

08-16-2000

FORM PTO-1594
(Rev. 6-93)

7-18-00



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101433907

To the Honorable Commissioner of P.
thereof.

the attached original documents or copy

1. Name of conveying party(ies):

American Internet Corporation

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

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

3. Nature of conveyance:

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

Execution Date: August 20, 1998

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 95134-1706

- 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)

B. Trademark Registration No.(s) 2,179,296

Additional numbers attached? Yes No

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

Name: Cooley Godward Castro LLP

Internal Address: Janet L. Cullum

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: 1

7. Total fee (37 CFR 3.41):.....
\$ 40.00

- Enclosed
- Authorized to be charged to deposit account
(for any underpayment or credit of any overpayment)

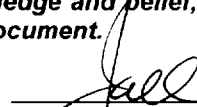
8. Deposit account number: 03-3118

(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.

7/13/00
Date

Total number of pages including cover sheet, attachments, and document: 5

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

08/15/2000 MTHA11 00000173 2179296

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40.00 DP

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of August 20, 1998, by and between Cisco Systems, Inc., a California corporation ("Acquiror"), and American Internet Corporation, 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 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 the right to receive shares of common stock of Acquiror ("Acquiror Common Stock"), 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 shareholders of Target have on the date hereof entered into an agreement to vote the shares of Target's Capital Stock owned by such persons 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"), 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."

2.9 Governmental Authorization. Target has obtained each federal, state, county, local or foreign governmental consent, license, permit, grant, or other authorization of a Governmental Entity (i) pursuant to which Target currently operates or holds any interest in any of its properties or (ii) that is required for the operation of their businesses or the holding of any such interest ((i) and (ii) herein collectively called "Target Authorizations"), and all of such Target Authorizations are in full force and effect, except where the failure to obtain or have any such Target Authorizations could not reasonably be expected to have a Material Adverse Effect on Target.

2.10 Title to Property. Target has good and marketable title to all of its properties, interests in properties and assets, real and personal, reflected in the Target Balance Sheet or acquired after the Target Balance Sheet Date (except properties, interests in properties and assets sold or otherwise disposed of since the Target Balance Sheet Date in the ordinary course of business), or with respect to leased properties and assets, valid leasehold interests in, free and clear of all mortgages, liens, pledges, charges or encumbrances of any kind or character, except (i) the lien of current taxes not yet due and payable, (ii) such imperfections of title, liens and easements as do not and will not materially detract from or interfere with the use of the properties subject thereto or affected thereby, or otherwise materially impair business 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 unencumbered, 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, inventory, 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 currently proposed to be used in the businesses of 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.

(b) Schedule 2.11 lists (i) all patents and patent applications and all 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, 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, trade secrets or copyrights, including software ("Third Party Intellectual Property Rights") which are incorporated in, are, or form a part of any Target product or used in the performance of any Target services.

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

AMERICAN INTERNET CORPORATION

By:

Name:

Title:



BOB BRENNAN

PRESIDENT + CEO

CISCO SYSTEMS, INC.

By:

Name:

Title:

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

AMERICAN INTERNET CORPORATION

By _____
Name: _____
Title: _____

CISCO SYSTEMS, INC.

By: _____
Name: ⁰³ John T. Chambers
 JOHN T. CHAMBERS
Title: PRESIDENT & CEO