

05-26-1999

TRADEMARK



101045319

5.20.99

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Effective Date
Month Day Year

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/25/1999 MTHAI1 00000054 1832668

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 001901 FRAME: 0439

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,832,668"/>	<input type="text" value="2,089,811"/>	<input type="text" value="2,096,743"/>
<input type="text" value="2,157,208"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

James J. Murphy

May 20, 1999

Name of Person Signing

Signature

Date Signed

Office of the Secretary of State

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 MERGER, WHICH MERGES:

"INET, INC.", A TEXAS CORPORATION,

WITH AND INTO "INET TECHNOLOGIES, INC." UNDER THE NAME OF "INET TECHNOLOGIES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF JULY, A.D. 1998, AT 11:45 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2884644 8100M

991198795

AUTHENTICATION: 9752753

DATE: 05-19-99

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REEL: 001901 FRAME: 0441

7-17-98

**CERTIFICATE OF MERGER
OF
INET, INC.
(a Texas corporation)
INTO
INET TECHNOLOGIES, INC.
(a Delaware corporation)**

Inet Technologies, Inc., a Delaware corporation, under and in accordance with Section 252 of the General Corporation Law of the State of Delaware, hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations in the merger are:
 - (a) Inet Technologies, Inc., a Delaware Corporation ("Inet Delaware"); and
 - (b) INET, Inc., a Texas corporation ("INET Texas").
2. INET Texas owns 100% of the outstanding shares of each class of capital stock of Inet Delaware.
3. An agreement and plan of merger has been approved, adopted, certified, executed and acknowledged by Inet Delaware and by INET Texas in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware (the "DGCL").
4. Inet Delaware will be the surviving corporation following the merger, using the name "Inet Technologies, Inc."
5. The Certificate of Incorporation of Inet Delaware shall be the certificate of incorporation of the surviving corporation until thereafter duly amended in accordance with its terms and the DGCL.
6. The executed agreement and plan of merger is on file at an office of the principal place of business of Inet Delaware, at 1255 West 15th Street, Plano, Texas 75075.
7. Attached hereto as Exhibit A is a true and correct copy of the resolutions of the Board of Directors of Inet Delaware approving the plan of merger and the execution and filing of this Certificate of Merger.
8. A copy of the agreement and plan of merger will be furnished by Inet Delaware, on request and without cost, to any shareholder or stockholder of INET Texas or Inet Delaware, respectively upon written request to Secretary of Inet Delaware at the Inet Delaware's principal place of business.
9. This Certificate of Merger is to be effective as of July 17, 1998.
10. The total number of authorized shares of INET Texas is 25,000,000 without par value.

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EXHIBIT A

EXCERPT OF RESOLUTIONS OF BOARD OF DIRECTORS OF
INET TECHNOLOGIES, INC.

(the "Corporation")

adopted as of July 14, 1998

MERGER OF INET, INC. A TEXAS CORPORATION, WITH THE CORPORATION

WHEREAS, it is in the best interest of the Corporation and its stockholders to approve the merger of INET, Inc. a Texas corporation ("INET Texas"), with and into the Corporation with the Corporation being the surviving corporation in the merger (the "Surviving Corporation").

NOW, THEREFORE, BE IT RESOLVED, that the Agreement and Plan of Merger (the "Merger Agreement"), in substantially the form attached hereto as Exhibit C, pursuant to which INET Texas will merge with and into the Corporation and INET Texas will cease to exist as a separate corporate entity as of the Effective Time (as defined in the Agreement and Plan of Merger) (the "Merger") be, and it hereby is, adopted and approved, together with any changes thereto as the officer or officers executing the same shall deem appropriate or advisable, such approval to be evidenced by his or their execution thereof;

RESOLVED FURTHER, that the Certificate of Incorporation and Bylaws of the Corporation, as in effect at the Effective Time, shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation in the Merger;

RESOLVED FURTHER, that the Corporation reserves an aggregate of up to Ninety Million (90,000,000) shares of its common stock, par value \$0.001 per share (the "Common Stock"), for issuance to the shareholders of INET as provided under the terms of the Merger Agreement;

RESOLVED FURTHER, pursuant to the terms of the Merger Agreement, each full share of common stock of INET Texas issued and outstanding as of the Effective Time shall, as a result of the Merger and without any further action on the part of the Corporation or its stockholders, be converted into the right of the holder of such share to receive one (1) share of Common Stock of the Corporation, and all such shares of Common Stock of the Corporation issued in the Merger shall, from and after the Effective Time, be fully paid, non-assessable, validly issued and outstanding shares of Common Stock of the Corporation;

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed to execute and deliver the Merger Agreement on behalf of and in the name of the Corporation, and to attest the same, with such changes therein and additions thereto as may be approved by the officers of the Corporation executing the same, such approval to be evidenced conclusively by his or their execution thereof; and

RESOLVED FURTHER, the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, for and in the name of and on behalf of the Corporation, to take any and all actions and to execute any and all such documents as they may deem necessary or advisable in order to consummate the Merger in accordance with the terms of the Merger Agreement, including the filing of Articles of Merger with the Secretary of State of Texas as well the filing of a Certificate of Merger with the Secretary of State of Delaware in substantially the form as attached hereto as Exhibit D and any other filings required under Delaware law, and with such other offices or agencies as may be necessary or appropriate.

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to take such further actions, including, but not limited to, providing notification of the Merger to any appropriate governmental or regulatory agencies, and filing any forms and documents with such agencies as may be required or advisable by them or by law, and to obtain such consents from the stockholders of the Corporation, any third parties and governmental or regulatory agencies as may be necessary or advisable to carry out the Merger.

EXHIBIT C

Merger Agreement

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**AGREEMENT AND PLAN OF MERGER
OF
INET INC.
(a Texas Corporation)
AND
INET TECHNOLOGIES, INC.
(a Delaware Corporation)**

This Agreement and Plan of Merger ("Agreement") is entered into on this 17th day of July, 1998 by and between **INET, Inc.**, a Texas corporation ("Target"), and **Inet Technologies, Inc.**, a Delaware corporation ("Acquiror").

RECITALS:

A. The Board of Directors of Acquiror and the Board of Directors of Target believe it is in the best interests of their respective companies and the stockholders and shareholders of their respective companies that Acquiror and Target 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 the Common Stock of Target, no par value ("Target Common Stock"), shall be converted into the right to receive one (1) share of Acquiror's Common Stock, par value \$0.001 per share ("Acquiror Common Stock").

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 cause the Merger to qualify as an exchange described in Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

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 Certificate of Merger attached hereto as Exhibit A (the "Certificate of Merger") and the applicable provisions of the Delaware General Corporation Law (the "DGCL"), Target shall be merged with and into Acquiror, the separate existence of Target shall cease and Acquiror shall continue as the surviving entity. Acquiror, as the surviving corporation in the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 Effective Time. The parties hereto shall cause the Merger to be consummated by filing the Certificate of Merger with the Secretary of State of the State of Delaware, in accordance with the relevant provisions of the DGCL (the time of such filing 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 Certificate of Merger to be filed with the Secretary of State of Delaware, and attached as Exhibit A, the Articles of Merger to be filed with the Secretary of State of Delaware and attached as Exhibit B, and the applicable provisions of the DGCL and Texas Business Corporation Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of Target and Acquiror shall vest in the Surviving Corporation, and all debts, liabilities and duties of Target and Acquiror shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Certificate of Incorporation; Bylaws.

(a) At the Effective Time, the Certificate of Incorporation of Acquiror, as in effect immediately prior to the Effective Time (the "Certificate of Incorporation"), shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by the DGCL and such Certificate 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 Target Common Stock and Capital Stock.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of Acquiror, each issued and outstanding share of Target Common Stock shall be converted into the right to receive, and automatically and without any further action on the part of Acquiror, Target or their respective stockholders or shareholders, one share of Acquiror Common Stock. Promptly following the Effective Time, Acquiror shall deliver to the holders of the shares Target Common Stock outstanding immediately prior to the Effective Time certificates evidencing the shares of Acquiror Common Stock issuable pursuant to this Section 1.6 in exchange for the Target Common Stock outstanding immediately prior to the Effective Time.

(b) At the Effective Time, each share of Acquiror Common Stock of issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, automatically be canceled.

1.7 No Further Ownership Rights in Target Common Stock. All shares of Acquiror Common Stock issued upon the conversion of the Target Common Stock in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Target Common Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of Target Common Stock which were outstanding immediately prior to the Effective Time.

1.8 INET Texas Stock Options. At or prior to the Effective Time, Target and Acquiror shall take all action necessary to cause the assumption by Acquiror as of the Effective Time of the options to purchase Target Common Stock outstanding as of the Effective Time (the "Outstanding Target Options"). Each of the Outstanding Target Options shall be converted without any action on the part of the holder thereof into an option to purchase shares of Acquiror Common Stock as of the Effective Time. The holder of an Outstanding Target Option shall be entitled to receive upon the exercise thereof one (1) share of Acquiror Common Stock for each share of Target Common Stock subject to such option, determined immediately before the Effective Time. The exercise price of each share of Acquiror Common Stock subject to an Outstanding Target Option shall be equal to the exercise price per share of Target Common Stock at which such option is exercisable immediately before the Effective Time. The assumption and substitution of the Outstanding Target Options as provided herein shall not give the holders of such options additional benefits which they did not have immediately prior to the Effective Time or relieve the holders of any obligations or restrictions applicable to their options or the shares obtainable upon exercise of the options. Acquiror shall reserve out of its authorized but unissued shares of Acquiror Common Stock sufficient shares to provide for the exercise of the Outstanding Target Options.

1.9 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, properties, rights, privileges, powers and franchises of Target and Acquiror, the officers and directors of Acquiror are fully authorized in the name and on behalf of Acquiror and Target to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

[Signature Page Follows]

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

TARGET:

INET, INC., a Texas corporation
as Target

By: _____
Name:
Title:

ACQUIROR:

INET TECHNOLOGIES, INC., a Delaware corporation
as Acquiror

By: _____
Name:
Title:

EXHIBIT D

Articles of Merger
Certificate of Merger

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ARTICLES OF MERGER

OF

INET, INC.
(a Texas corporation);

AND

Inet Technologies, Inc.
(a Delaware corporation)

Pursuant to Article 5.04 of the Texas Business Corporation Act (the "TBCA"), INET, Inc., a Texas corporation ("Acquired Corporation"), and Inet Technologies, Inc., a Delaware corporation ("Surviving Corporation"), adopt the following Articles of Merger for the purpose of merging Acquired Corporation with and into Surviving Corporation.

ARTICLE I

Acquired Corporation is incorporated under the laws of the State of Texas, which permit the merger specified in these Articles. Surviving Corporation is incorporated under the laws of the State of Delaware, which also permit the merger specified in these Articles. Following the merger, Surviving Corporation will be governed under the laws of the State of Delaware.

ARTICLE II

The Agreement and Plan of Merger (the "Plan") that has been approved by the Acquired Corporation and Surviving Corporation is set forth on the attached Exhibit A, and incorporated by reference into these Articles as if fully set forth herein.

ARTICLE III

Acquired Corporation duly authorized the Plan and performance of its terms by all action required by its constituent documents and by the laws of the State of Texas.

ARTICLE IV

Surviving Corporation duly authorized the Plan by and performance of its terms by all action required by each of its respective constituent documents and by the laws of the State of Delaware.

ARTICLE V

The number of Acquired Corporation shares outstanding that are entitled to vote on the Plan are as follows:

<u>Class of Shares</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
Common Stock	4,088,058	4,088,058

ARTICLE VI

The Plan was adopted by written consent of a majority of the shareholders of Acquired Corporation pursuant to Article 9.10.A of the Texas Business Corporation Act. Notice of the taking of this action will be promptly given to each shareholder who did not consent in writing to this action.

ARTICLE VII

No shares of the Surviving Corporation are outstanding.

ARTICLE VIII

The Plan was adopted by unanimous written consent of the Board of Directors of Surviving Corporation.

ARTICLE IX

Surviving Corporation will be responsible for the payment of all fees and franchise taxes as required by law in connection with the adoption of the Plan and the filing of these Articles of Merger. In the event that such fees and franchise taxes are not timely paid, Surviving Corporation will be obligated to pay such fees and franchise taxes as required by law.

* * *

IN WITNESS WHEREOF, each of the undersigned has caused these Articles of Merger to be executed this _____ day of _____, 1998.

INET, INC.,
a Texas corporation

By: _____
Name:
Title:

INET TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name:
Title:

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RECORDED: 05/20/1999

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