

10/19/99

10-21-1999

To the Honorable Commissioner of Patents and



documents or copy thereof.

1. Name of conveying party(ies):

101179848

of receiving party(ies)

Snap Technologies, Inc.

Name: Embark.com, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State: California
- Other

Internal Address:

Street Address: 101 Townsend Street, Suite 333

City: San Francisco State: California ZIP: 94107

Additional name(s) of conveying parties attached? Yes No

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

3. Nature of conveyance:

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Execution Date: September 27, 1999

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s): 75/754411 - BECOME WHO YOU ARE

B. Trademark Registration No(s):

Additional numbers attached? Yes No

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

Name: Mark A. Steiner, Esq.
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and registrations involved 10

7. Total fee \$265.00 (37 CFR 3.41):

- Enclosed Charge Fees to Deposit Account

Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

Mark A. Steiner
Name of Person Signing

Signature

10-13-99
Date

Total number of pages including cover sheet, attachments and document: 12

10. Change Correspondence Address to that of Part 5? Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:
10/21/1999 DNGUYEN 00000046 201430 75754411

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

01 FC:481 40.00 CH
02 FC:482 225.00 CH

TRADEMARK	APPL. NO. FILING DATE	REG. NO. ISSUE DATE
COLLEGEEDGE		2089880 08/19/97
COLLEGEEDGE	75/497016 06/05/98	
COLLEGEEDGE & DESIGN	75/589987 11/17/98	
EMBARK	75/729952 06/16/99	
EMBARK*COM & DESIGN	75/783682 08/24/99	
EMBARK.COM	75/729766 06/16/99	
I*EMBARK	75/783681 08/24/99	
SNAP	75/511411 06/30/98	
SNAP TECHNOLOGIES		2267491 08/03/99

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 MERGER, WHICH MERGES:

"SNAP TECHNOLOGIES, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "EMBARK.COM, INC." UNDER THE NAME OF
"EMBARK.COM, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 1999, AT 6
O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
KENT COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel", is written over a horizontal line.

Edward J. Freel, Secretary of State

3071516 8100M

991403224

AUTHENTICATION: 9992820

DATE: 09-28-99

TRADEMARK
REEL: 001977 FRAME: 0094

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called the "Merger Agreement") is made as of September 24, 1999, by and between **SNAP TECHNOLOGIES, INC.**, a California corporation ("Snap"), and **EMBARK.COM, INC.**, a Delaware corporation ("Embark"). Snap and Embark are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of Snap consists of one hundred million (100,000,000) shares of Common Stock, no par value, and forty-one million two hundred thousand (41,200,000) shares of Preferred Stock, no par value. The authorized capital stock of Embark, upon effectuation of the transactions set forth in this Merger Agreement, will consist of one hundred million (100,000,000) shares of Common Stock, \$.001 par value, and forty-one million two hundred thousand (41,200,000) shares of Preferred Stock, \$.001 par value.

The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that Snap merge into Embark upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Snap shall merge into Embark on the following terms, conditions and other provisions:

I. TERMS AND CONDITIONS.

1.1 Merger. Snap shall be merged with and into Embark (the "Merger"), and Embark shall be the surviving corporation (the "Surviving Corporation") effective upon the date that this Merger Agreement is filed with the Secretary of State of Delaware (the "Effective Date").

1.2 Succession. On the Effective Date, Embark shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of Snap, except insofar as it may be continued by operation of law, shall be terminated and cease.

1.3 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and

duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Common Stock of Snap and Embark. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Common Stock of Snap issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of the Common Stock of Embark and each share of Common Stock of Embark issued and outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

1.5 Preferred Stock of Snap and Embark. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Series A Preferred Stock of Snap issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series A Preferred Stock of Embark, each share of Series B Preferred Stock of Snap issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series B Preferred Stock of Embark, each share of Series C Preferred Stock of Snap issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series C Preferred Stock of Embark and each share of Series D Preferred Stock of Snap issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series D Preferred Stock of Embark.

1.6 Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock or of the Preferred Stock of Snap shall be deemed for all purposes to evidence ownership of and to represent the shares of Embark into which the shares of Snap represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such out-standing stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Embark evidenced by such outstanding certificate as above provided.

1.7 Options. On the Effective Date, the Surviving Corporation will assume and continue Snap's 1996 Stock Option Plan and the outstanding and unexercised portions of all options to purchase Common Stock of Snap, including without limitation all options outstanding under such stock plans and any other outstanding options, shall be converted into options of Embark, such that an option for one (1) share of Snap shall be converted into an option for one (1) share of Embark, with no change in the exercise price of the Embark option. No other changes in the terms and conditions of such options will occur. Effective on the Effective Date, Embark hereby assumes the outstanding and unexercised portions of such options and the obligations of Snap with respect thereto.

1.8 Warrants. On the Effective Date, the Surviving Corporation will assume and continue any warrants of Snap, and the outstanding and unexercised portions of all warrants shall be converted into warrants of Embark, such that a warrant for one (1) share of Snap shall be converted into a warrant for one (1) share of Embark, with no change in the exercise price of the Embark warrant. No other changes in the terms and conditions of such warrants will occur. Effective on the

Effective Date, Embark hereby assumes the outstanding and unexercised portions of such warrants and the obligations of Snap with respect thereto.

1.9 Employee Benefit Plans. On the Effective Date, the Surviving Corporation shall assume all obligations of Snap under any and all employee benefit plans in effect as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger and shall reserve that number of shares of Embark Common Stock with respect to each such employee benefit plan as is proportional to the number of shares of Snap Common Stock (if any) so reserved on the Effective Date.

2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS.

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of Embark in effect on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation.

2.2 Directors. The directors of Snap immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

2.3 Officers. The officers of Snap immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

3. MISCELLANEOUS.

3.1 Further Assurances. From time to time, and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Snap such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Snap and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Snap or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment. At any time before or after approval by the shareholders of Snap, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of Snap, the principal terms may not be amended without the further approval of the shareholders of Snap) as may be determined in the judgment of the respective Board of Directors of Embark and Snap to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Conditions to Merger. The obligations of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of Snap in accordance with applicable provisions of the General Corporation Law of the State of California; and

(b) Snap, as sole stockholder of Embark, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of Snap to be material to consummation of the Merger shall have been obtained.

3.4 Abandonment or Deferral. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Snap or Embark or both, notwithstanding the approval of this Merger Agreement by the shareholders of Snap or Embark, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of Snap and Embark, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that Snap shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.


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

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of Snap and Embark, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

SNAP TECHNOLOGIES, INC.,
a California corporation

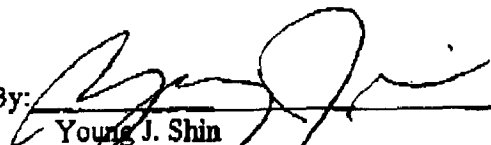
By: 

Young J. Shin
President and Chief Executive Officer

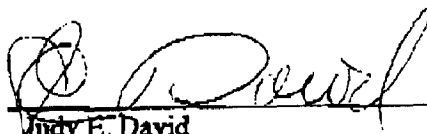
By: 

Judy E. David
Secretary

EMBARK.COM, INC.,
a Delaware corporation

By: 

Young J. Shin
President and Chief Executive Officer

By: 

Judy E. David
Secretary

EMBARK.COM, INC.**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

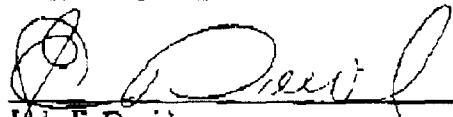
The undersigned, Young J. Shin and Judy E. David, do hereby certify that:

1. They are the President and Secretary, respectively, of Embark.com, Inc., a Delaware corporation (the "Corporation")
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of Snap Technologies, Inc., a California corporation, with and into the Corporation was duly approved by the Board of Directors and by the stockholder of the Corporation.
3. The Corporation has two authorized classes of shares, designated Common Stock and Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the merger was one hundred (100) shares of Common. There were no shares of Preferred Stock outstanding.
4. The terms of the Agreement and Plan of Merger were approved by the Corporation by a vote of the number of shares of Common Stock of the Corporation which equaled or exceeded the vote required. The percentage vote required for such approval was more than fifty percent (50%).

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 24th day of September, 1999.



Young J. Shin
President and Chief Executive Officer

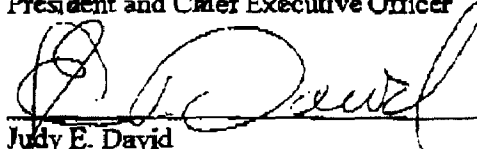


Judy E. David
Secretary

Each of the undersigned declares under penalty of perjury that they have read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.



Young J. Shin
President and Chief Executive Officer



Judy E. David
Secretary

SNAP TECHNOLOGIES, INC.**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Young J. Shin and Judy E. David, do hereby certify that:

1. They are the President and Secretary, respectively, of Snap Technologies, Inc., a California corporation (the "Corporation")

2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of the Corporation with and into Embark.com, Inc., a Delaware Corporation, was duly approved by the Board of Directors and by the shareholders of the Corporation.

3. The Corporation has two authorized classes of shares, designated Common Stock and Preferred Stock. The total number of outstanding shares of Common Stock is sixteen million four hundred ninety thousand seven hundred eighty-four (16,490,784). Preferred Stock is designated in four series. The total number of shares of Series A Preferred Stock outstanding is four million one hundred sixty-four thousand (4,164,000). The total number of shares of Series B Preferred Stock outstanding is two million two hundred twenty-seven thousand three hundred twenty-four (2,227,324). The total number of shares of Series C Preferred Stock outstanding is four million eight hundred ninety-one thousand one hundred thirty-six (4,891,136). The total number of shares of Series D Preferred Stock outstanding is seven million five hundred twenty-eight thousand nine hundred seventy-seven (7,528,977). All outstanding shares of stock were entitled to vote on the merger.

4. The terms of the Agreement and Plan of Merger were approved by the Corporation by the vote of more than (i) fifty percent (50%) of the outstanding shares of the Common Stock, (ii) fifty percent (50%) of the outstanding shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, voting together as if the Series A Preferred, Series B Preferred, Series C Preferred and Series D Preferred Stock had converted into Common Stock and (iii) fifty percent (50%) of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, voting as a separate class, which, in each case, equaled or exceeded the vote required.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 24th day of September, 1999.



Young J. Shin

President and Chief Executive Officer



Judy E. David

Secretary

Each of the undersigned declares under penalty of perjury that they have read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.



Young J. Shin

President



Judy E. David

Secretary

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