to be filed with the Secretary of State of Texas and the Secretary of State of Delaware, respectively, in accordance with the laws of the States of Texas and Delaware.

7.02 In accordance with Section 10.03 of the Texas Business Corporation Act, the time and date upon which the Merger is to become effective (the "Effective Date") are 11:58 p.m. on December 31, 1998.

7.03 The Board of Directors of INC-Delaware and INC-Texas may abandon the Merger or amend this Agreement at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of the Merger by the shareholders of INC-Delaware shall not (i) alter or change the amount or kind of shares to be received by exchange for or on conversion of all or any

of the shares of INC-Delaware Stock, (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation, or (iii) alter or change any of the terms and conditions of this Agreement, if such alteration or change would adversely affect the holders of INC-Texas Stock.

ARTICLE VIII

Termination of Merger

This Agreement may be terminated and the Merger abandoned at any time prior to the filing of this Agreement with the Secretary of State of Texas and the Secretary of State of Delaware, whether before or after shareholder approval of this Agreement, by the consent of the Boards of Directors of INC-Delaware and INC-Texas.

ARTICLE IX

Tax Free Reorganization

It is intended that the Merger will qualify as a tax free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

ARTICLE X

Miscellaneous

In order to facilitate the filing and recording of this Agreement, this Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, all as of the day and year first above written.

INC INTEGRATED NETWORK CORPORATION, a Texas corporation

By: [Signature]
Name: B. S. C. Co.
Its: PRESIDENT

INTEGRATED NETWORK CORPORATION, a Delaware corporation

By: [Signature]
Name: B. S. C. Co.
Its: PRESIDENT

**RESTATED ARTICLES OF INCORPORATION
OF
INC INTEGRATED NETWORK CORPORATION**

FIRST. The name of the corporation (the "Corporation") is inc Integrated Network Corporation.

SECOND. The address of its registered office in the State of Texas is One Commodore Plaza, 800 Brazos, Suite 750, Austin, Texas 78701-2507. The name of its registered agent at such address is CSC.

THIRD. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Texas Business Corporation Act.

FOURTH: The period of duration of the corporation is perpetual.

FIFTH. The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 22,690,670 shares, comprised of 17,000,000 shares of Common Stock with a par value of Seventy-Eight One Hundredths of One Cent (\$.0078) per share (the "Common Stock") and 5,690,670 shares of Preferred Stock with a par value of Seventy-Eight One Hundredths of One Cent (\$.0078) per share (the "Preferred Stock").

A description of the respective classes of stock and a statement of the designations, preferences, voting powers (or no voting powers), relative, participating, optional or other special rights and privileges and the qualifications, limitations and restrictions of the Preferred Stock and Common Stock are as follows:

A. PREFERRED STOCK

1. **Designations.** The Preferred Stock shall comprise five series designated and known as follows: 3,074,877 shares of Series A Preferred Stock ("Series A Preferred Stock"), 257,670 shares of Series B Preferred Stock ("Series B Preferred Stock"), 547,284 shares of Series C Preferred Stock ("Series C Preferred Stock"), 817,503 shares of Series D Preferred Stock ("Series D Preferred Stock"), and 993,336 shares of Series E Preferred Stock ("Series E Preferred Stock").

Jan. 4 1999 10:46AM CSC

2. **Voting Rights.** Except as otherwise provided by law and these Articles of Incorporation, the holders of Preferred Stock and Common Stock shall vote together as a class on all matters to be voted on by the shareholders of the Corporation on the following basis: (i) each holder of Preferred Stock shall be entitled to one vote for each share of Common Stock which would be issuable to such holder upon the conversion of all the shares of Preferred Stock so held on the record date for the determination of shareholders entitled to vote and (ii) each holder of Common Stock shall be entitled to one vote per share. Cumulative voting in the election of directors is expressly prohibited.

3. **Dividends.** Dividends shall begin to accrue on each share of Series A Preferred Stock, each share of Series B Preferred Stock and each share of Series C Preferred Stock beginning the date on which the Corporation receives written notice from the holders of at least 25% of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, taken together as a single class for this purpose (the "First Dividend Notice"), that such dividends shall begin to accrue at the rate of 10% of the Series A Liquidation Payment, Series B Liquidation Payment or Series C Liquidation Payment (each as defined below), as the case may be, per year. Dividends shall begin to accrue on each share of Series D Preferred Stock beginning the date on which the Corporation receives written notice from the holders of at least 50% of the outstanding shares of Series D Preferred Stock (the "Second Dividend Notice") that such dividends shall begin to accrue at the rate of 10% of the Series D Liquidation Payment (as defined below) per year, provided that such Second Dividend Notice may only be given if the First Dividend Notice had already been given. Dividends shall begin to accrue on each share of Series E Preferred Stock beginning the date on which the Corporation receives written notice from the holders of at least 50% of the outstanding shares of Series E Preferred Stock (the "Third Dividend Notice") that such dividends shall begin to accrue at the rate of 10% of the Series E Liquidation Payment (as defined below) per year, provided that such Third Dividend Notice may only be given if the First Dividend Notice had already been given. Dividends shall, once they begin to accrue, be cumulative, whether or not earned, and shall be payable to the extent earned in cash, quarterly in equal installments on the last day of March, June, September and December in each year commencing June 30 in the year in which dividends begin to accrue, as provided above in this paragraph 3.

4. **Liquidation.** Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series E Preferred Stock shall be entitled, before any distribution or payment is made upon any Common Stock, to be paid an amount per share equal to \$2.665 in the case of the Series A Preferred Stock, \$1.1967 in the case of the Series B Preferred Stock, \$2.3886 in the case of the Series C Preferred Stock, \$2.3886 in the case of the Series D Preferred Stock, or \$2.9894 in the case of the Series E Preferred Stock, plus, in each such case, an amount equal to all dividends accrued but unpaid on each share, computed to the

date payment thereof is made available, and the holders of Preferred Stock shall not be entitled to any further payment, such amount payable with respect to one share of Series A Preferred Stock being sometimes referred to as the "Series A Liquidation Payment", such amount payable with respect to one share of Series B Preferred Stock being sometimes referred to as the "Series B Liquidation Payment", such amount payable with respect to one share of Series C Preferred Stock being sometimes referred to as the "Series C Liquidation Payment", such amount payable with respect to one share of Series D Preferred Stock being sometimes referred to as the "Series D Liquidation Payment" and such amount payable with respect to one share of Series E Preferred Stock being sometimes referred to as the "Series E Liquidation Payment". If upon such liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the assets to be distributed among the holders of Preferred Stock shall be insufficient to permit payment to the holders of Preferred Stock of the amounts distributable as aforesaid, then the entire assets of the Corporation to be so distributed shall be distributed ratably among the holders of Preferred Stock in accordance with the amounts that would have been distributable to such holders had sufficient assets been available for distribution to such holders of the full amounts to which they would have otherwise been entitled hereunder. Upon any such liquidation, dissolution or winding up of the Corporation, after the holders of Preferred Stock shall have been paid in full the amounts to which they shall be entitled, the remaining net assets of the Corporation may be distributed to the holders of Common Stock. Written notice of such liquidation, dissolution or winding up, stating a payment date, the amount of the Series A Liquidation Payments, Series B Liquidation Payments, Series C Liquidation Payments, Series D Liquidation Payments and Series E Liquidation Payments and the place where said Series A Liquidation Payments, Series B Liquidation Payments, Series C Liquidation Payments, Series D Liquidation Payments and Series E Liquidation Payments shall be payable, shall be given by mail, postage prepaid, or by telex or facsimile to non-U.S. residents, not less than 20 days prior to the payment date stated therein, to the holders of record of Preferred Stock, such notice to be addressed to each such holder at his address as shown by the records of the Corporation. The consolidation, merger or combination of the Corporation into or with any other corporation or corporations in a transaction in which the holders of Common Stock receive cash or property (including securities) of such other corporation or corporations in exchange for such Common Stock, and the sale or transfer by the Corporation of all or substantially all its assets, shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of the provisions of this paragraph 4. Notwithstanding the foregoing, the merger of Integrated Network Corporation, a Delaware corporation, with and into the Corporation, its wholly-owned subsidiary (the "Reincorporation Merger"), shall not be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this paragraph 4. Furthermore, notwithstanding the foregoing, the merger of the Corporation and ViaGate Technologies, Inc., a Texas corporation ("ViaGate"), such that both the Corporation and ViaGate survive and the properties and assets of the Corporation constituting the ViaGate product line are transferred to ViaGate (the "ViaGate Merger"),

shall not be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this paragraph 4.

5. **Conversions.** The holders of shares of Preferred Stock shall have the following conversion rights:

5A. **Right to Convert.** Subject to the terms and conditions of this paragraph 5, the holder of any share or shares of Preferred Stock shall have the right, at its option at any time, to convert any such shares of Preferred Stock (except that upon any liquidation of the Corporation the right of conversion shall terminate at the close of business on the business day fixed for payment of the amount distributable on the Preferred Stock) into such number of fully paid and nonassessable shares of Common Stock as is obtained as follows:

(i) with respect to the Series A Preferred Stock, by (a) multiplying the number of shares of Series A Preferred Stock so to be converted by \$.2665 and (b) dividing the result by the conversion price per share equal to \$.2665 or, in case an adjustment of such price has taken place pursuant to the further provisions of this paragraph 5, then by the conversion price as last adjusted and in effect at the date any share or shares of Series A Preferred Stock are surrendered for conversion;

(ii) with respect to the Series B Preferred Stock, by (a) multiplying the number of shares of Series B Preferred Stock so to be converted by \$1.1967 and (b) dividing the result by the conversion price per share equal to \$1.1967 or, in case an adjustment of such price has taken place pursuant to the further provisions of this paragraph 5, then by the conversion price as last adjusted and in effect at the date any share or shares of Series B Preferred Stock are surrendered for conversion;

(iii) with respect to the Series C Preferred Stock, by (a) multiplying the number of shares of Series C Preferred Stock so to be converted by \$2.3886 and (b) dividing the result by the conversion price per share equal to \$2.3886 or, in case an adjustment of such price has taken place pursuant to the further provisions of this paragraph 5, then by the conversion price as last adjusted and in effect at the date any share or shares of Series C Preferred Stock are surrendered for conversion;

(iv) with respect to the Series D Preferred Stock, by (a) multiplying the number of shares of Series D Preferred Stock so to be converted by \$2.3886 and (b) dividing the result by the conversion price per share equal to \$2.3886 or, in case an adjustment of such price has taken place pursuant to the further provisions of this paragraph 5, then by the conversion price as last adjusted and in effect at the date any share or shares of Series D Preferred Stock are surrendered for conversion; and

(v) with respect to the Series E Preferred Stock, by (a) multiplying the number of shares of Series E Preferred Stock so to be converted by \$2.9884 and (b) dividing the result by the conversion price per share equal to \$2.9884 or,

in case an adjustment of such price has taken place pursuant to the further provisions of this paragraph 5, then by the conversion price as last adjusted and in effect at the date any share or shares of Series E Preferred Stock are surrendered for conversion.

The respective prices at which the shares of Series A Preferred Stock, the shares of Series B Preferred Stock, the shares of Series C Preferred Stock, the shares of Series D Preferred Stock and the shares of Series E Preferred Stock may be converted into shares of Common Stock, as adjusted in accordance with this paragraph 5, are referred to herein as the "Series A Conversion Price", "Series B Conversion Price", "Series C Conversion Price", "Series D Conversion Price" and "Series E Conversion Price", respectively, and the term "Conversion Price" as used herein shall refer to either the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the context shall require.

Such rights of conversion shall be exercised by the holder thereof by giving written notice that the holder elects to convert a stated number of shares of Series A Preferred Stock, shares of Series B Preferred Stock, shares of Series C Preferred Stock, shares of Series D Preferred Stock or shares of Series E Preferred Stock into Common Stock and by surrender of a certificate or certificates for the shares so to be converted to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of the Preferred Stock) at any time during its usual business hours on the date set forth in such notice, together with a statement of the name or names (with address) in which the certificate or certificates for shares of Common Stock shall be issued. The Corporation, immediately upon receipt by it of a written notice by any holder of Preferred Stock of its election to convert all or any of its shares of Preferred Stock into Common Stock, shall deliver to each holder of Preferred Stock a true copy of such notice of election to convert and a statement of the date when same was received by the Corporation. Any other holder of Preferred Stock who, within 20 days after receipt of such notification, likewise shall elect to convert all or any of its Preferred Stock, shall have its election so made be deemed to have been made simultaneously with and to have the same force and effect as if made simultaneously with that of the holder first making such election to convert.

5B. Issuance of Certificates: Time Conversion Effected.

Promptly after the expiration of the 20-day period referred to in subparagraph 5A and surrender of the certificate or certificates for the share or shares of Preferred Stock to be converted, the Corporation shall issue and deliver, or cause to be issued and delivered, to the holder, registered in such name or names as such holder may direct, a certificate or certificates for the number of whole shares of Common Stock issuable upon the conversion of such share or shares of Preferred Stock. To the extent permitted by law, such conversion shall be deemed to have been effected and the Conversion Price shall be determined as of the close of business on the date on which such written notice shall have been received by the Corporation and the certificate or certificates for such share or shares shall have been surrendered as aforesaid, and at such time the rights of the holder

of such share or shares of Preferred Stock shall cease, and the person or persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby.

5C. Fractional Shares; Dividends; Partial Conversion. No fractional shares shall be issued upon conversion of Preferred Stock into Common Stock and no payment or adjustment shall be made upon any conversion on account of any cash dividends on the Common Stock issued upon such conversion. At the time of each conversion, the Corporation shall pay in cash an amount equal to all dividends accrued and unpaid on the shares of Preferred Stock surrendered for conversion to the date upon which such conversion is deemed to take place as provided in subparagraph 5B. In case the number of shares of Preferred Stock represented by the certificate or certificates surrendered pursuant to subparagraph 5A exceeds the number of shares converted, the Corporation shall, upon such conversion, execute and deliver to the holder, at the expense of the Corporation, a new certificate or certificates for the series and number of shares of Preferred Stock represented by the certificate or certificates surrendered which are not to be converted. If any fractional share of Common Stock would, except for the provisions of the first sentence of this subparagraph 5C, be delivered upon such conversion, the Corporation, in lieu of delivering such fractional share, shall pay to the holder surrendering the Preferred Stock for conversion an amount in cash equal to the current market price of such fractional share as determined in good faith by the Board of Directors of the Corporation.

5D. Adjustment of Price upon Issuance of Common Stock. Except as provided in subparagraph 5F, if and whenever the Corporation shall issue or sell, or is, in accordance with subparagraphs 5D(1) through 5D(7), deemed to have issued or sold, any shares of Common Stock for a consideration per share less than the Series A Conversion Price, Series B Conversion Price or Series C Conversion Price, as the case may be, in effect immediately prior to the time of such issue or sale, then, forthwith upon such issue or sale, the Series A Conversion Price, Series B Conversion Price or Series C Conversion Price, as the case may be, shall be reduced to the price determined by dividing (i) an amount equal to the sum of (a) the number of shares of Common Stock outstanding immediately prior to such issue or sale (including as outstanding all shares of Common Stock issuable upon conversion of outstanding Preferred Stock) multiplied by the then existing Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, as the case may be, and (b) the consideration, if any, received by the Corporation upon such issue or sale, by (ii) the total number of shares of Common Stock outstanding immediately after such issue or sale (including as outstanding all shares of Common Stock issuable upon conversion of outstanding Preferred Stock).

Except as provided in subparagraph 5F, if and whenever the Corporation shall issue or sell, or is, in accordance with subparagraphs 5D(1) through 5D(7), deemed to have issued or sold, any shares of Common Stock for a consideration

per share less than the Series D Conversion Price in effect immediately prior to the time of such issue or sale, then, forthwith upon such issue or sale, the Series D Conversion Price shall be reduced to the price at which the Corporation issued or sold, or is deemed to have issued or sold, such shares of Common Stock.

Except as provided in subparagraph 5F, if and whenever the Corporation shall issue or sell, or is, in accordance with subparagraphs 5D(1) through 5D(7), deemed to have issued or sold, any shares of Common Stock for a consideration per share less than the Series E Conversion Price in effect immediately prior to the time of such issue or sale, then, forthwith upon such issue or sale, the Series E Conversion Price shall be reduced to the price at which the Corporation issued or sold, or is deemed to have issued or sold, such shares of Common Stock, provided, however, that the Series E Conversion Price shall not be reduced below \$2.3886.

No adjustment of the Conversion Price, however, shall be made in an amount less than \$.0001 per share, and any such lesser adjustment shall be carried forward and shall be made at the time and together with the next subsequent adjustment which together with any adjustments so carried forward shall amount to \$.0001 per share or more.

For purposes of this subparagraph 5D, the following subparagraphs 5D(1) to 5D(7) shall also be applicable:

5D(1) Issuance of Rights or Options. In case at any time the Corporation shall in any manner grant (whether directly or by assumption in a merger or otherwise) any right to subscribe for or to purchase, or any option for the purchase of, Common Stock or any stock or security convertible into or exchangeable for Common Stock (other than options issued in connection with, and conditioned upon, the consummation of the ViaGate Merger) (such rights or options being called "Options" and such convertible or exchangeable stock or securities being called "Convertible Securities") whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon the exercise of such Options or upon the conversion or exchange of such Convertible Securities (determined by dividing (i) the total amount, if any, received or receivable by the Corporation as consideration for the granting of such Options plus the minimum aggregate amount of additional consideration payable to the Corporation upon the exercise of all such Options, plus, in the case of such Options which relate to Convertible Securities, the minimum aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (ii) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case

may be, in effect immediately prior to the time of the granting of such Options, then the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total maximum amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued for such price per share as of the date of granting of such Options or the issuance of such Convertible Securities and thereafter shall be deemed to be outstanding for purposes of adjustments of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be. Except as otherwise provided in subparagraph 5D(3), no adjustment of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, shall be made upon the actual issue of such Common Stock or of such Convertible Securities upon exercise of such Options or upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities.

5D(2) Issuance of Convertible Securities. In case the Corporation shall in any manner issue (whether directly or by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon such conversion or exchange (determined by dividing (i) the total amount received or receivable by the Corporation as consideration for the issue or sale of such Convertible Securities, plus the minimum aggregate amount of additional consideration, if any, payable to the Corporation upon the conversion or exchange thereof by (ii) the total maximum number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding for purposes of adjustments of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, provided that (a) except as otherwise provided in subparagraph 5D(3), no adjustment of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, shall be made upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities and (b) if any such issue or sale of such Convertible Securities is made upon exercises of any Options to purchase any such Convertible Securities for which adjustments of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, have been or are to be made pursuant to other provisions of this subparagraph 5D, no further adjustment of the Series A Conversion Price, Series B Conversion Price, Series C

Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, shall be made by reason of such issue or sale.

5D(3) Change in Option Price or Conversion Price. Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in subparagraph 5D(1) (other than a change in such purchase price in connection with the ViaGate Merger), the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subparagraph 5D(1) or 5D(2) or the rate at which any Convertible Securities referred to in subparagraph 5D(1) or 5D(2) are convertible into or exchangeable for Common Stock shall change at any time (other than under or by reason of provisions designed to protect against dilution), the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, in effect at the time of such event shall forthwith be readjusted to the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold; and on the expiration of any such Option or the termination of any such right to convert or exchange such Convertible Securities, the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, then in effect hereunder shall forthwith be increased to the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, which would have been in effect at the time of such expiration or termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such expiration or termination, never been issued, and the Common Stock issuable thereunder shall no longer be deemed to be outstanding. If the purchase price provided for in any such Option referred to in subparagraph 5D(1) or the rate at which any Convertible Securities referred to in subparagraph 5D(1) or 5D(2) are convertible into or exchangeable for Common Stock shall be reduced at any time under or by reason of provisions with respect thereto designed to protect against dilution, then, in the case of the delivery of Common Stock upon the exercise of any such Option or upon conversion or exchange of any such Convertible Securities, the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, then in effect hereunder shall forthwith be adjusted to such respective amount as would have been effective upon the issuance of the shares of Common Stock delivered as aforesaid, but only if as a result of such adjustment the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, then in effect hereunder is thereby reduced.

5D(4) Stock Dividends. In case the Corporation shall declare a dividend or make any other distribution upon any stock of the Corporation, other than the

Common Stock, payable in Common Stock, Options or Convertible Securities, any Common Stock, Options or Convertible Securities, as the case may be, issuable in payment of such dividend or distribution shall, for purposes of the Series A Conversion Price, Series B Conversion Price and Series C Conversion Price, be deemed to have been issued or sold without consideration, and for purposes of the Series D Conversion Price and Series E Conversion Price, be deemed to have been issued or sold at a price per share equal to \$.0001.

5D(5) Consideration for Stock. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair value of such consideration as determined in good faith by the Board of Directors of the Corporation, without deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Corporation in connection therewith. The amount of the consideration deemed to be received by the Corporation pursuant to the foregoing provisions of this subparagraph 5D(5) upon any issuance or sale, or both, of shares of Common Stock, Options or Convertible Securities, pursuant to an established compensation plan of the Corporation, to directors, officers or employees of the Corporation in connection with their employment shall be increased by the amount of any tax benefit realized by the Corporation as a result of such issuance or sale, the amount of such tax benefit being the amount by which the Federal or state income or other tax liability of the Corporation shall be reduced by reason of any deduction or credit in respect of such issuance or sale. In case any Options shall be issued in connection with the issue and sale of other securities of the Corporation, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall, for purposes of the Series A Conversion Price, Series B Conversion Price and Series C Conversion Price, be deemed to have been issued without consideration, and for purposes of the Series D Conversion Price and Series E Conversion Price, be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Corporation.

5D(6) Record Date. In case the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (ii) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

5D(7) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the disposition of any such shares shall be considered an issue or sale of Common Stock for the purpose of this subparagraph 5D.

5E. Subdivision or Combination of Stock. In case the Corporation shall at any time subdivide (by any stock split, stock dividend or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Conversion Price in effect immediately prior to such subdivision shall be proportionately reduced, and, conversely, in case the outstanding shares of Common Stock shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall be proportionately increased. In the case of any such subdivision, no further adjustment shall be made pursuant to subparagraph 5D(4) by reason thereof.

5F. Certain Issues of Common Stock Excepted. Anything herein to the contrary notwithstanding, the Corporation shall not be required to make any adjustment of the Conversion Price in the case of (i) the issuance of shares of Common Stock upon conversion of Preferred Stock, (ii) the issuance of shares of Common Stock in a firm commitment underwritten public offering, in which the aggregate price paid for such shares by the public shall be at least \$10,000,000, and (iii) the issuance of up to 3,750,000 shares (subject to increase on a share-for-share basis to the extent that the Corporation shall repurchase, at a price not greater than the original issue price, shares of Common Stock issued to directors, employees, consultants or other persons or entities providing services to the Corporation) of Common Stock reserved or to be reserved for issuance to directors, employees, consultants or other persons or entities providing services to the Corporation or to other persons or entities selected by the Board of Directors or committee thereof, in each case pursuant to restricted stock purchase plans, stock option plans, employee benefit plans or special compensation arrangements adopted or to be adopted by the Corporation, and the issuance of option grants with respect to such shares.

5G. Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or reclassification, lawful and adequate provisions shall be made whereby each holder of a share or shares of Preferred Stock shall thereupon have the right to receive, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore receivable upon the conversion of such share or shares of Preferred Stock such shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of such Common Stock equal to the number of shares of such Common Stock immediately theretofore receivable upon such conversion had such reorganization or reclassification

not taken place, and in any such case appropriate provisions shall be made with respect to the rights and interests of such holder to the end that the provisions hereof (including without limitation provisions for adjustments of the Conversion Price) shall thereafter be applicable, as nearly as may be, in relation to any shares of stock, securities or assets thereafter deliverable upon the exercise of such conversion rights.

SII. Notice of Adjustment. Upon any adjustment of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, then and in each such case the Corporation shall give written notice thereof, by first class mail, postage prepaid, or by telex or facsimile to non-U.S. residents, addressed to each holder of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series E Preferred Stock, as the case may be, at the address of such holder as shown on the books of the Corporation, which notice shall state the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, resulting from such adjustment, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

SI. Other Notices. In case at any time:

(1) the Corporation shall declare any dividend upon its Common Stock payable in cash or stock or make any other distribution to the holders of its Common Stock;

(2) the Corporation shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or other rights;

(3) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or a consolidation or merger of the Corporation with, or a sale of all or substantially all its assets to, another corporation other than in connection with the Reincorporation Merger or the ViaGate Merger; or

(4) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Corporation;

then, the Corporation shall give, by first class mail, postage prepaid, or by telex to non-U.S. residents, addressed to each holder of any shares of Preferred Stock at the address of such holders as shown on the books of the Corporation, (a) at least 20 days' prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, and (b) in the case of any such reorganization.

**RESTATED ARTICLES OF INCORPORATION OF
INC INTEGRATED NETWORK CORPORATION-- Page 12**

E:\Integrated\general\klocstaut1.doc

reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, at least 20 days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (a) shall also specify in the case of any such dividend, distribution or subscription rights, the date on which the holders of Common Stock shall be entitled thereto and such notice in accordance with the foregoing clause (b) shall also specify the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding up, as the case may be.

5J. Stock to be Reserved. The Corporation will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon the conversion of Preferred Stock as herein provided, such number of shares of Common Stock as shall then be issuable upon the conversion of all outstanding shares of Preferred Stock. The Corporation covenants that all shares of Common Stock which shall be so issued shall be duly and validly issued and fully paid and nonassessable and free from all taxes, liens and charges with respect to the issue thereof, and, without limiting the generality of the foregoing, the Corporation covenants that it will from time to time take all such action as may be requisite to assure that the par value per share of the Common Stock is at all times equal to or less than the Series A Conversion Price, the Series B Conversion Price, the Series C Conversion Price, the Series D Conversion Price and the Series E Conversion Price in effect at the time. The Corporation will take all such action as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or regulation, or of any requirement of any national securities exchange upon which the Common Stock may be listed. The Corporation will not take any action which results in any adjustment of the Series A Conversion Price, Series B Conversion Price, Series C Conversion Price, Series D Conversion Price or Series E Conversion Price, as the case may be, if the total number of shares of Common Stock issued and issuable after such action upon conversion of the Preferred Stock would exceed the total number of shares of Common Stock then authorized by these Articles of Incorporation.

5K. No Reissuance of Preferred Stock. Shares of Preferred Stock which are converted into shares of Common Stock as provided herein shall not be reissued.

5L. Issue Tax. The issuance of certificates for shares of Common Stock upon conversion of Preferred Stock shall be made without charge to the holders thereof for any issuance tax in respect thereof, provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of the Preferred Stock which is being converted.

5M. Closing of Books. The Corporation will at no time close its transfer books against the transfer of any Preferred Stock or of any shares of Common Stock issued or issuable upon the conversion of any shares of Preferred Stock in any manner which interferes with the timely conversion of such Preferred Stock, except as may otherwise be required to comply with applicable securities laws.

5N. Definition of Common Stock. As used in this paragraph 5, the term "Common Stock" shall mean and include the Corporation's authorized Common Stock, par value \$0.0078 per share, as constituted on the date of filing of these Articles of Incorporation with the Secretary of State of Texas, and shall also include any capital stock of any class of the Corporation thereafter authorized which shall not be limited to a fixed sum or percentage of par value in respect of the rights of the holders thereof to participate in dividends or in the distribution of assets upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation; provided that the shares of Common Stock receivable upon conversion of shares of Preferred Stock, or in case of any reorganization or reclassification of the outstanding shares thereof, the stock, securities or assets provided for in subparagraph 5G, shall include only shares designated as Common Stock of the Corporation on such date of filing.

5O. Mandatory Conversion. If at any time the Corporation shall effect a firm commitment underwritten public offering of shares of Common Stock in which the aggregate price paid for such shares by the public shall be at least \$10,000,000, then effective upon the closing of the sale of such shares by the Corporation pursuant to such public offering, all outstanding shares of Preferred Stock shall automatically convert to shares of Common Stock.

6. Redemption. The shares of Preferred Stock shall be redeemable as follows:

6A. Optional ABC Redemption. The holders of at least 25% of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, taken together as a single class, shall have the right, at their option, at any time to require the Corporation to redeem any such shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock (except that upon any liquidation of the Corporation such right shall terminate at the close of business on the business day fixed for payment of the amount distributable on the Preferred Stock). Any such right may be exercised by giving written notice (an "Optional ABC Redemption Notice") that such holders elect to require the Corporation to redeem a stated number of shares of Series A Preferred Stock, shares of Series B Preferred Stock or shares of Series C Preferred Stock and by surrender of a certificate or certificates for the shares to be redeemed to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of the Series A Preferred Stock, Series B Preferred Stock and Series C Preferred

Stock) at any time during its usual business hours, together with a statement of the name or names (with address) to which the redemption payments shall be sent. After receipt of such Optional ABC Redemption Notice, the Corporation shall be required to redeem such Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock at the Series A Redemption Price, Series B Redemption Price or Series C Redemption Price, as the case may be (each as defined in subparagraph 6E), ratably over a two-year period, such redemptions to occur on the last day of March, June, September and December (the "Optional ABC Redemption Dates"), with the first such redemption to occur on the first Optional ABC Redemption Date which follows the date the Corporation received such Optional ABC Redemption Notice by at least 30 days and with succeeding redemptions to occur on each of the seven succeeding Optional ABC Redemption Dates. The requirement to redeem such shares shall be cumulative so that, if the full number of shares required to be redeemed on any Optional ABC Redemption Date (including any amount carried over from the preceding Optional ABC Redemption Date) is not so redeemed for any reason, the deficiency shall be added to the requirements of the next succeeding Optional ABC Redemption Date. Upon receipt of any such Optional ABC Redemption Notice, the Corporation shall give written notice thereof, by first class mail, postage prepaid, or by telex to non-U.S. residents, addressed to each holder of shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock at the address of such holder as shown on the books of the Corporation. Any holder of shares of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock who, within 20 days after receipt of such notice from the Corporation, also shall elect to require the Corporation to redeem such holder's Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock shall have its election so made be deemed to have been made simultaneously with that of the holders of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock first exercising the right to redeem any of such shares.

6B. Optional D Redemption. The holders of a majority of the outstanding shares of Series D Preferred Stock shall have the right, at their option, at any time to require the Corporation to redeem any such shares of Series D Preferred Stock (except that upon any liquidation of the Corporation such right shall terminate at the close of business on the business day fixed for payment of the amount distributable on the Preferred Stock), provided, however, that this right of redemption of the Series D Preferred Stock may only be exercised if an Optional ABC Redemption Notice shall have previously been given. Any such right may be exercised by giving written notice (an "Optional D Redemption Notice") that such holders elect to require the Corporation to redeem a stated number of shares of Series D Preferred Stock and by surrender of a certificate or certificates for the shares to be redeemed to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of the Series D Preferred Stock) at any time during its usual business hours, together with a statement of the name or names (with address) to which the redemption payments shall be sent. After receipt of such Optional D Redemption Notice, the Corporation shall be required to redeem such

Series D Preferred Stock at the Series D Redemption Price (as defined in subparagraph 6E), ratably over a two-year period, such redemptions to occur on the last day of March, June, September and December (the "Optional D Redemption Dates"), with the first such redemption to occur on the first Optional D Redemption Date which follows the date the Corporation received such Optional D Redemption Notice by at least 30 days and with succeeding redemptions to occur on each of the seven succeeding Optional D Redemption Dates. The requirement to redeem such shares shall be cumulative so that, if the full number of shares required to be redeemed on any Optional D Redemption Date (including any amount carried over from the preceding Optional D Redemption Date) is not so redeemed for any reason, the deficiency shall be added to the requirements of the next succeeding Optional D Redemption Date. Upon receipt of any such notice, the Corporation shall give written notice thereof, by first class mail, postage prepaid, or by telex to non-U.S. residents, addressed to each holder of shares of Series D Preferred Stock at the address of such holder as shown on the books of the Corporation. Any holder of shares of Series D Preferred Stock who, within 20 days after receipt of such notice from the Corporation, also shall elect to require the Corporation to redeem such holder's Series D Preferred Stock shall have its election so made be deemed to have been made simultaneously with that of the holders of Series D Preferred Stock first exercising the right to redeem any of such shares.

6C. Optional E Redemption. The holders of a majority of the outstanding shares of Series E Preferred Stock shall have the right, at their option, at any time to require the Corporation to redeem any such shares of Series E Preferred Stock (except that upon any liquidation of the Corporation such right shall terminate at the close of business on the business day fixed for payment of the amount distributable on the Preferred Stock), provided, however, that this right of redemption of the Series E Preferred Stock may only be exercised if an Optional ABC Redemption Notice shall have previously been given. Any such right may be exercised by giving written notice (an "Optional E Redemption Notice") that such holders elect to require the Corporation to redeem a stated number of shares of Series E Preferred Stock and by surrender of a certificate or certificates for the shares to be redeemed to the Corporation at its principal office (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of the Series E Preferred Stock) at any time during its usual business hours, together with a statement of the name or names (with address) to which the redemption payments shall be sent. After receipt of such Optional E Redemption Notice, the Corporation shall be required to redeem such Series E Preferred Stock at the Series E Redemption Price (as defined in subparagraph 6E), ratably over a two-year period, such redemptions to occur on the last day of March, June, September and December (the "Optional E Redemption Dates"), with the first such redemption to occur on the first Optional E Redemption Date which follows the date the Corporation received such Optional E Redemption Notice by at least 30 days and with succeeding redemptions to occur on each of the seven succeeding Optional E Redemption Dates. The requirement to redeem such shares shall be cumulative so that, if the full number of shares required to be redeemed on any Optional E Redemption Date (including

any amount carried over from the preceding Optional E Redemption Date) is not so redeemed for any reason, the deficiency shall be added to the requirements of the next succeeding Optional E Redemption Date. Upon receipt of any such notice, the Corporation shall give written notice thereof, by first class mail, postage prepaid, or by telex to non-U.S. residents, addressed to each holder of shares of Series E Preferred Stock at the address of such holder as shown on the books of the Corporation. Any holder of shares of Series E Preferred Stock who, within 20 days after receipt of such notice from the Corporation, also shall elect to require the Corporation to redeem such holder's Series E Preferred Stock shall have its election so made be deemed to have been made simultaneously with that of the holders of Series E Preferred Stock first exercising the right to redeem any of such shares.

6D. Optional Redemption by the Corporation. The Corporation shall have the right, at its option, at any time to redeem all, but not less than all, of the outstanding shares of Preferred Stock. At least 20 days before the date fixed for redemption by the Corporation pursuant to this subparagraph 6D (the "Redemption Date"), written notice thereof (the "Redemption Notice") shall be given by first class mail, postage prepaid, or by telex to non-U.S. residents, addressed to each holder of record of shares of Preferred Stock at the address of such holder as shown on the books of the Corporation. Each holder of shares of Preferred Stock shall surrender its certificate or certificates therefor to the Corporation at the place designated in the Redemption Notice.

6E. Redemption Prices. The Series A Preferred Stock to be redeemed on an Optional ABC Redemption Date or Redemption Date shall be redeemed by paying for each share in cash an amount equal to the Series A Liquidation Payment, such amount being referred to as the "Series A Redemption Price." The Series B Preferred Stock to be redeemed on an Optional ABC Redemption Date or Redemption Date shall be redeemed by paying for each share in cash an amount equal to the Series B Liquidation Payment, such amount being referred to as the "Series B Redemption Price." The Series C Preferred Stock to be redeemed on an Optional ABC Redemption Date or Redemption Date shall be redeemed by paying for each share in cash an amount equal to the Series C Liquidation Payment, such amount being referred to as the "Series C Redemption Price." The Series D Preferred Stock to be redeemed on an Optional D Redemption Date or Redemption Date shall be redeemed by paying for each share in cash an amount equal to the Series D Liquidation Payment, such amount being referred to as the "Series D Redemption Price." The Series E Preferred Stock to be redeemed on an Optional E Redemption Date or Redemption Date shall be redeemed by paying for each share in cash an amount equal to the Series E Liquidation Payment, such amount being referred to as the "Series E Redemption Price." Written notice shall be given promptly by mail, postage prepaid, or by telex or facsimile to non-U.S. residents, to the holders of record of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series E Preferred Stock, as the case may be, to be redeemed, such notice to be addressed to each such shareholder at his address as shown by the records of the Corporation, specifying the number of shares of Series A Preferred

Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series E Preferred Stock, as the case may be, to be redeemed, the Series A Redemption Price, Series B Redemption Price, Series C Redemption Price, Series D Redemption Price or Series E Redemption Price, as the case may be, and the place and date of such redemption, which date shall not be a day on which banks in The City of New York are required or authorized to close.

6F. Redeemed or Otherwise Acquired Shares to be Retired.

Any shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series E Preferred Stock redeemed pursuant to this paragraph 6 or otherwise acquired by the Corporation in any manner whatsoever shall be canceled and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Series E Preferred Stock, as the case may be. From and after the Redemption Date, no shares of Preferred Stock shall be deemed to be issued and outstanding and the holders of such shares shall thereafter be entitled solely to payment of the applicable Redemption Price.

B. COMMON STOCK

1. **Voting Rights.** The voting rights of the holders of shares of Common Stock shall be as set forth in paragraph 2 of Section A of this Article FIFTH.

2. **Dividends.** Subject to the preferential rights of the Preferred Stock, the holders of shares of Common Stock shall be entitled to receive, when and if declared by the Board of Directors, out of the assets of the Corporation which are by law available therefor, dividends payable either in cash, in property or in shares of capital stock.

3. **Liquidation.** In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment shall have been made to holders of Preferred Stock of the full amounts to which they shall be entitled as stated and expressed in these Articles of Incorporation, the holders of Common Stock shall be entitled, to the exclusion of the holders of Preferred Stock, to share ratably according to the number of shares of the Common Stock held by them in all remaining assets of the Corporation available for distribution to its shareholders.

4. **Relative Rights of Preferred Stock and Common Stock.** All preferences, voting powers, relative, participating, optional or other special rights and privileges, and qualifications, limitations, or restrictions on the Common Stock are expressly made subject and subordinate to those that may be fixed with respect to any shares of the Preferred Stock.

C. PRE-EMPTIVE RIGHTS

Except to the extent expressly contemplated by any stock purchase agreement between the Corporation and the purchasers named therein relating to the issuance and sale of Preferred Stock by the Corporation to such purchasers or by any warrants executed by the Corporation in favor of the holders thereof relating to the issuance and sale of Common Stock by the Corporation, pre-emptive rights of shareholders of the Corporation are expressly denied; no holder of shares of stock of the Corporation or of securities convertible into or exercisable for shares of stock of the Corporation shall be entitled as a matter of right to purchase or subscribe for any additional unissued or treasury shares of stock or other securities of the Corporation; and any such shares or securities may be issued and disposed of to such persons and upon such terms and in such manner as the Board of Directors, in its discretion, may determine from time to time, provided only that such issuance may not be inconsistent with any provision of law or with any provisions of these Articles of Incorporation.

SIXTH. In furtherance and not in limitation of the powers conferred by the laws of the State of Texas:

A. The Board of Directors of the Corporation is expressly authorized:

(i) To make, alter or repeal the By-laws of the Corporation.

(ii) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.

(iii) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

(iv) By a majority of the whole Board of Directors, to designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member of any committee. The By-laws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, or in the By-laws of the Corporation, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (A) approving or adopting, or

recommending to the shareholders, any action or matter expressly required by the Texas Business Corporation Act to be submitted to shareholders for approval or (B) adopting, amending or repealing any By-law of the Corporation.

(v) When and as authorized by the shareholders in accordance with statute, to sell, lease or exchange all or substantially all of the property and assets of the Corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock, in and/or other securities of, any other corporation or corporations, as its board of directors shall deem expedient and for the best interests of the Corporation.

B. Elections of directors need not be by written ballot unless the By-laws of the Corporation shall so provide.

C. The books of the Corporation may be kept at such place within or without the State of Texas as the By-laws of the Corporation may provide or as may be designated from time to time by the Board of Directors of the Corporation.

SEVENTH. Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its shareholders or any class of them, any court of equitable jurisdiction within the State of Texas may, on the application in a summary way of this Corporation or of any creditor or shareholder thereof or on the application of any receiver or receivers appointed for this Corporation or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation, order a meeting of the creditors or class of creditors, and/or of the shareholders or class of shareholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the shareholders or class of shareholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the shareholders or class of shareholders, of this Corporation, as the case may be, and also on this Corporation.

EIGHTH. The Corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon a shareholder herein are granted subject to this reservation.

NINTH. The Corporation eliminates the personal liability of each member of its Board of Directors to the Corporation or its shareholders for monetary damages for

**RESTATED ARTICLES OF INCORPORATION OF
INC INTEGRATED NETWORK CORPORATION--** Page 20

F:\integrated\general\inc\inc1.doc

an act or omission in the director's capacity as a director, provided that the foregoing shall not eliminate the liability of a director (i) for breach of such director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith that constitute a breach of duty of the director to the Corporation or which involve intentional misconduct or a knowing violation of law, (iii) for an act or omission for which the liability of a director is expressly provided by an applicable statute or (iv) for any transaction from which such director derived an improper personal benefit.

TENTH.

1. Definitions. For purposes of this Article:

(a) "Director" means any person who is or was a director of the Corporation and any person who, while a director of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity.

(b) "Expenses" include court costs and attorneys' fees.

(c) "Official Capacity" means, when used with respect to a Director, the office of Director in the Corporation, and when used with respect to a person other than a Director, the elective or appointive office in the Corporation held by the officer or the employment or agency relationship undertaken by the employee or agent in behalf of the Corporation. Official capacity does not include service for any other foreign or domestic corporation or any employee benefit plan, other enterprise, or other entity.

(d) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

2. Standard for Indemnification. The Corporation shall indemnify a Director who was, is, or is threatened to be made a named defendant or respondent in a Proceeding only if it is determined in accordance with Section 6 of this Article that the Director:

(a) conducted himself in good faith;

(b) reasonably believed:

(i) in the case of conduct in his Official Capacity as a Director of the Corporation, that his conduct was in the Corporation's best interests; and

(ii) in all other cases, that his conduct was at least not opposed to the Corporation's best interests; and

(c) in the case of any criminal Proceeding, had no reasonable cause to believe his conduct was unlawful.

3. **Prohibited Indemnification.** Except to the extent permitted by Section 5 of this Article, a Director may not be indemnified under Section 2 above in respect of a proceeding:

(a) in which the Director is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Director's Official Capacity; or

(b) in which the Director is found liable to the Corporation.

4. **Effect of Termination of Proceeding.** The termination of a Proceeding by judgment, order, settlement, or conviction, or a plea of nolo contendere or its equivalent is not of itself determinative that the Director did not meet the requirements set forth in Section 2 of this Article. A Director shall be deemed to have been found liable in respect of any claim, issue, or matter only after the Director shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

5. **Scope of Indemnification.** A Director shall be indemnified under Section 2 of this Article against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable Expenses actually incurred by the Director in connection with the Proceeding; but if the Director is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the Director, the indemnification shall be limited to reasonable Expenses actually incurred by the Director in connection with the Proceeding in which the Director shall have been found liable for willful or intentional misconduct in the performance of his duty to the Corporation.

6. **Determination of Indemnification.** A determination of indemnification under Section 2 of this Article must be made:

(a) by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the Proceeding; provided, however, that if such a quorum cannot be obtained, such determination may be made by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely

of two or more directors who at the time of the vote are not named defendants or respondents in the Proceeding;

(b) by special legal counsel selected by the Board of Directors or a committee of the Board of Directors by vote as set forth in Subsection (a) of this section, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or

(c) by the shareholders in a vote that excludes the shares held by directors who are named defendants or respondents in the Proceeding.

7. **Authorization of Indemnification.** With respect to a person other than an officer or Director of the Corporation, authorization of indemnification and determination as to reasonableness of Expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination as to reasonableness of Expenses must be made in the manner specified Subsection (b) of Section 6 for the selection of special legal counsel. With respect to an officer or a Director of the Corporation, no such authorization shall be required as the indemnification provided under Sections 2 and 3 of this Article shall be mandatory.

8. **Court Order in Suit for Indemnification.** If, in a suit for the indemnification required by Section 7 of this Article, a court of competent jurisdiction determines that the Director is entitled to indemnification under the , the court shall order indemnification and shall award to the Director the Expenses incurred in securing the indemnification.

9. **Court Determination of Indemnification.** If, upon application of a Director, a court of competent jurisdiction determines, after giving any notice the court considers necessary, that the Director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he has met the requirements set forth in Section 2 of this Article, or has been found liable in the circumstances described by Section 3 of this Article, the court may order the indemnification that the court determines is proper and equitable; but if the Director is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the Director, the indemnification shall be limited to reasonable Expenses actually incurred by the Director in connection with the Proceeding.

10. **Advancement of Expenses.** Reasonable expenses incurred by a Director who was, is, or is threatened to be made a named defendant or respondent in a Proceeding shall be paid or reimbursed by the Corporation in advance of the final disposition of the

Proceeding without the determination specified in Section 6 of this Article or the authorization, or determination specified in Section 7 of this Article after the Corporation receives a written affirmation by the Director of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article and a written undertaking by or on behalf of the Director to repay the amount paid or reimbursed if it is ultimately determined that indemnification of the Director against Expenses incurred by him or her in connection with that Proceeding is prohibited by Section 5 of this Article.

11. **Obligation for Repayment of Advancement.** The written undertaking required by Section 10 of this Article must be an unlimited general obligation of the Director but need not be secured. It may be accepted without reference to financial ability to make repayment.

12. **Expenses of Witness.** Notwithstanding any other provision of this Article, the Corporation may pay or reimburse Expenses incurred by a Director in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

13. **Indemnification and Advancement of Expenses to Officers and Others.** The Corporation shall indemnify and advance Expenses to an officer of the Corporation to the same extent that it is required to indemnify and advance Expenses to a Director under this Article. The Corporation may indemnify and advance Expenses to an employee or agent of the Corporation to the same extent that is required to indemnify and advance Expenses to a Director under this Article.

14. **Indemnification and Advancement of Expenses to Nominees and Designees.** The Corporation may indemnify and advance Expenses to a person who is not or was not an officer, employee, or agent of the Corporation but who are or were serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, to the same extent that it is required to indemnify and advance Expenses to a Director under this Article.

15. **Further Indemnification and Advancement of Expenses to Officers and Others.** The Corporation may indemnify and advance Expenses to an officer, and may indemnify and advance Expenses to an employee, agent, or person identified in Section 14 and who is not a Director to such further extent, consistent with law, as provided by general or specific action of the Board of Directors, by vote, by contract, or as otherwise permitted by law.

16. **Continuation of Indemnification.** The indemnification and advancement of Expenses provided by this Article shall continue as to a person who has ceased to hold his position as a director, officer, employee, agent, or other nominee, or designee as described in Section 14 and, in the event of the death of such director, officer, employee, agent, or other nominee or designee, shall inure to the benefit of his heirs, executors, and administrators.

17. **Liability Insurance.** The Corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a director, officer, employee, or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the Corporation would have the power to indemnify him against that liability under this Article. If the insurance or other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the insurance or arrangement may provide for payment of a liability with respect to which the Corporation would not have the power to indemnify the person only if including coverage for the additional liability has been approved by the shareholders of the Corporation. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by a grant of a security interest or other lien on the assets of the Corporation; or (d) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or in part by the Corporation. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in such arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

18 Report to Shareholders. Any indemnification of or advance of Expenses to a Director in accordance with this Article shall be reported in writing to the shareholders with or before the notice or waiver of notice of the next shareholders' meeting or with or before the next submission to shareholders of a consent to action without a meeting pursuant to Section A, Article 9.10, of the Texas Business Corporation Act and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

19. Service to Employee Benefit Plan. For purposes of this Article, the Corporation is deemed to have requested a Director to serve as a trustee, employee, agent, or similar functionary of an employee benefit plan whenever the performance by him of his duties to the Corporation also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on a Director with respect to an employee benefit plan pursuant to applicable law are deemed fines. Action taken or omitted by him with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan is deemed to be for a purpose which is not opposed to the best interests of the Corporation.

ELEVENTH. Any action required or permitted by law to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, signed by the holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voting. Consent does not have to be unanimous, provided prompt notice of the action is given to the shareholders who did not consent in writing to the action.

TWELFTH. The Corporation will not commence business until it has received for the issuance of shares consideration of the value of One Thousand Dollars (\$1,000.00), consisting of money, labor done or property actually received.

THIRTEENTH. Directors may be removed with or without cause by a majority of the shareholders entitled to vote.

FOURTEENTH. The shareholders of the Corporation entitled to vote are expressly authorized to adopt, alter or repeal the By-laws of the Corporation.

FIFTEENTH. Notwithstanding any provisions of the Texas Business Corporation Act now or hereafter in force requiring for any purpose the affirmative vote of two-thirds, or any other percentage, of the outstanding shares of a class or series entitled by law to vote thereof, such action may, to the extent permitted by law, be

authorized and taken by the affirmative vote of the holders of a majority of such outstanding shares, or such outstanding shares of a class or series, as applicable. Except as provided in the preceding sentence or as otherwise required by law, the affirmative vote of the holders of a majority of the shares entitled to vote and represented in person or by proxy at any shareholders' meeting at which a quorum is present shall be the act of the shareholders.

SIXTEENTH. Special meetings of shareholders may be called at any time by the Chairman of the Board, a majority of the Board of Directors or the President or at the request in writing of shareholders owning fifty percent (50%) of the entire capital stock of the Corporation issued and outstanding and entitled to vote (such requests shall state the purpose or purposes of the proposed meeting) and shall be held at such place, on such date and at such time as shall be fixed by the Board of Directors or the person calling the meeting. Business transacted at any special meeting of shareholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

[signature page follows]

Resolutions Adopted by
Stockholders of
Integrated Network Corporation
(a Delaware corporation)

RESOLVED: That, pursuant to Section 251(c) of the Delaware General Corporation Law, the Plan and Agreement of Merger by and between the Corporation and inc Integrated Network Corporation, a Texas corporation, attached as Exhibit A hereto be approved;

RESOLVED: That, pursuant to Section 242 of the Delaware General Corporation Law, the Corporation's Second Restated Certificate of Incorporation be amended by deleting the penultimate sentence of Article FOURTH, Section A, paragraph 4 and replacing it in its entirety with the following:

"Furthermore, notwithstanding the foregoing, the reincorporation of the Corporation into the State of Texas by means of a merger (the "Reincorporation Merger") with and into inc Integrated Network Corporation, a Texas corporation and wholly owned subsidiary of the Corporation, shall not be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this paragraph 4.";

RESOLVED: That, pursuant to Section 242 of the Delaware General Corporation Law, the Corporation's Second Restated Certificate of Incorporation be amended by deleting Article FOURTH, Section A, paragraph 51, subparagraph (3) in its entirety and replacing it with the following:

"(3) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or a consolidation or merger of the Corporation with, or a sale of all or substantially all its assets to, another corporation other than in connection with (a) the transfer of the properties, assets and technology constituting the Jera product line and Thurisa product line to a wholly-owned subsidiary of the Corporation, and the subsequent sale of all of the outstanding stock of such subsidiary to Cisco Systems, Inc. or (b) the Reincorporation Merger; or";

RESOLVED: That the President and any Vice President, and any one of them acting alone, are and each of them singly is, authorized to execute an

Amendment No. 1 to the Second Restated Certificate of Incorporation, as amended (the "Amendment") and that the Secretary or any Assistant Secretary is authorized to attest to such execution, and that the Corporation is authorized to file such Amendment with the Secretary of State of Delaware;