

Client Code: ANADX.04T



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TO THE ASSISTANT COMMISSIONER U.S. Patent & T

101372483

1 original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Printronix, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State of California
- Other:

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

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

Name: Printronix, Inc.

Internal Address:

Street Address: 17500 Cartwright Road

City: Irvine State: CA ZIP: 92614

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State of 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) and address(es) attached?  
 Yes  No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) December 2, 1986

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

- a. Trademark Application No(s):
- b. Trademark Registration No(s):  
1,106,563

Additional numbers attached?  Yes  No

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

Name: Susan M. Moss  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
Customer No. 20,995

Internal Address: Sixteenth Floor  
Street Address: 620 Newport Center Drive  
City: Newport Beach State: CA ZIP: 92660  
Attorney's Docket No.: ANADX.04T

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

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.

Susan M. Moss  
Name of Person Signing

Signature

4/28/00  
Date

Total number of pages including cover sheet, attachments and document: 8

Mail documents to be recorded with required cover sheet information to:

05/31/2000 DNGUYEN 00000128 1106563

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40.00 DP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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U.S. Patent & TMOs/TM Mail Rep Dt. #81

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement"), dated as of December 2, 1986, is made by and between Printronix, Inc., a California corporation ("Printronix California"), and Printronix, Inc., a Delaware corporation and wholly owned subsidiary of Printronix California ("Printronix Delaware"), which corporations are sometimes hereinafter collectively called the "Constituent Corporations."

W I T N E S S E T H :

WHEREAS, Printronix California has authority to issue 39,000,000 shares of Common Stock, no par value (the "Printronix California Common Stock"); and

WHEREAS, Printronix Delaware has authority to issue 12,000,000 shares of Common Stock, \$.01 par value (the "Printronix Delaware Common Stock"); and

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and in the best interests of each of the Constituent Corporations and its shareholders that Printronix California be merged into and with Printronix Delaware as permitted by the General Corporation Law of the State of Delaware and the California General Corporation Law under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has approved this Agreement and directed that this Agreement be submitted to its shareholders;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the applicable provisions of the General Corporation Law of the State of Delaware and the California General Corporation Law, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

ARTICLE I

THE MERGER, THE SURVIVING CORPORATION AND  
THE EFFECTIVE DATE

1.1 As soon as practicable following the fulfillment (or waiver, to the extent permitted therein) of the conditions specified in Article IV hereof, Printronix California shall be merged into and with Printronix Delaware (the "Merger"), which shall survive the Merger.

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1.2 The date on which the Merger occurs and becomes effective is hereby defined to be and is hereinafter called the Effective Date. The Merger shall occur and be effective at the time and on the date that the duly executed and acknowledged Agreement of Merger or certificate of merger with respect thereto is filed with the Secretary of State of Delaware as provided in Sections 103 and 252 of the General Corporation Law of the State of Delaware.

1.3 Printronix Delaware, as the surviving corporation (herein as such called the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware. On the Effective Date, the separate existence and corporate organization of Printronix California, except insofar as it may be continued by operation of law, shall be terminated and cease.

## ARTICLE II

### CERTIFICATE OF INCORPORATION, BY-LAWS, DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

2.1 The Certificate of Incorporation of Printronix Delaware shall be the Certificate of Incorporation of the Surviving Corporation, until amended or repealed in accordance with the provisions thereof and of applicable law.

2.2 The By-laws of Printronix Delaware on the date hereof shall, on the Effective Date, become and be the By-laws of the Surviving Corporation, until amended or repealed in accordance with the provisions thereof, of the Certificate of Incorporation and of applicable law.

2.3 The directors and officers of Printronix California on the Effective Date will be the directors and officers, respectively, of Printronix Delaware on and after the Effective Date until expiration of their current terms and until their successors are elected and qualified, or prior resignation, removal or death, subject to the Certificate of Incorporation and By-laws of Printronix Delaware.

## ARTICLE III

### TREATMENT OF SHARES OF EACH OF THE CONSTITUENT CORPORATIONS

3.1 On the Effective Date:

(a) each share of Printronix California Common Stock, no par value, outstanding immediately prior to the Merger

shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one share of Printronix Delaware Common Stock, par value \$0.01;

(b) each share of Printronix Delaware Common Stock outstanding immediately prior to the Merger shall be cancelled and returned to the status of authorized but unissued shares;

(c) each option outstanding under the Printronix, Inc. 1978 Stock Option Plan and the Printronix, Inc. 1984 Stock Incentive Plan immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an option to purchase the same number of shares of Printronix Delaware Common Stock, at the same price and otherwise upon the same terms and conditions; and

(d) each right to purchase outstanding under the Printronix, Inc. 1980 Employee Stock Purchase Plan immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder of such right, be converted into and become a right to purchase the same number of shares of Printronix Delaware Common Stock, at the same price and otherwise upon the same terms and conditions.

3.2 No certificates for shares of Printronix Delaware Common Stock will be issued to holders of any of the shares of Printronix California Common Stock upon the Merger. Certificates representing shares of Printronix California Common Stock shall, upon the Merger, be deemed for all purposes to represent an equal number of shares of Printronix Delaware Common Stock. After the Effective Date, whenever certificates which formerly represented shares of Printronix California Common Stock are presented for exchange or registration of transfer, the Surviving Corporation will cause to be issued in respect thereof certificates representing an equal number of shares of Printronix Delaware Common Stock.

#### ARTICLE IV

#### CONDITIONS, DEFERRAL, TERMINATION AND AMENDMENT

4.1 The obligation of Printronix California and Printronix Delaware to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by Printronix California and Printronix Delaware in their sole discretion to the extent permitted by law):

(a) Printronix California as sole shareholder of Printronix Delaware shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

(b) the shareholders of Printronix California shall have approved the Merger at a meeting thereof duly held in accordance with the California General Corporation Law.

4.2 Consummation of the Merger may be deferred by the Board of Directors of Printronix California for a reasonable period of time if the Board of Directors determines that deferral would be in the best interests of Printronix California and its shareholders.

4.3 (a) This Agreement may be terminated by the Board of Directors of Printronix California or Printronix Delaware at any time before or after adoption and approval thereof by the shareholders of Printronix Delaware or Printronix California or both, but not later than the Effective Date.

(b) In the event of termination of this Agreement as above provided, this Agreement shall become wholly void and of no effect, and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or its shareholders except as provided in Section 4.4 hereof.

4.4 If the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, Printronix California shall pay all expenses incurred in connection with all the proceedings taken in respect of this Agreement or relating thereto.

4.5 The parties hereto, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after adoption and approval of this Agreement by the shareholders of Printronix Delaware and Printronix California, but not later than the Effective Date; provided, however, that no such amendment, modification or supplement not adopted and approved by the shareholders of Printronix Delaware and Printronix California shall affect the rights of such shareholders or change any of the principal terms of this Agreement.

## ARTICLE V

### TRANSFER OF ASSETS AND LIABILITIES

5.1 On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if such Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

5.2 On the Effective Date, Printronix Delaware will assume and continue Printronix California's 1978 Stock Option Plan, 1980 Employee Stock Purchase Plan and 1984 Stock Incentive Plan, and options or rights to purchase Printronix Delaware's Common Stock shall be substituted for the options or rights to purchase granted under such plans as provided in Section 3.1 hereof.

5.3 The parties hereto agree that from time to time and as and when requested by the Surviving Corporation, or by its successors or assigns, to the extent permitted by law, the officers and directors of Printronix California and of the Surviving Corporation are fully authorized in the name of Printronix California or otherwise to execute and deliver all such deeds, assignments, confirmations, assurances and other

instruments and to take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, confirm in or assure the Surviving Corporation title to and possession of all of said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VI

MISCELLANEOUS

For the convenience of the parties and to facilitate any filing and recording of this Agreement, any number of counterparts hereof may be executed, each of which shall be deemed to be an original of this Agreement but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the President or a Vice President and its corporate seal affixed and attested to by the Secretary or an Assistant Secretary of each party hereto, all as of the day and year first above written.

(Corporate Seal)

PRINTRONIX, INC., a Delaware corporation

By:   
Robert A. Kleist, President

ATTEST:

By:   
David W. Mayne, Secretary

(Corporate Seal)

PRINTRONIX, INC., a California corporation

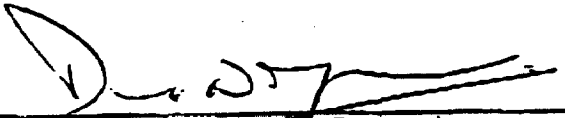
ATTEST:

By:   
David W. Mayne, Secretary

By:   
Robert A. Kleist, President

I, David W. Mayne, Secretary of Printronix, Inc., a corporation organized and existing under the laws of the State of Delaware, ("Printronix Delaware") hereby certify, pursuant to the provisions of Sections 252 and 251(c) of the General Corporation Law of the State of Delaware, that Printronix, Inc., a California corporation, ("Printronix California") the sole stockholder of Printronix Delaware, has voted all outstanding shares of Printronix Delaware in favor of the merger of Printronix California with and into Printronix Delaware on the terms and conditions set forth in the Agreement and Plan of Merger to which this certification is appended.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of said corporation, this 2<sup>nd</sup> day of December, 1986.

  
\_\_\_\_\_  
David W. Mayne, Secretary

(Corporate Seal)

11/25/86  
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RECORDED: 05/01/2000

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