

02-29-2000

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



101278707

Tab settings

To the Honorable Commissioner of Patents and Trademarks

the attached original documents or copy thereof.

1. Name of conveying party(ies):

internet.com LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other limited liability company

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

3. Nature of conveyance:

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

Execution Date: June 24, 1999

2. Name and address of receiving party(ies)

Name: internet.com Corporation

Internal Address:

Street Address: 23 Old Kings Highway South

City: Darien State: CT ZIP: 06820

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,011,728

Additional numbers attached? Yes No

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

Name: Claudia Cantarella, Esq.

Internal Address: Willkie Farr & Gallagher

Street Address: 787 Seventh Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-2405

(Attach duplicate copy of this page if paying by deposit account)

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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.

Deirdre Wall

Name of Person Signing

Handwritten signature of Deirdre Wall

Signature

1/25/00

Date

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

6

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 AGREEMENT OF MERGER, WHICH MERGES: "INTERNET.COM LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "INTERNET.COM CORPORATION" UNDER THE NAME OF "INTERNET.COM CORPORATION", 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 JUNE, A.D. 1999, AT 4:30 O'CLOCK P.M.



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

Edward J. Freel, Secretary of State

3025905 8100M

AUTHENTICATION: 9911410

991329873

DATE: 08-09-99

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4:30

**MERGER AGREEMENT
OF
INTERNET.COM LLC
WITH AND INTO
INTERNET.COM CORPORATION**

This Merger Agreement (this "AGREEMENT") is dated as of June 24, 1999 by and between internet.com LLC, a Delaware limited liability company ("LLC"), and internet.com Corporation, a Delaware corporation ("internet.com").

1. Merger; Effective Time. Upon the terms and subject to the conditions hereof, in accordance with the Delaware General Corporation Law (the "DGCL") and the Delaware Limited Liability Company Act (the "DLLCA"), LLC will be merged with and into internet.com (the "Merger"). internet.com will be the surviving corporation (hereinafter referred to sometimes as the "Surviving Corporation") of the Merger, and the separate existence of LLC shall cease. The Merger will be effective as of the date and at such time as this Agreement and any other documents necessary to effect the Merger in accordance with the DGCL and DLLCA are duly filed with the Secretary of State of the State of Delaware (the time the Merger becomes effective being referred to herein as the "Effective Time").

2. Exchange of Securities.

(a) Conversion of Limited Liability Company Interests. At the Effective Time, each membership unit (a "Unit") or portion thereof representing a membership interest in LLC of each member ("Member") thereof immediately prior to the Effective Time will, by virtue of the Merger and without further action on the part of any Member, be converted into 16,215.891 shares of fully paid and nonassessable Common Stock, par value \$0.01 per share, of internet.com ("internet.com Common Stock"); provided, however, that each Member shall receive cash in lieu of fractional shares.

(b) Securities of internet.com Outstanding. Each share of Common Stock, par value \$.01 per share, of internet.com issued and outstanding immediately before the Effective Time shall thereafter represent one validly issued, fully paid and nonassessable share of internet.com Common Stock.

(c) Issuance of Stock Certificates. Promptly following the Effective Time, internet.com shall issue stock certificates representing the internet.com Common Stock to the holders of the Units that were converted by virtue of the Merger.

3. Governing Documents.

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(a) At the Effective Time, the Restated Certificate of Incorporation of internet.com in effect immediately prior to the Effective Time shall become the Certificate of Incorporation of the Surviving Corporation and the Bylaws of internet.com in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation.

(b) At the Effective Time, the Second Amended and Restated Limited Liability Company Agreement of LLC (the "LLC Agreement") shall have no further force and effect, except for those provisions which, by their terms, survive the termination of the LLC Agreement.

4. Principal Office. The location of the principal office of internet.com is 20 Ketchum Street, Westport, Connecticut 06880.

5. Directors and Officers. At the Effective Time, the directors and officers of internet.com immediately prior to the Effective Time shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation, and after the Effective Time shall serve in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

6. Employee Benefit Plans. At the Effective Time, the obligations of LLC under or with respect to every plan, trust, program and benefit then in effect or administered by LLC for the benefit of the directors, officers and employees of LLC, shall become the lawful obligations of internet.com and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, internet.com hereby expressly adopts and assumes all obligations of LLC under such employee benefit plans.

7. Further Assurances. After the Effective Time, internet.com and its officers and directors may execute and deliver such deeds, assignments, assurances and other documents and do all other things necessary or desirable to vest, perfect or confirm title to LLC's property or rights in internet.com and otherwise to carry out the purposes of the Merger in the name of LLC or otherwise.

8. Approval of Merger. The Merger has been duly approved by the holders of a majority of the outstanding Units in LLC in accordance with the DLLCA and the LLC Agreement, and has been duly approved by the Board of Directors and by the stockholders of internet.com in accordance with the DGCL.

9. Assignment. Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

0579388.02

10. **Abandonment.** At any time before the Effective Time, this Agreement may be terminated and the Merger abandoned by the Managing Board of LLC or the Board of Directors of internet.com, notwithstanding approval of this Agreement by the holders of the outstanding Units in LLC and such Managing Board and such Board of Directors.

11. **Amendment.** At any time before the Effective Time, this Agreement may be amended, modified or supplemented by the Managing Board of LLC and the Board of Directors of internet.com, notwithstanding approval of this Agreement by the holders of the outstanding Units in LLC; provided, however, that no such amendment, modification or supplement not approved by the holders of the outstanding Units in LLC may materially adversely affect the benefits intended under this Agreement for the holders of the outstanding Units in LLC.

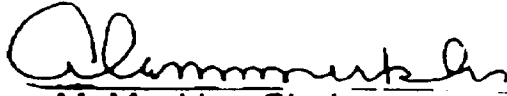
12. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and to be performed wholly within the State of Delaware without regard to principles of conflict of laws.


13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

INTERNET.COM CORPORATION

INTERNET.COM LLC

By: 
Alan M. Meckler, Chairman
and Chief Executive Officer

By: 
Alan M. Meckler, Chairman
and Chief Executive Officer