

07-24-2000

6-19-00

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents at

101411564

Original documents or copy thereof.

| | |
|---|--|
| <p>1. Name of conveying party(ies):</p> <p><u>Amteva Technologies, Inc.</u></p> <p>: Individual(s) : Association</p> <p>: General Partnership : Limited Partnership</p> <p>X Corporation-State: Virginia</p> <p>: Other</p> <p>Additional name(s) of conveying party(ies) attached?: Yes No X</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Cisco Systems, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>170 West Tasman Drive</u></p> <p>City: <u>San Jose</u> State: <u>CA</u> ZIP <u>95134</u></p> <p>: Individual(s) citizenship _____</p> <p>: Association _____</p> <p>: General Partnership _____</p> <p>: Limited Partnership _____</p> <p>X Corporation-State <u>California</u></p> <p>: Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: : Yes : No</p> <p>(Designation must be a separate document from Assignment).</p> <p>Additional name(s) & address(es) attached? : Yes : No</p> |
| <p>3. Nature of conveyance:</p> <p>: Assignment X Merger</p> <p>: Security Agreement : Change of Name</p> <p>: Other _____</p> <p>Execution Date: <u>April 27, 1999</u></p> | |

| | |
|---|---|
| <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): See attached</p> | <p>B. Trademark Registration No.(s): See attached</p> <p>Additional numbers attached? : X Yes No <u>2310284</u></p> |
|---|---|

| | |
|--|---|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Cooley Godward LLP</u></p> <p>Internal Address: <u>Janet L. Cullum, Esq.</u></p> <p>Street Address: <u>5 Palo Alto Square</u> <u>3000 El Camino Real</u></p> <p>City: <u>Palo Alto</u> State: <u>CA</u> ZIP <u>94306-2155</u></p> | <p>6. Total number of applications and registrations involved: <u>Five (5)</u></p> <p>7. Total fee (37 CFR 3.41):..... \$ <u>140.00</u></p> <p>X Enclosed</p> <p>X Authorized to be charged to deposit account (For any underpayment or credit of any overpayment)</p> <p>8. Deposit account number: <u>03-3118</u> (Attach duplicate copy of this page if paying by deposit account)</p> |
|--|---|

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. Date 6/14/00

Total number of pages including cover sheet, attachments, and document: 9

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

07/21/2000 ASCOTT 00000172 2310284

01 FC:481 40.00 OF
02 FC:482 100.00 OF

445413 v1/PA
9J_L01! DOC
061300/1336

TRADEMARK
REEL: 002107 FRAME: 0767

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

| Mark | Country | App. No./Date | Reg. No./Date | Class |
|---------------------------|----------------|------------------------|-----------------------|--------------|
| IRIS | US | | 2,310,284/ 1/25/00 | 38 |
| UM+ | US | 75/549,893/ 9/9/98 | | 9 |
| UM PLUS | US | 75/553,307 09/09/98 | | 9 |
| UNIFIED MESSAGING + | US | 75/553,304/ 9/9/98 | | 9 |
| UNIFIED MESSAGING PLUS | US | 75/553,305/ 9/9/98 | | 9 |

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of April 27, 1999, by and between Cisco Systems, Inc., a California corporation ("Acquiror"), and Amteva Technologies, Inc., a Virginia 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 common stock of Acquiror ("Acquiror Common Stock"), at the rate set forth herein or cancelled as provided 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. 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 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 California Corporations Code ("California Law") and the Virginia Stock Corporation Act ("Virginia 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 and the Secretary of State of the Commonwealth of Virginia, in accordance with the relevant provisions of California Law and Virginia Law (the time of such filing with the Secretary of 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 as provided by California Law and such Bylaws.

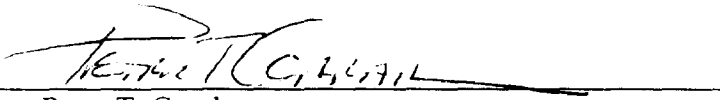
1.5 **Directors and Officers.** At the Effective Time, the directors of Acquiror, as in effect immediately prior to the Effective Time, shall be the directors of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified. The officers of Acquiror, as in effect 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:

MATERIALS REDACTED

IN WITNESS WHEREOF, Amteva Technologies, Inc. and Cisco Systems, Inc. have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

AMTEVA TECHNOLOGIES, INC.

By: 
Name: Peter T. Garahan
Title: Executive Vice President, Chief Operating Officer
and Chief Financial Officer

CISCO SYSTEMS, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

IN WITNESS WHEREOF, Amteva Technologies, Inc. and Cisco Systems, Inc. have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

AMTEVA TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

CISCO SYSTEMS, INC.

By: *Larry Carter*
Name: Larry Carter
Title: CFO

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

TARGET DISCLOSURE SCHEDULE

(a)

MATERIALS REDACTED

(b)

Amteva has applied for trademarks for the following designations (applications pending):

UM Plus.

UM +.

Unified Messaging Plus.

Unified Messaging +.

MATERIALS REDACTED

Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA
94306-2155
Main 650 843-5000
Fax 650 857-0663

Boulder, CO
303 546-4000
Denver, CO
303 606-4800
Kirkland, WA
425 893-7700
Menlo Park, CA
650 843-5100
Reston, VA
703 262-8000
San Diego, CA
858 550-6000
San Francisco, CA
415 693-2000

June 14, 2000

www.cooley.com

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

MARY C. O'CONNOR
650 843-5328
moconnor@cooley.com

**Re: Assignment of Amteva Technologies, Inc. Trademarks to Cisco Systems, Inc.
Our File: Cisco Systems, Inc./General Trademark Acquisition of Amteva
Technologies, Inc./US**

Dear Assistant Commissioner:

Enclosed for filing are the following: (1) Recordation Form Cover Sheet for Assignments; (2) Schedule of Trademarks to be Assigned to Cisco Systems, Inc.; (3) Agreement and Plan of Reorganization; (4) Check in the amount of \$140; (5) Target Disclosure Schedule; (6) Duplicate copy of this letter; and (7) Stamped, self-addressed acknowledgement postcard.

Please charge any deficiency or credit any overpayment of the enclosed fee to Deposit Account No. 03-3118. A duplicate copy of this letter as authorization is attached hereto for your convenience.

Please return the enclosed postcard noting the date of receipt of these documents. Thank you.

Very truly yours,

COOLEY GODWARD LLP



Mary C. O'Connor

Enclosures

cc: Jaime Guandique
Janet L. Cullum, Esq.
Todd S. Bontemps, Esq.

Certificate of Mailing

I hereby certify that this correspondence is being deposited with the United States Postal Service as First Class Mail, postage prepaid in an envelope addressed to: BOX Assignments, Commissioner of Patents and Trademarks, Washington, D.C. 20231

Eaton J. Brindley (Name)
Eaton J. Brindley (Signature)
6/14/00 (Date)

ATTORNEYS AT LAW

Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA
94306-2155
Main 650 843-5000
Fax 650 857-0663

Boulder, CO
303 546-4000
Denver, CO
303 606-4800
Kirkland, WA
425 893-7700
Menlo Park, CA
650 843-5100
Reston, VA
703 262-8000
San Diego, CA
858 550-6000
San Francisco, CA
415 693-2000

www.cooley.com

MARY C. O'CONNOR
650 843-5328
moconnor@cooley.com

June 14, 2000

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

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COOLEY GODWARD LLP



Mary C. O'Connor

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cc: Jaime Guandique
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Eden J. Bruchata (Name)
Eden J. Bruchata (Signature)
6/17/00 (Date)