

03-15-2000

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECC



HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):

CellNet Data Systems, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: September 3, 1996

2. Name and address of receiving party(ies):

Name: CellNet Data Systems, Inc.

Internal Address:

Street Address: 125 Shoreway Road

City: San Carlos State: CA ZIP: 94070-2704

- 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)

1,820,453

Additional numbers attached? Yes No

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

Name: Andrew P. Bridges/John C. Nishi

Internal Address:

Wilson Sonsini Goodrich & Rosati

Street Address: 650 Page Mill Road

City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-2415 Attn: 05580-500

(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.

John C. Nishi

Name of Person Signing

Signature

February 4, 2000

Date

Total number of pages including cover sheet, attachments, and document: 13

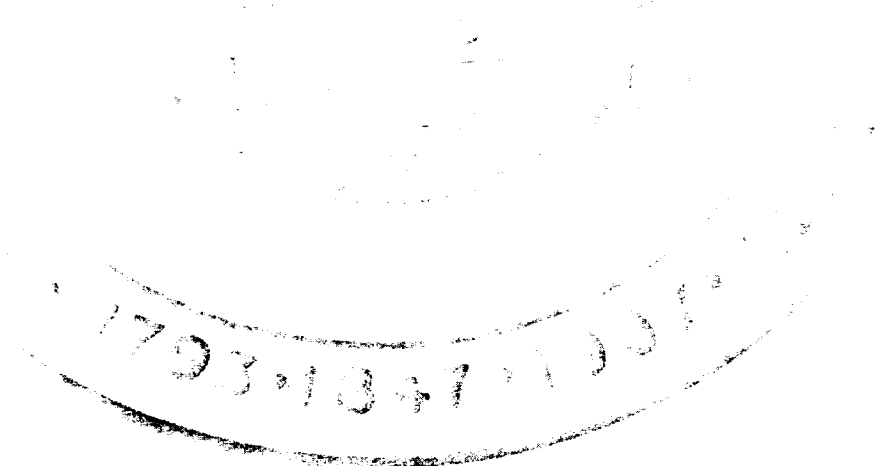
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002033 FRAME: 0752

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: "CELLNET DATA SYSTEMS, INC.", A CALIFORNIA CORPORATION, WITH AND INTO "CELLNET DATA SYSTEMS, INC." UNDER THE NAME OF "CELLNET DATA SYSTEMS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF AUGUST, A.D. 1996, AT 3:40 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2362482 8100M

960254246

AUTHENTICATION:

8090111

DATE:

09-03-96

TRADEMARK

REEL: 002033 FRAME: 0753

**AGREEMENT AND PLAN OF MERGER
OF CELLNET DATA SYSTEMS, INC.
A DELAWARE CORPORATION
AND
CELLNET DATA SYSTEMS, INC.
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of August 30, 1996 (the "Agreement") is between CellNet Data Systems, Inc., a Delaware corporation ("CellNet-Delaware") and CellNet Data Systems, Inc., a California corporation ("CellNet-California"). CellNet-Delaware and CellNet-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. CellNet-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 65,000,000 shares, 50,000,000 of which are designated "Common Stock," \$.001 par value and 15,000,000 of which are designated "Preferred Stock," \$.001 par value. Of such authorized shares of Preferred Stock, 5,000,000 shares are designated "Series AA Preferred Stock," 4,256,733 shares are designated "Series BB Preferred Stock," 3,215,768 shares are designated "Series CC Preferred Stock" and 646,830 shares are designated "Series DD Preferred Stock." As of June 30, 1996, 1,000 shares of Common Stock were issued and outstanding, all of which were held by CellNet-California. No shares of Preferred Stock were outstanding.

B. CellNet-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 65,000,000 shares, 50,000,000 of which are designated "Common Stock," no par value, and 15,000,000 of which are designated "Preferred Stock," no par value. Of such authorized shares of Preferred Stock, 5,000,000 shares are designated "Series AA Preferred Stock" ("Series AA Preferred"), 4,256,733 shares are designated "Series BB Preferred Stock" ("Series BB Preferred"), 3,215,768 shares are designated Series CC Preferred Stock ("Series CC Preferred") and 647,923 shares are designated Series DD Preferred Stock ("Series DD Preferred"). As of June 30, 1996, 14,941,055 shares of Common Stock, 5,000,000 shares of Series AA Preferred, 3,489,845 shares of Series BB Preferred, 3,215,768 shares of Series CC Preferred and 646,830 shares of Series DD Preferred were issued and outstanding.

C. The Board of Directors of CellNet-California has determined that, for the purpose of effecting the reincorporation of CellNet-California in the State of Delaware, it is advisable and in the best interests of CellNet-California that CellNet-California merge with and into CellNet-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of CellNet-Delaware and CellNet-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, CellNet-Delaware and CellNet-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, CellNet-California shall be merged with and into CellNet-Delaware (the "Merger"), the separate existence of CellNet-California shall cease and CellNet-Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be CellNet Data Systems, Inc.

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger or a Certificate of Merger with respect thereto meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of CellNet-California shall cease and CellNet-Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and CellNet-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of CellNet-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of CellNet-Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of CellNet-California in the same

manner as if CellNet-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of CellNet-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of CellNet-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of CellNet-California immediately prior to the Effective Date of the Merger shall be elected as the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 CellNet-California Common Shares. Upon the Effective Date of the Merger, each share of CellNet-California Common Stock, no par value, issued and outstanding immediately prior to the Merger shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation.

3.2 CellNet-California Preferred Shares.

(a) Upon the Effective Date of the Merger, each share of Series AA Preferred, Series BB Preferred, Series CC Preferred and Series DD Preferred of CellNet-California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of CellNet-California Common Stock as set forth in the CellNet-California Articles of Incorporation, as amended, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one fully paid and nonassessable share of Series AA Preferred, Series BB Preferred, Series CC Preferred and Series DD Preferred Stock of the Surviving Corporation, \$.001 par value, respectively, having such powers, preferences, rights, qualifications, limitations or restrictions as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.001 par value, as such share

of CellNet-California Preferred Stock was so convertible into immediately prior to the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.3 CellNet-California Options, Warrants, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of CellNet-California under, and continue, the option plans (including without limitation the 1992 Incentive Stock Plan and the 1994 Stock Plan) and all other employee benefit plans of CellNet-California. Each outstanding and unexercised option, warrant, other right to purchase, or security convertible into, CellNet-California Common Stock or CellNet-California Preferred Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, warrant, right to purchase or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each one share of CellNet-California Common Stock or Preferred Stock, as the case may be, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such CellNet-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to CellNet-California Common Stock or Preferred Stock. Such Common Stock and Preferred Stock are subject to paragraph 3.1 and 3.2, respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise of options, warrants, stock purchase rights and convertible securities equal to the number of shares of CellNet-California Common Stock and CellNet-California Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to which a holder of an assumed Right (other than an option issued pursuant to CellNet-Delaware's 1992 Incentive Stock Plan and the 1994 Stock Plan) would otherwise be entitled upon exercise or conversion shall be aggregated and rounded up to the next whole share (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the CellNet-California 1992 Incentive Stock Plan and the 1994 Stock Plan that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 CellNet-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of CellNet-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by CellNet-Delaware, the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of CellNet-California Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of CellNet-California Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, respectively, into which such shares of CellNet-California Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of CellNet-California so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of CellNet-Delaware. CellNet-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by CellNet-Delaware of all of the franchise tax liabilities of CellNet-California.

(c) Take such other actions as may be required by the California General Corporation Law.

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

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either CellNet-California or of CellNet-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of CellNet-California or by the sole stockholder of CellNet-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 **Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, DE 19801 and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 125 Shoreway Road, San Carlos, California 94070, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.


4.7 **Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.8 **FIRPTA Notification.** (a) On the Effective Date of the Merger, CellNet-California shall deliver to CellNet-Delaware, as agent for the shareholders of CellNet-California, a properly executed statement (the "Statement") substantially in the form attached hereto as Schedule I. CellNet-Delaware shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of CellNet-California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of CellNet-California, (i) such shareholders shall be considered to have requested that the Statement be delivered to CellNet-Delaware as their agent and (ii) CellNet-Delaware shall be considered to have received a copy of the Statement at the request of the CellNet-California shareholders for purposes of satisfying CellNet-Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).


(b) CellNet-California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of CellNet-Delaware and CellNet-California is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.


CELLNET DATA SYSTEMS, INC.
a Delaware corporation

By: 
John M. Seidl, President and
Chief Executive Officer


ATTEST:


David L. Perry, Secretary

CELLNET DATA SYSTEMS, INC.
a California corporation

By: 
John M. Seidl, President and
Chief Executive Officer

ATTEST:


David L. Perry, Secretary

SCHEDULE I

August 30, 1996

TO THE SHAREHOLDERS OF CELLNET DATA SYSTEMS, INC.:


In connection with the reincorporation (the "Reincorporation") in Delaware of CellNet Data Systems, Inc., a California corporation (the "Company"), pursuant to the Agreement and Plan of Merger (the "Agreement") dated as of August __, 1996 between the Company and CellNet Data Systems, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("CellNet-Delaware"), your shares of Company stock will be converted into shares of stock in CellNet-Delaware.

In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "Code"), in consequence of the Reincorporation and (ii) CellNet-Delaware will not be required under Section 1445 of the Code to withhold taxes from the CellNet-Delaware stock that you will receive in connection therewith, the Company hereby represents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder.

A copy of this letter will be delivered to CellNet-Delaware pursuant to Section 4.9 of the Agreement.

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct.

Sincerely,



John M. Seidl, President and
Chief Executive Officer

CELLNET DATA SYSTEMS, INC.
(California Corporation)

OFFICERS' CERTIFICATE

John M. Seidl and David L. Perry certify that:

1. They are the President and the Secretary, respectively, of CellNet Data Systems, Inc., a corporation organized under the laws of the State of California.
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock". Four series of Preferred Stock have been authorized, designated "Series AA Preferred", "Series BB Preferred", "Series CC Preferred" and "Series DD Preferred", respectively.
3. There were 2,562,781 shares of Common Stock, and 5,000,000 shares of Series AA Preferred, 3,489,845 shares of Series BB Preferred, 3,215,768 shares of Series CC Preferred and 646,830 shares of Series DD Preferred, outstanding as of May 3, 1996, the record date of the 1996 Annual Meeting of Shareholders held on June 26, 1996, at which time the consent of the shareholders was solicited to approve the Agreement and Plan of Merger attached hereto (the "Merger Agreement").
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class and series of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of Preferred Stock outstanding as of the Record Date, voting together as a class on an as converted into Common Stock ("Common Equivalent") basis, and more than 50% of the votes entitled to be cast by holders of Common Stock and Preferred Stock outstanding, voting together as a class on a Common Equivalent basis.
6. John M. Seidl and David L. Perry further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in San Carlos, California on August 30, 1996.



John M. Seidl



David L. Perry

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CELLNET DATA SYSTEMS, INC.
(Surviving Corporation)

OFFICERS' CERTIFICATE

John M. Seidl and David L. Perry certify that:

1. They are the President and the Secretary, respectively, of CellNet Data Systems, Inc., a corporation organized under the laws of the State of Delaware.

2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock". Four series of Preferred Stock have been authorized, designated "Series AA Preferred", "Series BB Preferred", "Series CC Preferred" and "Series DD Preferred", respectively.

3. There are 1,000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement").

4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class and series of stock which equaled or exceeded the vote required.

5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.

6. John M. Seidl and David L. Perry further declare under penalty of perjury under the laws of the State of Delaware that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in San Carlos, California on August 30, 1996.



John M. Seidl



David L. Perry