



To the Honorable Commissioner of Patents
thereof.

Attached original documents or copy

101394577

1. Name of conveying party(ies): OPR/FINANCE
MaxComm Technologies, Inc.

Individual(s) Association 5.23.00

General Partnership Limited Partnership
X Corporation-State Delaware

Other _____

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

3. Nature of conveyance:

Assignment X Merger
 Security Agreement Change of Name
Other _____

Execution Date: September 13, 1999

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

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

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

Additional numbers attached? X Yes No

B. Trademark Registration No.(s):

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

Name: Cooley Godward Castro Huddleson & Tatum

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 registration
involved: 6

7. Total fee (37 CFR 3.41):.....
\$ 165.00

Enclosed
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

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.

Janet L. Cullum, Esq.

5/19/00

Date

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

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

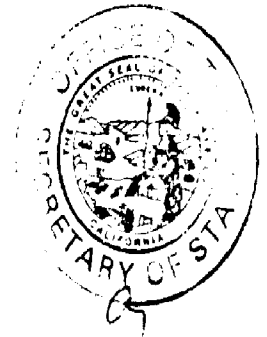
06/30/2000 ASCOTT 00000042 75736816

(01 FC:481 40.00 OP)
02 FC:482 125.00 OP)

**Schedule of Trademarks to be Assigned to
Cisco Systems, Inc.**

Mark	Country	App. No./Date	Class
VOICELAN	US	75/736,816 06/25/99	9
VIRTUAL LOOP CARRIER SYSTEM	US	75/554,395 09/17/98	9
VLC	US	75/708,883 05/18/99	9
VIRTUAL VOICE LINE	US	75/554,999 09/17/98	9
VLH	US	75/708,903 05/18/99	9
VVL	US	75/708,711 05/18/99	9

State of California



SECRETARY OF STATE

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

That the attached transcript of 9 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 this day of

MAY 18 2000



Bill Jones

Secretary of State

A0531343

1183477 SURV
AGREEMENT OF MERGER

OF

CISCO SYSTEMS, INC.

AND

MAXCOMM TECHNOLOGIES, INC.

FILED
In the office of the Secretary of State
of the State of California

SEP 13 1999

Bill Jones
BILL JONES, Secretary of State

This Agreement of Merger, dated as of the 13 day of September, 1999 ("Merger Agreement"), between Cisco Systems, Inc., a California corporation ("Acquiror"), and MaxComm Technologies, Inc., a Delaware corporation ("Target").

RECITALS

A. Target was incorporated in the State of Delaware on October 27, 1997 and on the date hereof has outstanding 4,293,592 shares of Common Stock ("Target Common Stock"), and 13,219,200 shares of Series A Preferred Stock (the "Target Series A Preferred Stock") and 940,800 shares of Series B Preferred Stock (the "Target Series B Preferred Stock"). The Target Series A Preferred Stock and the Target Series B Preferred Stock is hereinafter collectively referred to as the "Target Preferred Stock," and together with the shares of Target Common Stock as the "Target Shares."

B. Acquiror and Target have entered into an Agreement and Plan of Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Merger Agreement and the Agreement and Plan of Reorganization are intended to be construed together to effectuate their purpose.

C. The Boards of Directors of Target and Acquiror deem it advisable and in their mutual best interests and in the best interests of the stockholders of Target, that Target be acquired by Acquiror through a merger ("Merger") of Target with and into Acquiror.

D. The Boards of Directors of Acquiror and Target and the stockholders of Target have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. Target shall be merged with and into Acquiror, and Acquiror shall be the surviving corporation.
2. The Merger shall become effective at such time (the "Effective Time") as this Merger Agreement and the officers' certificate of Target is filed with the Secretary of State

of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. Immediately prior to the Effective Time of the Merger, each share of Target Series A and Series B Preferred Stock will convert to Target Common Stock. At the Effective Time of the Merger (i) all shares of Target Common Stock that are owned directly or indirectly by Target, Acquiror or any other subsidiary of Acquiror shall be cancelled, and no securities of Acquiror or other consideration shall be delivered in exchange therefor, (ii) each of the issued and outstanding shares of Target Common Stock (other than shares, if any, held by persons who have not voted such shares for approval of the Merger and with respect to which such persons shall become entitled to exercise dissenters' rights in accordance with Articles 5.11 through 5.13 of the California Corporations Code, referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for .08981 of a share of Acquiror Common Stock; provided, however, that no more than 1,015,096 shares of Common Stock of Acquiror shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options assumed by Acquiror). Those shares of Acquiror Common Stock to be issued as a result of the Merger are referred to herein as the "Acquiror Shares".

4. Any Dissenting Shares shall not be converted into Acquiror Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the law of the State of California. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into Acquiror Common Stock in accordance with Section 3.

5. Notwithstanding any other term or provision hereof but subject to the proviso in the second sentence of Section 3, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of Target Shares who would otherwise, but for rounding as provided herein, be entitled to receive a fraction of a share of Acquiror Common Stock shall receive from Acquiror an amount of cash equal to the per share market value of Acquiror Common Stock (deemed to be \$69.04) multiplied by the fraction of a share of Acquiror Common Stock to which such holder would otherwise be entitled. The fractional share interests of each Target stockholder shall be aggregated, so that no Target stockholder shall receive cash in an amount greater than the value of one full share of Acquiror Common Stock.

6. The conversion of Target Common Stock into Acquiror Common Stock as provided by this Merger Agreement shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Target Common Stock shall thereupon be entitled to receive shares of Acquiror Common Stock in accordance with the Agreement and Plan of Reorganization.

7. At the Effective Time of the Merger, the separate existence of Target shall cease, and Acquiror shall succeed, without other transfer, to all of the rights and properties of Target and shall be subject to all the debts and liabilities thereof in the same manner as if Acquiror had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of Target shall

be limited to the property affected thereby immediately prior to the Effective Time of the Merger.

8. This Merger Agreement is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

9. (a) The Amended and Restated Articles of Incorporation of Acquiror in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation unless and until thereafter amended.

(b) The Bylaws of Acquiror in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

(c) The directors and officers of Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

10. (a) Notwithstanding the approval of this Merger Agreement by the stockholders of Target, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

(b) In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of Target or Acquiror or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

(c) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the stockholders of Target, but, after such approval, no amendments shall be made which by law require the further approval of such stockholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

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

ACQUIROR

By: John T. Chambers
John T. Chambers, President

By: Larry R. Carter
Larry R. Carter, Secretary

TARGET

By: _____
Dev Vrat Gupta, President

By: _____
John H. Chu, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

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

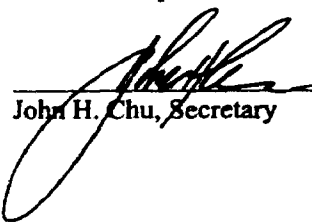
ACQUIROR

By: _____
John T. Chambers, President

By: _____
Larry R. Carter, Secretary

TARGET

By: Dev Vrat Gupta
Dev Vrat Gupta, President

By: 
John H. Chu, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

OFFICERS' CERTIFICATE
OF
CISCO SYSTEMS, INC.

The undersigned, John T. Chambers and Larry R. Carter, hereby certify on behalf of Cisco Systems, Inc., a California corporation ("Acquiror"), that Mr. Chambers is the duly elected President and Chief Executive Officer and Mr. Carter is the duly elected Vice President, Chief Financial Officer and Secretary, of Acquiror and they further certify on behalf of Acquiror that:

1. That they are duly elected, acting and qualified President and Secretary, respectively, of Acquiror.
2. There are two authorized classes of shares, consisting of 5,400,000,000 shares of Common Stock, of which 3,291,981,385 shares were issued and outstanding as of August 26, 1999, and 5,000,000 shares of Preferred Stock, none of which are issued and outstanding.
3. The Agreements of Merger in the forms attached were approved by the Board of Directors of Acquiror in accordance with the California Corporations Code and Delaware General Corporation Laws.
4. No vote of the stockholders of Acquiror was required pursuant to Section 1201 B of the California Corporations Code.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California on September 13, 1999.

By: *John T. Chambers*
John T. Chambers, President and Chief Executive Officer

By: *Larry R. Carter*
Larry R. Carter, Vice President and Chief Financial Officer

OFFICERS' CERTIFICATE
OF
MAXCOMM TECHNOLOGIES, INC.

Dev Vrat Gupta, President, and John H. Chu, Secretary, of MaxComm Technologies, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby certify:

1. That they are the duly elected, acting and qualified President and the Secretary, respectively, of the Corporation.

2. There are two authorized classes of shares, consisting of 24,000,000 shares of Common Stock and 14,160,000 shares of Preferred Stock. There were 4,293,592 shares of Common Stock, 13,219,200 shares of Series A Preferred Stock and 940,800 shares of Series B Preferred Stock, outstanding and entitled to vote on the Agreement of Merger in the form attached.

3. The Agreements of Merger in the forms attached were duly approved by the board of directors of the Corporation in accordance with the California Corporations Code and the Delaware General Corporation Laws.

4. Approval of the Agreement of Merger by the holders of at least a majority of the outstanding shares of Common Stock and a majority of the outstanding shares of Preferred Stock was required. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in Boston, MA, on September 13, 1999.

By: Dev Vrat Gupta
Dev Vrat Gupta, President

By: [Signature]
John H. Chu, Secretary

