

04-06-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger Effective Date Month Day Year 6/3/98 <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Contribution Agreement</u>
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Conveying Party Mark if additional names of conveying parties attached

Name Icarian LLC Execution Date
 Month Day Year
6/3/98

Formerly _____

Individual General Partnership Limited Partnership Corporation Association
 Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name Icarian, Inc.

DBA/AK/TA _____

Composed of _____

Address (line 1) 333 Moffett Park Drive

Address (line 2) _____

Address (line 3) Sunnyvale California 94089
 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 Delaware

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02 FC:482

40.00 EP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027. Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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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

(650) 494-0600

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).

Trade Application Number(s)	Registration Number(s)
75/355,664	
75/355,868	
75/355,665	

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

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.

Melissa M. Manwaring, Esq.
Name of Person Signing

Melissa Manwaring
Signature

February 28, 2000
Date Signed

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement"), dated as of June 3, 1998, is made and entered into by and among ICARIAN, INC. (the "Corporation"), a Delaware corporation, and each of the persons and entities identified on *Schedule A* hereto as Members (collectively, the "Members") of ICARIAN LLC (the "LLC"), a Delaware limited liability company.

RECITALS

WHEREAS, the Members own, collectively, 100% of the interests in the LLC, and each of the Members desires to contribute his or her respective interest (individually, an "Interest" and collectively, the "Interests") in the LLC to the Corporation in exchange for stock in the Corporation;

WHEREAS, the Interests being contributed to the Corporation by the Members consist of all the rights, duties and obligations of such Members in the LLC;

WHEREAS, the individuals and entities listed on *Schedule B-2* hereto (the "Series B Investors"), by and pursuant to a Series B Preferred Stock Purchase Agreement of even date herewith (the "Series B Agreement") are contributing, simultaneous with the Member's contribution of the Interests, \$5,300,000.00 (the "Monetary Contribution") to the Corporation in exchange for stock in the Corporation;

WHEREAS, the Members, the Corporation and the Series B Investors recognize and intend that the transactions in this Agreement and the Series B Agreement will meet the requirements of Section 351 of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Corporation has been incorporated pursuant to a Certificate of Incorporation dated as of May 15, 1998 for the purposes of, among other things, acquiring all of the Interests of the Members in the LLC, accepting the Monetary Contribution, accepting the assets and assuming and becoming fully bound by the debts, liabilities and obligations of the LLC, and operating the business of the LLC; and

WHEREAS, the parties hereto agree that simultaneously with the contribution of the Interests and the Monetary Contribution and the closing of the transactions contemplated by the Series B Agreement, the LLC will be dissolved, and all assets properties and liabilities of the LLC shall thereupon be transferred and assigned to the Corporation, and the independent existence of the LLC shall cease upon the filing with the Secretary of State of the State of Delaware of a Certificate of Cancellation in substantially the form of *Exhibit A* hereto (the "Certificate of Cancellation") with the Secretary of State of the State of Delaware.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONTRIBUTIONS.

1.1 Contribution of Interests. Each of the Members hereby transfers, assigns, delivers and sets over to the Corporation, and the Corporation hereby acquires from each of the Members, all of his or her respective right, title and interest in and to the Interests set forth on *Schedule A*. Each of the Members hereby states such Member's intention that he or she shall cease to be a Member of the LLC as to such Interest and that the Corporation shall hold such Interest as a Member of the LLC, all as of the date hereof.

1.2 Members Representations And Warranties. Each Member hereby represents and warrants to the Corporation as follows:

(a) The Member is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, as amended;

(b) The Member is acquiring stock of the Corporation for the Member's own account as principal, for investment purposes only, and not with a view to, or for, resale, distribution, or fractionalization thereof, in whole or in part. The Member is not acquiring the stock for the account or benefit of any other person; and

(c) The Member understands that the stock that the Member is acquiring has not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, which exemption depends upon, among other things, the bona fide nature of the Member's investment intent as expressed herein.

2. ACCEPTANCE AND CONSIDERATION.

2.1 Acceptance. The Corporation hereby accepts the assignment of the Interests as provided in Section 1.1 and agrees to be bound by all of the terms and provisions of the LLC's Operating Agreement effective as of August 18, 1997, as amended (the "LLC Agreement") and of any other applicable law as to such Interests. The Corporation is also accepting the contribution of the Monetary Contribution as provided in the Series B Agreement.

2.2 Consideration. In consideration of the assignment of the Interests and the contribution of the Monetary Contribution, the Corporation shall, simultaneously herewith, issue to each of the Members and to each of the Series B Investors, the number and class of shares of capital stock of the Corporation set forth opposite such person's name on *Schedules B-1 and B-2* hereto.

3. CONSENT OF MEMBERS AND MANAGERS. Each of the Members and each of the Managers of the LLC, by his, her or its execution of this Agreement, hereby votes in favor of, consents to and approves of the transactions contemplated by this Agreement. Further, each of

the Members, by his or her execution of this Agreement, hereby: (a) confirms *Schedule A* hereto; and (b) waives any prior notice required to have been given to such Member or Manager by the LLC's Board of Managers pursuant to the LLC Agreement as well as any and all provisions of the LLC Agreement relating to any co-sale right or the right of a Member to participate pro rata in any additional investments in the LLC.

4. **MEMBER DOCUMENTS.** From and after the date hereof, all written documentation or certificates, if any, which prior to the date hereof represent an outstanding interest in the LLC (including without limitation the LLC Agreement) shall be deemed for all purposes to represent the right to receive stock certificates representing the shares of the Corporation for which the Interests represented by such documentation or certificates have been exchanged as herein provided.

5. **DISSOLUTION OF THE LLC.** Each of the Members, the Corporation, and each of the Managers of the LLC, by his or her execution of this Agreement, hereby confirms that due to the assignment of the Interests as provided in Section 1.1, the Corporation will be the sole Member of the LLC and that, simultaneously with the execution of this Agreement or immediately thereafter, the Corporation, as sole member of the LLC, shall file the Certificate of Cancellation with the Secretary of State of the State of Delaware, such that the LLC will be dissolved and its assets will be distributed to the Corporation as its sole Member and its debts, liabilities and obligations will be and become the debts, liabilities and obligations of the Corporation, fully and primarily as though incurred or undertaken originally by the Corporation. The Corporation hereby accepts such assets and hereby assumes and agrees to pay, perform and achieve, promptly when due, and to be and become fully and primarily liable therefor, all of such debts, liabilities and obligations upon and incident to such distribution.

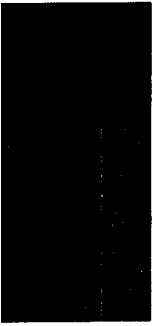
6. **FURTHER ASSURANCES.** At any time after the date hereof, if any further action or actions are necessary, proper, advisable or convenient to carry out the purposes of this Agreement, then, as soon as is reasonably practicable, the parties to this Agreement shall take such action or actions.

7. **ENTIRE AGREEMENT.** Except as otherwise specifically provided herein, this Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

8. **MISCELLANEOUS.**

8.1 **Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.2 **Headings; Gender and Number.** Headings of the sections, subsections and paragraphs of this Agreement have been added for convenience only and shall not be deemed to be a part of this Agreement. Whenever required by the context, as used in this Agreement the singular number shall include the plural, the plural shall include the singular, and



all words herein in any gender shall be deemed to include the masculine, feminine and neuter genders.

8.3 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.


8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws (other than conflicts of law) of the State of California.

8.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, executors and administrators of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this CONTRIBUTION AGREEMENT as of the date first above written.

MEMBERS:

ICARIAN, INC.



Doug Merritt

By: 

Doug Merritt,
Chief Executive Officer



Rami Hublou




Pehong Chen

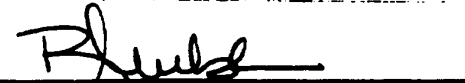
Agreed and Consented to by Managers of Icarian LLC:



Doug Merritt, as Manager of
Icarian LLC



Pehong Chen, as Manager of
Icarian LLC





Rami Hublou, as Manager of
Icarian LLC

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IN WITNESS WHEREOF, the parties have executed this CONTRIBUTION AGREEMENT as of the date first above written.

MEMBERS:

ICARIAN, INC.

Doug Merritt

By: 

Doug Merritt,
Chief Executive Officer



Rani Hublou




Pehong Chen

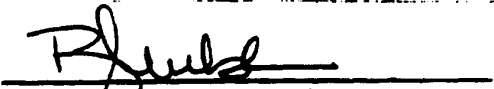
Agreed and Consented to by Managers of Icarian LLC:



Doug Merritt, as Manager of
Icarian LLC



Pehong Chen, as Manager of
Icarian LLC



Rani Hublou, as Manager of
Icarian LLC

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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

-2-

SPACE ABOVE THIS LINE FOR RECORDER'S USE

State of California

Bill Jones
Secretary of State
SACRAMENTO



I, BILL JONES, Secretary of State of California, hereby certify:

**That the annexed transcript of 2 page(s) was prepared by
and in this office from the record on file, of which it purports to be a copy,
and that it is full, true and correct.**



**IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California**

JUL 3 0 1998

Bill Jones

Secretary of State

SEE STATE FORM LP 100A (Rev. 6/94)

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State of California Bill Jones Secretary of State

LIMITED LIABILITY COMPANY CERTIFICATE OF CANCELLATION

There is no fee for filing the Certificate of Cancellation with the Secretary of State.
IMPORTANT - Read Instructions before completing this form.

FILED
in the office of the Secretary of State
of the State of California

JUL 29 1998

Bill Jones
BILL JONES, Secretary of State

This Space For Filing Use Only

1. Limited Liability Company Name
Icarian LLC

2. Secretary Of State File Number
101997241009

3. The Limited Liability Company hereby consents to (check one):
 Articles of Organization pursuant to Subdivision (b) of Section 17000 of the California Corporations Code.
 Registration pursuant to Section 17488 of the California Corporations Code.

4. The assumption of the tax liability and the responsibility for additional taxes or fees, if any, shall be that of:
Name: Icarian, Inc.
Address: 650 Castro Street, Suite 260
City: Mountain View State: CA Zip Code: 94041

5. The separate filing of the Certificate of Dissolution (LLC-S) pursuant to Section 17388 is not required, because dissolution pursuant to subdivision (a) of Section 17380 is made by a vote of all of the members.
 YES NO

6. Other information the managers or members filing the Certificate of Cancellation determine to include:
None

7. Number of pages attached, if any:
-0-

8. It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.
Doug Merritt signature of authorized person
Doug Merritt, CEO type of print name and title of authorized person
Date: July 24, 1998

9. RETURN TO:
NAME Peter M. W. Wong, Esq.
FIRM Cooley Godward LLP
ADDRESS One Maritime Plaza, 20th Floor
CITY/STATE/SAN Francisco, CA 94111
ZIP CODE

SECRETARY (REV. 1987)

FORM LLC-47 - NO FILING FEE
Approved by Secretary of State



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P. O. BOX 1488
SACRAMENTO, CA 95812-1488

TAX CLEARANCE CERTIFICATE

July 03, 1998

EXPIRATION DATE: OCTOBER 15, 1998

ROBERT MERK
AMERISEARCH
1232 Q ST
SACRAMENTO, CA 95814

ISSUED TO: ICARIAN, LLC
SOS File Number: 10-1997241-009

This is to certify that all taxes imposed under the Bank and Corporation Tax Law on this Limited Liability Company have been paid or are secured by bond deposit or other means.

A copy of this Tax Clearance Certificate has been sent to the Office of the Secretary of State. This original Tax Clearance Certificate may be retained in the files of the Limited Liability Company.

By the Expiration Date noted above, this Limited Liability Company must have filed the documents required by the Secretary of State to cancel or merge. Requests for the appropriate documents must be directed to: Office of the Secretary of State at P. O. Box 944228, Sacramento, CA 94244-2280, or by telephone, (916) 653-3795.

NOTE: If the required documents are not filed with the Secretary of State prior to the Expiration Date noted above, the Limited Liability Company will remain subject to the filing requirements of the Bank and Corporation Tax Law.

FRANCHISE TAX BOARD
By H. Hermansen
Tax Clearance Unit
Taxpayer Service Center Section
Telephone (916) 845-4124



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**SCHEDULE A
MEMBERS OF ICARIAN LLC**

MEMBER	COMMON SHARES	SERIES A PREFERRED SHARES	TOTAL SHARES
Doug Merritt	2,400,000 shares		2,400,000 shares
Rani Hublou	2,400,000 shares		2,400,000 shares
Pehong Chen		3,200,000 shares	3,200,000 shares
TOTAL:	4,800,000 shares	3,200,000 shares	8,000,000 shares

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**SCHEDULE B-1
ICARIAN, INC.
STOCK ISSUABLE**

TO THE MEMBERS:

NUMBER AND CLASS OF STOCK

Doug Mezitt

2,399,990 shares of Common Stock

Rani Hublou

2,399,990 shares of Common Stock

Pehong Chen

3,200,000 shares of Series A Preferred Stock

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**SCHEDULE B-2
ICARIAN, INC.
STOCK ISSUABLE**

TO THE SERIES B INVESTORS:

NUMBER AND CLASS OF STOCK

The P/A Fund III, L.P.	735,295 shares of Series B Preferred Stock
APA Excelsior IV Partners, L.P.	3,690,000 shares of Series B Preferred Stock
APA Excelsior IV Partners/Offshore, L.P.	651,176 shares of Series B Preferred Stock
Patricof Private Investment Club, L.P.	70,588 shares of Series B Preferred Stock
Conway Rulon-Miller, Jr.	294,118 shares of Series B Preferred Stock
KPCB Java Fund	1,176,471 shares of Series B Preferred Stock
KPCB Information Sciences Zaibatsu Fund II	58,823 shares of Series B Preferred Stock
Kleiner Perkins Caufield & Byers VIII	1,056,471 shares of Series B Preferred Stock
KPCB VIII Founders Fund	61,177 shares of Series B Preferred Stock

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