

05-15-2000

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

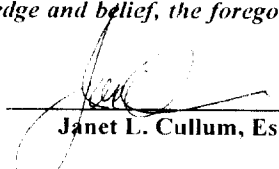
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Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

<p>1. Name of conveying party(ies): Sentient Networks, Inc.</p> <p>: Individual(s) : Association</p> <p>: General Partnership : Limited Partnership X Corporation-State Delaware</p> <p>: Other _____</p> <p>Additional name(s) of conveying parties attached? Yes X No</p> <p>3. Nature of conveyance: : Assignment X Merger : Security Agreement : Change of Name : Other _____</p> <p>Execution Date: April 7, 1999</p>	<p>2. Name and address of receiving party(ies): Name: Cisco Systems, Inc.</p> <p>Internal Address: _____</p> <p>Street Address: 170 West Tasman Drive</p> <p>City: San Jose State: CA ZIP 95134</p> <p>: Individual(s) citizenship _____ : Association _____ : General Partnership _____ : Limited Partnership _____ X Corporation-State California : Other _____</p> <p>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</p>
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s): 75/197,223 (for ULTIMATE)</p> <p>Additional numbers attached? : Yes X No</p>	<p>B. Trademark Registration No.(s):</p>
<p>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</p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 3.41):..... \$ 40.00</p> <p>X Enclosed X Authorized to be charged to deposit account (for any deficiency or credit of any overpayment)</p> <p>8. Deposit account number: 03-3118 Attach duplicate copy of this page if paying by deposit account</p>
<p>DO NOT USE THIS SPACE</p>	
<p>9. Statement and signature. <i>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.</i></p> <p style="text-align: center;">  _____ Janet L. Cullum, Esq. </p> <p style="text-align: center;"> _____ Date 4/20/00 </p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 11</p>	

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

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AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of April 7, 1999, by and between Cisco Systems, Inc., a California corporation ("Acquiror"), and Sentient Networks, Inc., 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 Sections 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.

F. As an inducement to Acquiror to enter into this Agreement, certain of the shareholders 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 and against any competing proposals.

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 Delaware General Corporation Law ("Delaware Law") and the California Corporations Code ("California 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 Delaware and the Secretary of State of the State of California, 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. 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.

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operations involving such properties and (iii) liens securing debt which is reflected on the Target Balance Sheet. The plants, property and equipment of Target that are used in the operations of its business are in good operating condition and repair, subject to normal wear and tear. All properties used in the operations of Target are reflected in the Target Balance Sheet to the extent generally accepted accounting principles require the same to be reflected. Schedule 2.10 identifies each parcel of real property owned or leased by Target.

2.11 Intellectual Property.

(a) Target owns, or is licensed or otherwise possesses 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 as currently conducted or as proposed to be conducted by Target. 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 material unregistered trademarks, trade names and service marks, registered 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 except for end-user licenses entered into in the ordinary course of business, 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, except for licenses to public domain or commercially available software products.

(c) There is no unauthorized use, disclosure, infringement or misappropriation of any Intellectual Property rights of Target, or any Intellectual Property right of any third party to the extent licensed by or through Target, by any third party, including any employee or former employee of Target. Target has not 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) To the knowledge of Target, all patents, registered trademarks, service marks and copyrights held by Target are valid and subsisting. Target (i) 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; (ii) has no knowledge that the manufacturing, marketing, licensing or sale of its products infringes any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third party and (iii) 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 is licensed or otherwise possesses legally enforceable rights to use all intellectual property owned by Loral Data Systems ("Loral"), a Division of Loral Fairchild, and currently being used or proposed to be used in the business of Target. Target has developed a product for sale utilizing the technology licensed under that certain Non Exclusive License Agreement, dated November 11, 1995 ("the License Agreement"), by and among Loral and Mike Witchey and Nimish Shah, in their individual capacities and on behalf of Target, a legal entity formed to accomplish the purposes of such License Agreement, within thirty-six (36) months from the execution of the License Agreement such that the termination rights set forth in section 15.A.(I) of the License Agreement cannot be triggered.

2.12 Environmental Matters.

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

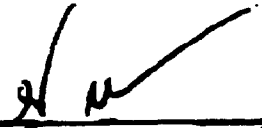
(i) "Environmental and Safety Laws" shall mean any federal, state or local laws, ordinances, codes, regulations, rules, policies and orders that are intended to assure the protection of the environment, or that classify, regulate, call for the remediation of, require reporting with respect to, or list 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 Acquirer have caused this Agreement to be executed and delivered by their respective officers thereto duly authorized, all as of the date first written above.

TARGET

By: 
Name: Greg McAtee
Title: Pres. + CEO

ACQUIROR

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

IN WITNESS WHEREOF, Target and Acquiror have caused this Agreement to be executed and delivered by their respective officers thereto duly authorized, all as of the date first written above.

TARGET

By: _____
Name: _____
Title: _____

ACQUIROR

By: *[Signature]*
Name: _____
Title: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

SCHEDULE 2.11

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TRADEMARK
REEL: 002070 FRAME: 0542

Sequent Networks, Inc. (6712)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg

As Of April 06, 1999

Page: 1

Mark	Country	Status	App. No. / Filed	Reg. No. / Reg. Date	Renewal Date	B & T Matter
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ULTIMATE

United States of America

Filed

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13-Nov-1996

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Scientific Networks, Inc. (6712)
Trademark Applications and Registrations
Maintained by Barnes & Thornburg
As Of April 06, 1999

Page: 2

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Total = 6

CONFIDENTIAL
Mark Property Status Report

TTC Ref. Country Atty(e) Handling	Client's Ref.	Mark	Class(es)	Serial No. Filing Date	Reg. No. Issue Date	Status and Remarks
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