

03-24-2000



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FORM PTO-1594
(Rev. 6-93)

RECORDATION FOR
TRADEMARK

DEPARTMENT OF COMMERCE
Patent and Trademark Office

2.22.00

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

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

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

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

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

Execution Date: August 25, 1999

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.

B. Trademark Registration No.(s): None

Additional numbers attached? : X Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cooley Godward LLP
Internal Address: Janet L. 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: 4

7. Total fee (37 CFR 3.41):..... \$ 115.00
X Enclosed
X Authorized to be charged to deposit account (for any deficiency or credit of any overpayment)

8. Deposit account number: 03-3118
Attach duplicate copy of this page if paying by deposit account

DO NOT USE THIS SPACE

03/24/2000 DC0ATES 00000201 75518493

01 FC:981 Statement and signature. 40.00 OP
02 FC:482 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. 75.00 OP

Janet L. Cullum, Esq.
Janet L. Cullum, Esq.

2/14/00
Date

Total number of pages including cover sheet, attachments, and document: 10

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

Schedule of Trademarks

Mark	Country	App. No./Date	Class
454	US	75/518,493 07/14/98	9
CERENT	US	75/472,172 04/22/98	9
THE REVOLUTIONARY NETWORK ELEMENT	US	75/602,076 12/08/98	9
Wheel and Axle Design	US	75/508,912 06/26/98	9

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of August 25, 1999, by and between Cisco Systems, Inc., a California corporation ("Acquiror"), and Cerent Corporation, a Delaware 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 stockholders 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, warranties, covenants 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 Section 368(a) of the Code.

E. The parties intend that for financial accounting purposes the Merger shall be accounted for as a pooling-of-interests. The parties acknowledge, however, that pooling-of-interests accounting treatment will not be a condition to the consummation of the Merger.

F. As an inducement to Acquiror to enter into this Agreement, certain of the stockholders of Target have previously entered into an agreement to vote the shares of Target's Capital Stock owned by such person to approve the Merger.

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 attached hereto as Exhibit A (the "Agreement of Merger") and the applicable provisions of the California Corporations Code ("California Law") and the Delaware General Corporation Law ("Delaware 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 the State of Delaware, in accordance with the relevant provisions of California Law and Delaware Law (the time of such filing with the Secretary of State of the 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 and Delaware 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.

2.11 Intellectual Property.

(a) Target and its subsidiaries own, or are licensed or otherwise possess 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, inventions, 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 and its subsidiaries as currently conducted or as proposed to be conducted by Target and its subsidiaries. Target has not (i) licensed any of its Intellectual Property in source code form to any 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 of its subsidiaries, or any Intellectual Property right of any third party to the extent licensed by or through Target or any of its subsidiaries, by any third party, including any employee or former employee of Target or any of its subsidiaries. Neither Target nor any of its subsidiaries has 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 or license agreements 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 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. The manufacturing, marketing, licensing or sale of Target's products do not infringe any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third party. Target 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.

(f) Target has secured valid written assignments from all consultants and employees who contributed to the creation or development of Intellectual Property of the rights to such contributions that Target does not already own by operation of law.

(g) Target has taken all necessary and appropriate steps to protect and preserve the confidentiality of all Intellectual Property not otherwise protected by patents, patent applications or copyright ("Confidential Information"). All use, disclosure or appropriation of Confidential Information owned by Target by or to a third party has been pursuant to the terms of a written agreement between Target and such third party. All use, disclosure or appropriation of Confidential Information not owned by Target has been pursuant to the terms of a written agreement between Target and the owner of such Confidential Information, or is otherwise lawful.

(h) Target hereby represents and warrants that, under the Technology License Agreement between Target and Siara Systems, Inc. dated October 8, 1998 (the "Siara Agreement"), as amended by the Amendment and Supplement to Technology License Agreement between the same parties dated February 19, 1999 (the "Siara Amendment"): (i) as of March 5, 1999, Target has no obligation whatsoever to disclose or transfer any documentation, technology or other information of any kind to Siara; and (ii) under Section 2.3 of the Siara Agreement, Siara may purchase from Target or its suppliers, only the "SXC ASIC" or the "BTC ASIC" (as those terms are defined in the Siara Agreement) as they exist as of March 5, 1999 and not any modifications, improvements, additions or other future forms thereof.

2.12 Environmental Matters.

(a) The following terms shall be defined as follows:


(i) "Environmental and Safety Laws" shall mean any federal, state or local laws, ordinances, codes, regulations, rules, policies and orders that are intended to assure the protection of the environment, or that classify, regulate, call for the remediation of, require reporting with respect to, or list or define air, water, groundwater, solid waste, hazardous or toxic substances, materials, wastes, pollutants or contaminants, or which are intended to assure the safety of employees, workers or other persons, including the public.

(ii) "Hazardous Materials" shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant, or infectious or radioactive substance or material, including without limitation, those substances, materials and wastes defined in or regulated under any Environmental and Safety Laws.

(iii) "Property" shall mean all real property leased or owned by Target or its subsidiaries either currently or in the past.

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.

CERENT CORPORATION

By: 
Name: Carl E. Rasio
Title: President - CEO

CISCO SYSTEMS, INC.

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION

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P. 2

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.

CERENT CORPORATION

By: _____
Name: _____
Title: _____

CISCO SYSTEMS, INC.

By: *John J. Chambers*
Name: _____
Title: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

SCHEDULE 2.11

Target Intellectual Property

----- REDACTED -----

----- REDACTED -----

Target has had the following patent applications filed, all of which are currently pending:

<u>Application Number</u>	<u>Name</u>
CER1002-00	REDACTED
CER1003-00	
CER1005-00	
CER1006-00	
CER1008-00	
CER1009-00	
CER1010-00	
CER1007-00	
CER1029-00	
CER1000-00	

Target has the following trademarks and/or trademark applications:

<u>Application or Trademark Number</u>	<u>Issue or Filing Date</u>	<u>Title</u>
876695	4/28/98	Cerent
75/472,172	4/22/98	Cerent
75/602076	12/7/98	The Revolutionary Network Element
75/508,912	6/26/98	Misc. Design
882121	6/22/98	Misc. Design
75/518,493	7/14/98	454

Target has registered the following domain names:

(1) cerent.com, (2) cerent.net, (3) cerent.org, (4) cerent327.com, (5) cerent327.net, (6) cerent327.org, (7) cerent454.com, (8) cerent454.net and (9) cerent454.org

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