

3/19/99
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03-25-1999



FORM PTO-1594
(Rev. 6-93)

REC

100994328

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
WheelGroup Corporation
 : Individual(s) : Association
 : General Partnership : Limited Partnership
 X Corporation-State (Texas)
 : Other _____
 Additional name(s) of conveying party(ies) attached? : Yes
 X No

3. Nature of conveyance:
 Assignment X Merger
 : Security Agreement : Change of Name
 : Other _____

Execution Date: February 18, 1998

SPR FINANCE

2. Name and address of receiving party(ies):
 Name: Cisco Systems, Inc.
 Internal Address: _____
 Street Address: 170 West Tasman Drive
 City: San Jose State: CA ZIP 95134
 : Individual(s) citizenship _____
 : Association _____
 : General Partnership _____
 : Limited Partnership _____
 X Corporation-State California
 : Other _____

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See Attached Schedule of Trademarks
 Additional numbers attached? : X Yes No

B. Trademark Registration No.(s)

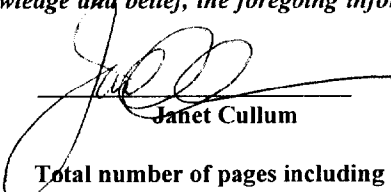
5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Cooley Godward LLP
 Internal Address: Attn: Janet Cullum, Esq.
 Street Address: 5 Palo Alto Square
3000 El Camino Real
 City: Palo Alto State: CA ZIP 94306-2155

6. Total number of applications and registrations involved: Five (5)
 7. Total fee (37 CFR 3.41):..... \$ 140.00
 X Enclosed
 : Authorized to be charged to deposit account

8. Deposit account number:
03-3118 (for any underpayment or credit of any overpayment)
 (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.


 Janet Cullum
 Date March 17, 1999

Total number of pages including cover sheet, attachments, and document: 8

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

03/25/1999 DNGUYEN 00000019 2133177

01 FC:481
02 FC:482

40.00 DP
100.00 DP

SCHEDULE OF TRADEMARKS

Trademark	Serial / Reg. No.	Int'l Class
NETRANGER	2,133,177	09
CORPORATE INFORMATION PROTECTION PROGRAM	2,080,424	42
Pyramid (Design)	2,105,506	42
WHEELGROUP	2,126,994	42
NETSONAR	75/327,173	09

AGREEMENT AND PLAN OF REORGANIZATION

BY AND BETWEEN

ACQUIROR

AND

TARGET

February 18, 1998

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of February 18, 1998, by and between Cisco Systems, Inc., a California corporation ("Acquiror"), and WheelGroup Corporation, a Texas corporation ("Target").

RECITALS

A. The Boards of Directors of Target and Acquiror believe it is in the best interests of their respective companies and the shareholders of their respective companies that Target and Acquiror combine into a single company through the statutory merger of Target with and into Acquiror (the "Merger") and, in furtherance thereof, have approved the Merger.

B. Pursuant to the Merger, among other things, each outstanding share of capital stock of Target ("Target Capital Stock") shall be converted into shares of common stock of Acquiror ("Acquiror Common Stock"), at the rate set forth herein.

C. Target and Acquiror desire to make certain representations and warranties and other agreements in connection with the Merger.

D. The parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and to cause the Merger to qualify as a reorganization under the provisions of Sections 368(a)(1)(A) of the Code.

E. Concurrent with the execution of this Agreement and as an inducement to Acquiror to enter into this Agreement, certain of the affiliates of Target who are shareholders, officers or directors have on the date hereof entered into an agreement to vote the shares of Target's Capital Stock owned by such person to approve the Merger and against any competing proposals.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement, the Agreement of Merger and the Articles of Merger attached hereto as Exhibit A (the "Agreement of Merger") and the applicable provisions of the California Corporations Code ("California Law") and the Texas Business Corporations Act ("Texas Law"), Target shall be merged with and into Acquiror, the separate corporate existence of Target shall cease and Acquiror shall continue as the surviving corporation.

Acquiror as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 Closing; Effective Time. The closing of the transactions contemplated hereby (the "Closing") shall take place as soon as practicable after the satisfaction or waiver of each of the conditions set forth in Article VI hereof or at such other time as the parties hereto agree (the "Closing Date"). The Closing shall take place at the offices of Brobeck, Phleger & Harrison LLP, Two Embarcadero Place, 2200 Geng Road, Palo Alto, California, or at such other location as the parties hereto agree. In connection with the Closing, the parties hereto shall cause the Merger to be consummated by filing the Agreement of Merger, together with the required officers' certificates, with the Secretary of State of the State of California and the Secretary of State of Texas, in accordance with the relevant provisions of California Law and Texas Law (the time of such filing with the Secretary of State of California being the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Agreement of Merger and the applicable provisions of California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Target shall vest in the Surviving Corporation, and all debts, liabilities and duties of Target shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Articles of Incorporation; Bylaws.

(a) At the Effective Time, the Articles of Incorporation of Acquiror, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by California Law and such Articles of Incorporation.

(b) The Bylaws of Acquiror, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended.

1.5 Directors and Officers. At the Effective Time, the directors of Acquiror, as in effect immediately prior to the Effective Time, shall be the directors of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified. The officers of Acquiror, as in effect immediately prior to the Effective Time, shall be the officers of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified.

1.6 Effect on Capital Stock. By virtue of the Merger and without any action on the part of Acquiror, Target or the holders of any of Target's securities:

(a) Conversion of Target Capital Stock. The maximum number of shares of Acquiror Common Stock to be issued (including Acquiror Common Stock to be reserved for issuance upon exercise of options to purchase shares of Target Common Stock ("Target Options") assumed by Acquiror) in exchange for the acquisition by Acquiror of all outstanding Target Capital Stock and all unexpired and unexercised options to acquire Target

2.11 Intellectual Property.

(a) Target owns, or is licensed or otherwise possesses legally enforceable rights to use all patents, trademarks, trade names, service marks, copyrights, and any applications therefor, maskworks, net lists, schematics, technology, know-how, trade secrets, inventory, ideas, algorithms, processes, computer software programs or applications (in source code and/or object code form), and tangible or intangible proprietary information or material ("Intellectual Property") that are used or proposed to be used in the business of Target as currently conducted or as proposed to be conducted by Target. Without limiting the foregoing, Target has not (i) licensed any of its Intellectual Property in source code form to BTG, Inc., Electronic Data Systems, Inc., or any other third party or (ii) entered into any exclusive agreements relating to its Intellectual Property with any party.

(b) Schedule 2.11 lists (i) all patents and patent applications and all registered and unregistered trademarks, trade names and service marks, registered and unregistered copyrights, and maskworks, included in the Intellectual Property, including the jurisdictions in which each such Intellectual Property right has been issued or registered or in which any application for such issuance and registration has been filed, (ii) all licenses, sublicenses and other agreements as to which Target is a party and pursuant to which any person is authorized to use any Intellectual Property, and (iii) all licenses, sublicenses and other agreements as to which Target is a party and pursuant to which Target is authorized to use any third party patents, trademarks or copyrights, including software ("Third Party Intellectual Property Rights") which are incorporated in, are, or form a part of any Target product.

(c) There is no unauthorized use, disclosure, infringement or misappropriation of any Intellectual Property rights of Target, or any Intellectual Property right of any third party to the extent licensed by or through Target by any third party, including any employee or former employee of Target. Target has not entered into any agreement to indemnify any other person against any charge of infringement of any Intellectual Property, other than indemnification provisions contained in purchase orders, contracts, consulting agreements and licenses arising in the ordinary course of business.

(d) Target is not, nor will it be as a result of the execution and delivery of this Agreement or the performance of its obligations under this Agreement, in breach of any license, sublicense or other agreement relating to the Intellectual Property or Third Party Intellectual Property Rights.

(e) All patents, registered trademarks, service marks and copyrights held by Target are valid and subsisting. Target (i) has not been sued in any suit, action or proceeding which involves a claim of infringement of any patents, trademarks, service marks, copyrights or violation of any trade secret or other proprietary right of any third party; (ii) has no knowledge that the manufacturing, marketing, licensing or sale of its products infringes any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third party and (iii) has not brought any action, suit or proceeding for infringement of Intellectual Property or breach of any license or agreement involving Intellectual Property against any third party.

IN WITNESS WHEREOF, Target and Acquiror have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

TARGET

By: [Signature]
Name: TIMOTHY E. GILWING
Title: PRESIDENT

ACQUIROR

By: [Signature]
Name: _____
Title: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

MRD
3-19-99

Cooley Godward LLP

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JANET L. CULLUM
650 843-5022
cullumjl@cooley.com

March 17, 1999

VIA EXPRESS MAIL

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

**Re: Assignment of Trademark Applications
Our File: Cisco Systems, Inc. Assignments**

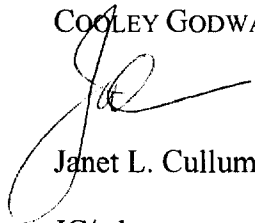
Dear Commissioner:

Enclosed is a Recordation Cover Sheet with enclosure to record the assignment of four (4) trademark registrations and one (1) trademark application from Wheelgroup Corporation to Cisco Systems, Inc.

Also enclosed is a check for the (\$140.00) fee to record the assignment of five (5) trademarks. Please charge any underpayment, or credit any overpayment, to deposit account 03-3118. Thank you.

Very truly yours,

COOLEY GODWARD LLP



Janet L. Cullum

JC/cd

Enclosure

cc: Tanya Khachiyani

327760 v1/PA

SCHEDULE 2.11
TARGET INTELLECTUAL PROPERTY
February 18, 1998

2.11(i) Trademarks and servicemarks (there are no patents or patent applications or registered copyrights):

<u>Trademark / Servicemarks</u>	<u>Reg/Ser No.</u>	<u>Filing Date</u>	<u>Last Action</u>	<u>Status</u>
NETRANGER	2,133,177	12-Mar-96	06-Jan-98	Registered
LANRANGER	75/186,611	24-Oct-96	28-Oct-97	Received Notice of Allowance must submit statement of use by April 28, 1998
CORPORATE INFORMATION PROTECTION PROGRAM	2,080,424	01-Nov-96	28-Jul-97	Certificate of Registration No. 2,080,424 was issued (service mark)
CIPP	25/193,023	01-Nov-96	23-Nov-96	Received Filing Receipt for Trademark Application
Pyramid Logo	2,105,506	01-Nov-96	14-Oct-97	Certificate of Registration No. 2,105,506 was issued (service mark)
WHEELGROUP	2,126,994	01-Nov-96	06-Jan-98	Certificate of Registration No. 2,126,994 was issued (service mark)
NETSONAR	75/327,173	18-Jul-97	13-Aug-97	Received Filing Receipt for Trademark Application
NETRANGER DIRECTOR	75/377,210	21-Oct-97	15-Dec-97	Received Filing Receipt for Trademark Application
NETRANGER SENSOR	75/379,208	21-Oct-97	15-Dec-97	Received Filing Receipt for Trademark Application
REVOLUTIONIZING NETWORK SECURITY	75/377,088	21-Oct-97	15-Dec-97	Received Filing Receipt for Trademark Application
WARN	75/377,090	21-Oct-97	19-Dec-97	File Request for Corrected Filing Receipt
WHEELGROUP ALERT RESPONSE NETWORK	75/377,089	21-Oct-97	12-Dec-97	Received Filing Receipt for Trademark Application
DYNAMIC THREAT RESPONSE	75/414,791	07-Jan-98	07-Jan-98	Filed Trademark application
INTELLIGENT VULNERABILITY MANAGEMENT SYSTEM	75/414,998	07-Jan-98	07-Jan-98	Filed Trademark application
IVMS	75/414,790	07-Jan-98	07-Jan-98	Filed Trademark application
IVMS DIRECTOR	75/414,917	07-Jan-98	07-Jan-98	Filed Trademark application
IVMS POSTOFFICE	75/414,793	07-Jan-98	07-Jan-98	Filed Trademark application
Security Wheel Logo		07-Jan-98	07-Jan-98	Filed Trademark application
Coporate Security Policy - Secure, Monitor, Test & Improve	75/414,918	01-Nov-96		