

RECORDATION FORM C  
**TRADEMARKS**

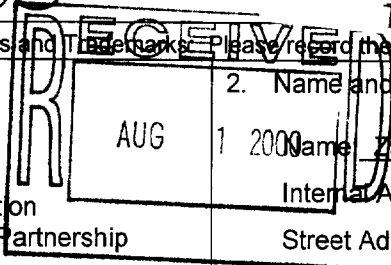
09-07-2000

DEPARTMENT OF COMMERCE  
and Trademark Office



101450809

MKO  
8-1-00



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

1. Name of conveying party(ies):  
LearningGate.com, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: ZapMe! Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 3000 Executive Parkway  
City: San Ramon State: CA ZIP: 94583  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: June 23, 2000

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) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s)  
LEARNINGGATE      EGRADER  
75/733621      75/735663

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Andrew P. Bridges/Jennifer A. Golinveaux  
Internal Address: Wilson Sonsini Goodrich & Rosati  
Trademark and Advertising Practice Group  
Street Address: 650 Page Mill Road  
City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved: ..... 2  
7. Total fee (37 CFR 3.41) ..... \$ 80.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
23-2415 Attn: 20634.900  
(Attach duplicate copy of this page if paying by deposit account)

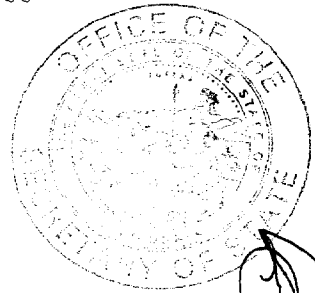
DO NOT USE THIS SPACE

09/06/2000 NTHAII 00000250 75733621  
01 FC:481 40.00 OP  
02 FC:482 25.00 OP  
03 FC:998 15.00 OP

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.*  
Jennifer A. Golinveaux      [Signature]      7/26/00  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: 10

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

# State of California



## SECRETARY OF STATE

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

That the attached transcript of 8 page(s) has been compared with the record on file in this office, 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

JUL - 6 2000



Secretary of State

AGREEMENT OF MERGER  
OF  
GL ACQUISITION CORPORATION  
AND  
LEARNINGGATE.COM INC.

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

JUN 23 2000

BILL JONES, Secretary of State

This Agreement of Merger, dated as of the 23rd day of June 2000 ("Merger Agreement"), by and among GL Acquisition Corporation ("Sub," or the "Surviving Corporation"), a California corporation and a wholly owned subsidiary of ZapMe! Corporation, a Delaware corporation ("ZapMe!"), and LearningGate.com Inc., a California corporation ("LG.com").

RECITALS

A. LG.com was incorporated in the State of California on March 18, 1999, and on the date hereof has (i) 4,545,495 shares of its Common Stock outstanding ("LG.com Common") and (ii) 1,666,666 shares of its Series A Preferred Stock outstanding ("LG.com Preferred"). All outstanding shares of LG.com Preferred will convert into shares of LG.com Common immediately prior to the filing of the Merger Agreement.

B. Sub was incorporated in the State of California on April 7, 2000, and on the date hereof has 1,000 shares of its Common Stock outstanding, all which are owned by ZapMe!.

C. ZapMe!, Sub, LG.com and Lee van der Bokke have entered into an Agreement and Plan of Reorganization dated April 20, 2000 (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.

D. The Boards of Directors of LG.com, ZapMe! and Sub deem it advisable and in their mutual best interests and in the best interests of the shareholders of LG.com, ZapMe! and Sub, respectively, that LG.com be acquired by ZapMe! through a merger ("Merger") of LG.com with and into Sub.

E. The Boards of Directors of ZapMe!, Sub and LG.com and the shareholders of Sub and LG.com have approved the Merger.

## AGREEMENTS

The parties hereto hereby agree as follows:

1. LG.com shall be merged with and into Sub, and Sub shall be the surviving corporation.
2. The Merger shall become effective at such time (the "Effective Time" of the Merger) as this Merger Agreement and the officers' certificates of LG.com and Sub are 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. Upon the Effective Time of the Merger, (i) each outstanding share of LG.com Common shall be converted automatically into and exchanged for .1686 of a share of ZapMe! Common Stock and \$.1433 in cash, and (ii) each unexpired and unexercised option to purchase shares of LG.com Common shall be assumed by ZapMe! to the extent such option is then vested in its holder. All shares of LG.com Common that are owned directly or indirectly by LG.com, ZapMe!, Sub or any other subsidiary of ZapMe! shall be canceled, and no securities of ZapMe! or other consideration shall be delivered in exchange therefor. Those shares of ZapMe! Common Stock to be issued as a result of the Merger are referred to herein as the "ZapMe! Shares."
4. Any Dissenting Shares shall not be converted into ZapMe! 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 ZapMe! Common Stock and cash in accordance with Section 3.
5. Notwithstanding any other term or provision hereof, no fractional shares of ZapMe! Common Stock shall be issued, but in lieu thereof each holder of shares of LG.com Common who would otherwise, but for rounding as provided herein, be entitled to receive a fraction of a share of ZapMe! Common Stock shall receive from ZapMe! an amount of cash equal to the per share market value of ZapMe! Common Stock (based on the average of the closing sales prices of ZapMe! Common Stock for the ten business days immediately preceding the Effective Time of the Merger, on the Nasdaq National Market, as reported in the *Wall Street Journal*) multiplied by the fraction of a share of ZapMe! Common Stock to which such holder would otherwise be entitled. The fractional share interests of each LG.com shareholder shall be aggregated, so that no LG.com shareholder shall receive cash in an amount greater than the value of one full share of ZapMe! Common Stock.
6. The conversion of LG.com Common 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 LG.com Common shall thereupon be entitled to receive shares of ZapMe! Common Stock and cash in accordance with Section 3. Such shareholder shall receive certificates that represent that number of shares of ZapMe! Common Stock and cash in accordance with the following procedures:

(a) As soon as practicable after the Effective Time of the Merger, ZapMe! shall make available for exchange in accordance with Section 3, through such reasonable procedures as ZapMe! may adopt, the ZapMe! shares and the cash issuable pursuant to Section 3 in exchange for outstanding shares of LG.com Common Stock or LG.com Preferred Stock.

(b) Prior to the date of closing of the Merger, ZapMe! shall appoint a third party to act as exchange agent (the "Exchange Agent") in the Merger who is reasonably acceptable to LG.com. Upon surrender of certificate(s) or other documents which immediately prior to the Effective Time represented outstanding shares of LG.com Capital Stock (the "Certificates") for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by ZapMe!, together with a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in such form and have such other provisions as ZapMe! may reasonably specify), duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the ZapMe! Common Stock and the cash to which such holder is entitled pursuant to Section 3 hereof. The Certificate so surrendered shall forthwith be canceled. In the event of a transfer of ownership of LG.com Capital Stock which is not registered on the transfer records of LG.com, the appropriate amount of the ZapMe! Common Stock and cash may be delivered to a transferee if the Certificate or documents representing such LG.com Capital Stock is presented to the Exchange Agent and accompanied by all documents required to evidence and effect such transfer and to evidence that payment of any applicable stock transfer taxes have been paid. Until surrendered, each Certificate shall be deemed at any time after the Effective Time, for all corporate purposes, other than the payment of dividends, to evidence the ownership of the right to receive the ZapMe! Common Stock and the cash into which such shares of LG.com Capital Stock shall have been so converted.

(c) All ZapMe! Shares and cash delivered upon the surrender for exchange of shares of LG.com Shares in accordance with the terms hereof shall be deemed to have been delivered in full satisfaction of all rights pertaining to such LG.com Shares. There shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of LG.com Capital Stock that were outstanding immediately prior to the Effective Time of the Merger. If, after the Effective Time of the Merger, certificates are presented to ZapMe! for any reason, they shall be canceled and exchanged as provided in this Section 6.

7. At the Effective Time of the Merger, the separate existence of LG.com shall cease, and Sub shall succeed, without other transfer, to all of the rights and properties of LG.com and shall be subject to all the debts and liabilities thereof in the same manner as if Sub 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 Sub shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger.

8. At the Effective Time of the Merger, each share of Sub stock that is outstanding immediately prior to the Effective Time of the Merger shall be converted into one share of common stock of the Surviving Corporation.

9. 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.

10. (a) the Amended and Restated Articles of Incorporation of the Surviving Corporation ("Articles") shall be as set forth on Schedule 1 to this Agreement of Merger upon the Effective Time of the Merger.

(b) The Bylaws of Sub 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.

11. (a) Notwithstanding the approval of this Merger Agreement by the shareholders of LG.com and Sub, this Merger Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of ZapMe!, LG.com and Sub.

(b) Notwithstanding the approval of this Merger Agreement by the shareholders of LG.com and Sub, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

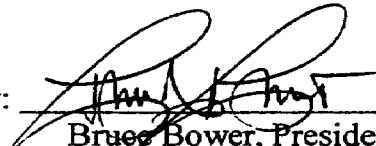
(c) In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of LG.com, ZapMe! or Sub or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

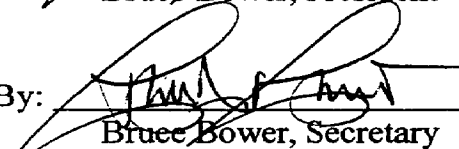
(d) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(e) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of LG.com and Sub, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders 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.

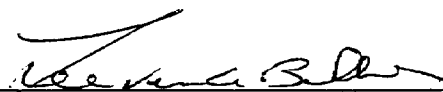
IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date first written above.

GL ACQUISITION CORPORATION

By:   
Bruce Bower, President

By:   
Bruce Bower, Secretary

LEARNINGGATE.COM INC.

By:   
Lee van der Bokke, President and  
Chief Executive Officer

By:   
Lee van der Bokke, Secretary

SCHEDULE 1  
AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
LEARNINGGATE.COM, INC.

Article I

The name of this corporation is "LearningGate.com, Inc."

Article II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

Article III

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is One Thousand (1,000).

Article IV

- (a) Limitation of Director's Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.
- (b) Indemnification of Corporate Agents. The corporation is authorized to indemnify the directors and officers to the fullest extent permissible under California law.
- (c) Repeal or Modification. Any amendment, repeal or modification of the foregoing provision of this Article IV shall not adversely affect any right of indemnification or limitation of liability of an agent of this corporation relating to acts or omissions occurring prior to such amendment, repeal or modification

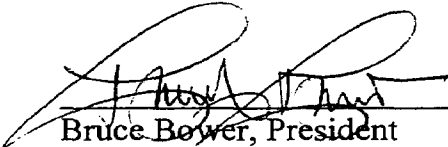


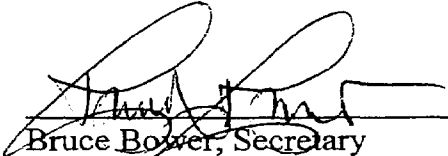
OFFICERS' CERTIFICATE  
OF  
GL ACQUISITION CORPORATION

Bruce Bower, President and Secretary, of GL Acquisition Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), does hereby certify:

1. That he is the duly elected, acting and qualified President and Secretary of the Corporation.
2. There is only one authorized class of shares, consisting of 1,000 shares of Common Stock, and the total number of issued and outstanding shares is 1,000.
3. The Agreement of Merger in the form attached was approved by the board of directors and the shareholder of the Corporation in accordance with the General Corporation Law of State of California.
4. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation.
5. No vote of the shareholders of ZapMe! Communications Corporation (the sole shareholder of the Corporation and the parent of the Corporation) was 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 San Ramon, California, on June 23, 2000.

  
\_\_\_\_\_  
Bruce Bower, President

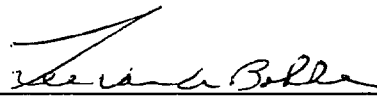
  
\_\_\_\_\_  
Bruce Bower, Secretary

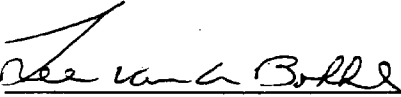
OFFICERS' CERTIFICATE  
OF  
LEARNINGGATE.COM INC.

Lee van der Bokke, President and Secretary, of LG.com, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), does hereby certify:

1. He is the duly elected, acting and qualified President and Secretary of the Corporation.
2. There are two authorized classes of shares, consisting of 10,000,000 shares of Common Stock and 1,666,666 shares of Preferred Stock, all of which are designated "Series A Preferred Stock". There were 4,545,495 shares of Common Stock and 1,666,666 shares of Series A Preferred Stock outstanding and entitled to vote on the Agreement of Merger in the form attached. Subsequent to the vote of the shareholders of the Corporation referred to in paragraph 4 below and prior to the filing of the Agreement of Merger, all of the outstanding shares of the Corporation's Preferred Stock were converted into Common Stock.
3. The Agreement of Merger in the form attached was duly approved by the board of directors of the Corporation in accordance with the General Corporation Law of the State of California.
4. Approval of the Agreement of Merger by the holders of at least 51% of the outstanding shares of the Common Stock and 51% 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 San Ramon, California, on June 23, 2000.

  
\_\_\_\_\_  
Lee van der Bokke, President

  
\_\_\_\_\_  
Lee van der Bokke, Secretary

