

07-19-2000



FORM PTO-1594
(Rev. 6-93)

6-20-00

RE

101407357

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

RECEIVED JUN 20 PM 3:06

1. Name of conveying party(ies):
NETSPEED, INC.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State: Texas

Other _____

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: March 9, 1998

UNRECORDED

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) None

Additional numbers attached? Yes No

B. Trademark Registration No.(s): See Attached

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: Five Palo Alto Square
3000 El Camino Real

City: Palo Alto State: CA ZIP 94306-2155

6. Total number of applications and registration involved: 2

7. Total fee (37 CFR 3.41):.....
\$ 65.00

Enclosed

Authorized to be charged to deposit account
(For any underpayment 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

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. 6/13/00
Date

Total number of pages including cover sheet, attachments, and document: 11

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

07/18/2000 MTHA11 00000256 2175349

01 FC:481 40.00 DP

02 FC:482 25.00 DP

TRADEMARK
REEL: 002104 FRAME: 0320

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

Mark	Country	Reg. No./Date	Classes
NETSPEED	US	2,175,349/ 7/21/98	9 and 42
SPEEDRUNNER	US	2,233,558/ 3/23/99	9

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of March 9, 1998, by and between Cisco Systems, Inc., a California corporation ("Acquiror"), and NetSpeed, Inc., a Texas 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 shareholders 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 Acquiror Common Stock (as defined in Section 3.2 below), at the rate set forth herein.

C. Target and Acquiror desire to make certain representations and warranties 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)(1)(A) of the Code.

E. Concurrent with the execution of this Agreement and as an inducement to Acquiror to enter into this Agreement, certain of the affiliates of Target who are shareholders, officers or directors have on the date hereof entered into an agreement to vote the shares of Target's Capital Stock owned by such person in the manner set forth in the Shareholder Agreements referenced herein and attached as Exhibit C hereto.

AGREEMENT:

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 and Articles

AGREEMENT AND PLAN OF REORGANIZATION

BY AND BETWEEN

CISCO SYSTEMS, INC.

AND

NETSPEED, INC.

March 9, 1998

of Merger attached hereto as Exhibit A (collectively, the "Agreement of Merger"), and the applicable provisions of the California Corporations Code ("California Law") and the Texas Business Corporation Act ("Texas 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, in accordance with the relevant provisions of California Law (the time of such filing 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.

1.6 Effect on Capital Stock. By virtue of the Merger and without any action on the part of Acquiror, Target or the holders of any of Target's securities:

(a) Conversion of Target Capital Stock. The maximum number of shares of Acquiror Common Stock to be issued (including Acquiror Common Stock to be

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

CISCO SYSTEMS, INC.

By: 
Name: Larry Carter
Title: Vice President, Chief Financial officer and Secretary

NETSPEED, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

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

CISCO SYSTEMS, INC.

By: _____
Name: _____
Title: _____

NETSPEED, INC.

By: _____
Name: John McHale
Title: CEO

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

SCHEDULE 2.11(b)

TARGET INTELLECTUAL PROPERTY

1. See attached list for the listing of the items required by Section 2.11(b)(i).

2.

3.

REDACTED

4.

5.

6.

REDACTED

09995.0001:0326837.04

**TRADEMARK
REEL: 002104 FRAME: 0327**

NETSPEED, INC.
 STATUS REPORT OF DOMESTIC AND FOREIGN
 TRADEMARKS AND SERVICE MARKS

MARK	FILE NO.	TW/SM	COUNTRY	SERIAL/REG. NO. & DATE	INTL. CL.	GOODS/SERVICES	REMARKS	DEADLINES

REDACTED

DALE: 06/27/01

MARK	TLP. NO.	TMU SM	COUNTRY	SERIAL/REG. NO. & DATE	INT'L CL.	GOODS/SERVICES	REMARKS	DEADLINES
NETSPEED	002991 0110	TMU SM	U.S.	App. No. 750051496 01/23/76	9.42	5-Equipment for exchanging data (traffic rates on global computer networks, namely computer network connectivity systems composed of router subsystems, 42-computer consulting services in the field of global computer electronic delivery systems), wholesale and retail distribution of services in the field of equipment of exchanging data's transfer rates on global computer networks.	Statement of Use filed with an extension 02/20/78	

REDACTED

DATE: 01/22/78

MARK	FILE NO.	TM/SM	COUNTRY	SERIAL/REG. NO. & DATE	INT'L CL.	GOODS/SERVICES	REMARKS	DEADLINES
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SPEEDRUNNER	062191.0138	TM	U.S.	App No 75/342,467 08/10/91	9	ADSL routers	Newly filed application, not yet assigned to an examiner	
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REDACTED