

TRADEMARKS ONLY

TRADEMARKS ONLY

11-9-00

To
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f.

1. Name of Party(ies) conveying an interest:

WebEx, Inc.

Entity:

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

3. Interest Conveyed:

- Assignment Change of Name
- Security Agreement Merger
- Other

Execution Date: **July 20, 2000**

2. Name and Address of Party(ies) receiving an interest:

Name: **WebEx Communications, Inc.**

Address: **110 Rose Orchard Way
San Jose, California 95134**

Entity:

- Individual(s) Association
- Corporation-State General Partnership Limited Partnership
- Other: Company

Citizenship: **Delaware**

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

**SN 78/009,522
SN 78/009,513**

B. Trademark Registration No.(s)

5. Please mail documents back to:

**Calendar/Docketing Dept.
Pillsbury Madison & Sutro LLP
Post Office Box 7880
San Francisco, CA 94120**

6. Number of applications and registrations involved: 2

7. Amount of fee enclosed: \$ 65.00

8. If above amount is missing or inadequate, charge deficiency to our **Deposit Account No. 03-3975** under Order No. **12758-026-3588/RLK/JMG/RLT**.

DO NOT USE THIS SPACE

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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.

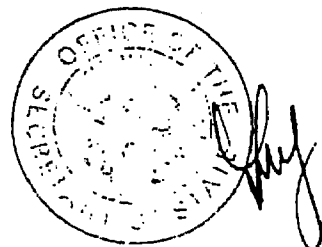
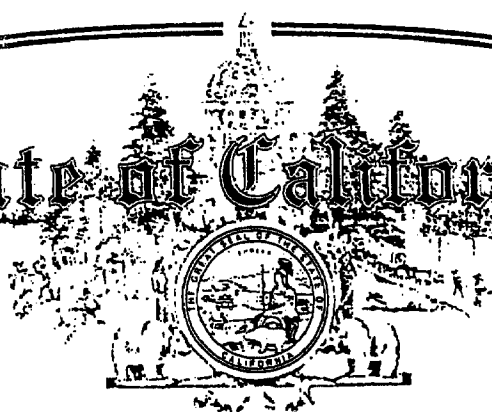
Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	19
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Attorney: **J. Matthew Gowdy**
Date: **November 6, 2000**
Atty/Sec: _____

Tel: **(415) 983-1255**
Fax: **(415) 983-1200**

State of California



SECRETARY OF STATE

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

That the attached transcript of 14 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 3 1 2000



Bill Jones

Secretary of State

AGREEMENT AND PLAN OF MERGER

JUL 21 2000

BILL JONES, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of July 20, 2000, by and between WEBEX, INC., a California corporation (the "California Company") and WEBEX COMMUNICATIONS, INC., a Delaware corporation (the "Delaware Company"),

WITNESSETH:

WHEREAS, the California Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of California and, on the date of this Agreement, has authority to issue seventy million (70,000,000) shares, including fifty million (50,000,000) shares of Common Stock, no par value per share ("California Common Stock"), and twenty million (20,000,000) shares of Preferred Stock, no par value per share ("California Preferred Stock"); and

WHEREAS, the California Company has designated the following series of California Preferred Stock and has authority to issue the following number of shares within such series: one million one hundred forty-four thousand four hundred seventy-four (1,144,474) shares as Series A Preferred Stock, four million five hundred ninety-eight thousand three hundred eighty-three (4,598,383) shares as Series B Preferred Stock, eight million eight hundred fifty-six thousand two hundred sixty-two (8,856,262) shares as Series C Preferred Stock and two million seven hundred thousand (2,700,000) shares of Series D Preferred Stock; and

WHEREAS, on July 11, 2000 the California Company had the following shares issued and outstanding: sixteen million seven hundred seven thousand four hundred forty-eight (16,707,448) shares of Common Stock, one million one hundred forty-four thousand four hundred seventy-four (1,144,474) shares of Series A Preferred Stock, four million five hundred ninety-eight thousand three hundred eighty-three (4,598,383) shares of Series B Preferred Stock, eight million one hundred twenty-one thousand three hundred twenty-five (8,121,325) shares as Series C Preferred Stock, two million fifty-three thousand four hundred forty-five (2,053,445) shares of Series D Preferred Stock, options to purchase four million twenty-three thousand three hundred eighty-three (4,023,383) shares of Common Stock and warrants to purchase an aggregate of up to three hundred thirty-nine thousand nine hundred fifteen (339,915) shares of Series D Preferred Stock; and

WHEREAS, the Delaware Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and, on the date of this Agreement, has authority to issue seventy million (70,000,000) shares, including fifty million (50,000,000) shares of Common Stock, \$0.001 par value per share ("Delaware Common Stock"), and twenty million (20,000,000) shares of Preferred Stock, \$0.001 par value per share ("Delaware Preferred Stock"); and

WHEREAS, the Delaware Company has designated the following series of Delaware Preferred Stock and has authority to issue the following number of shares within such series: one million one hundred forty-four thousand four hundred seventy-four (1,144,474) shares as Series A Preferred Stock, four million five hundred ninety-eight thousand three hundred eighty-three (4,598,383) shares as Series B Preferred Stock, eight million eight hundred fifty-six

thousand two hundred sixty-two (8,856,262) shares as Series C Preferred Stock and two million seven hundred thousand (2,700,000) shares of Series D Preferred Stock; and

WHEREAS, the Delaware Company currently has one hundred (100) shares of its Delaware Common Stock issued and outstanding, all of which are owned by the California Company, and no shares of its Delaware Preferred Stock issued and outstanding; and

WHEREAS, the respective Boards of Directors of the California Company and the Delaware Company have determined that it is advisable and in the best interests of each such corporation that the California Company be merged with and into the Delaware Company upon the terms and subject to the conditions provided in this Agreement for the purpose of effecting a reincorporation of the California Company in the State of Delaware and have, by resolutions duly adopted and approved this Agreement and directed that it be submitted to a vote of their respective shareholders and executed by the undersigned officers:

NOW THEREFORE, the parties agree as follows:

ARTICLE 1

Definitions

When used in this Agreement (and any Exhibit in which such terms are not otherwise defined) the following terms shall have the following meanings, respectively:

- 1.1 "California Common Stock" shall mean shares of Common Stock, no par value per share, of the California Company.
- 1.2 "California Law" shall mean the California Corporations Code as currently in effect on the date of this Agreement.
- 1.3 "California Preferred Stock" shall mean shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock each no par value per share, of the California Company.
- 1.4 "California Series A Stock" shall mean shares of Series A Preferred Stock, no par value per share, of the California Company.
- 1.5 "California Series B Stock" shall mean shares of Series B Preferred Stock of the California Company.
- 1.6 "California Series C Stock" shall mean shares of Series C Preferred Stock of the California Company.
- 1.7 "California Series D Stock" shall mean shares of Series D Preferred Stock of the California Company.
- 1.8 "Delaware Common Stock" shall mean shares of Common Stock, \$0.001 par value per share, of the Delaware Company.

1.9 "Delaware Law" shall mean the Delaware General Corporation Law as currently in effect on the date of this Agreement.

1.10 "Delaware Preferred Stock" shall mean shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, Series D Preferred Stock, \$0.001 par value per share, of the Delaware Company.

1.11 "Delaware Series A Stock" shall mean shares of Series A Preferred Stock, \$0.001 par value per share, of the Delaware Company.

1.12 "Delaware Series B Stock" shall mean shares of Series B Preferred Stock, \$0.001 par value per share, of the Delaware Company.

1.13 "Delaware Series C Stock" shall mean shares of Series C Preferred Stock, \$0.001 par value per share, of the Delaware Company.

1.14 "Delaware Series D Stock" shall mean shares of Series D Preferred Stock, \$0.001 par value per share, of the Delaware Company.

1.15 "Effective Time" shall mean the date and time when the Merger shall have become effective, in accordance with Section 2.2.

1.16 "Merger" shall mean the merger of the California Company with and into the Delaware Company.

1.17 "Surviving Corporation" shall mean the Delaware Company from and after the Effective Time.

ARTICLE 2

Merger

2.1 Filings and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the sole stockholder of the Delaware Company and the shareholders of the California Company and notice shall have been provided to the shareholders of the California Company in accordance with the requirements of Delaware Law and California Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Certificate of Merger shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed counterpart of this Agreement, along with a certificate of a duly authorized officer of both the California Company and the Delaware Company, each meeting the requirements of California Law, shall have been submitted for filing with the Secretary of State of the State of California.

2.2 Merger. The Merger shall become effective when proper documentation has been filed with the Secretaries of State of the States of Delaware and California in accordance with Section 2.1. At such time the California Company shall merge with and into the Delaware Company, the separate existence of the California Company shall cease, and the Delaware Company shall continue in existence under the Delaware Law.

2.3 Effects. At the Effective Time:

(a) the California Company shall be merged with and into the Delaware Company and the separate existence of the California Company shall cease;

(b) the Restated Certificate of Incorporation of the Delaware Company in effect at the Effective Time shall continue as the Restated Certificate of Incorporation of the Surviving Corporation;

(c) the Bylaws of the Delaware Company in effect at the Effective Time shall continue as the Bylaws of the Surviving Corporation;

(d) each director of the California Company who is not a director of the Delaware Company immediately prior to the Effective Time shall automatically become a director of the Surviving Corporation;

(e) each officer of the Delaware Company in office immediately prior to the Effective Time shall remain as an officer in the same capacity of the Surviving Corporation and each officer of the California Company who is not serving in an equivalent capacity in the Delaware Company at the Effective Time shall at the Effective Time automatically assume an equivalent position with the Surviving Corporation;

(f) each share of California Common Stock outstanding immediately prior to the Effective Time shall be converted into one share of Delaware Common Stock pursuant to Article 3 below;

(g) each share of California Preferred Stock outstanding immediately prior to the Effective Time shall be converted into one share of a series of Delaware Preferred Stock pursuant to Article 3 below; and

(h) without further transfer, act or deed, the separate existence of the California Company shall cease and the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties of the California Company; and each and all of the rights, privileges, powers and franchises of the California Company, and all property, real, personal and mixed, and all debts due to the California Company on whatever account, stock subscriptions and other things in action or belonging to the California Company shall be vested in the Surviv-

ing Corporation; and all property, rights, privileges, powers and franchises, and each and every other interest of the California Company shall be thereafter as effectually the property of the Surviving Corporation as they were of the California Company, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware, in the California Company shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors of the California Company and all liens upon any property of the California Company shall be preserved unimpaired and all debts, liabilities and duties of the California Company shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

2.4 Further Assurances. The California Company agrees that if, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation title to any property or rights of the California Company, the Surviving Corporation and its proper officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement, in the name of the California Company or otherwise.

ARTICLE 3

Conversion of Shares

3.1 Conversion of Shares. At the Effective Time, California Common Stock and California Preferred Stock shall be automatically converted into Delaware Common Stock and Delaware Preferred Stock as follows:

(a) each share of California Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Delaware Common Stock;

(b) each share of California Series A Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Delaware Series A Stock, which Delaware Series A Stock shall have, as nearly as practicable, the same rights, preferences and privileges as the California Series A Stock being so converted; and

(c) each share of California Series B Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Delaware Series B Stock, which Delaware Series B Stock shall have, as nearly as practicable, the same rights, preferences and privileges as the California Series B Stock being so converted; and

(d) each share of California Series C Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Delaware Series C Stock, which Delaware

Series C Stock shall have, as nearly as practicable, the same rights, preferences and privileges as the California Series C Stock being so converted; and

(e) each share of California Series D Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Delaware Series D Stock, which Delaware Series D Stock shall have, as nearly as practicable, the same rights, preferences and privileges as the California Series D Stock being so converted; and

(f) each share of Delaware Common Stock issued and outstanding immediately prior to the Effective Time shall be canceled and retired and no shares shall be issued in the Merger in respect thereof.

3.2 Stock Certificates. At the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represent shares of California Common Stock, California Series A Stock, California Series B Stock, California Series C Stock and California Series D Stock shall be deemed for all purposes to evidence ownership of, and to represent, shares of Delaware Common Stock, Delaware Series A Stock, Delaware Series B Stock, Delaware Series C Stock and Delaware Series D Stock, as the case may be, into which the shares of California Common Stock, California Series A Stock, California Series B Stock, California Series C Stock and California Series D Stock, respectively, formerly represented by such certificates have been converted as provided in this Agreement. The registered owner on the books and records of the Delaware Company or its transfer agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Delaware Company or its transfer agents, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Delaware Common Stock, Delaware Series A Stock, Delaware Series B Stock, Delaware Series C Stock and Delaware Series D Stock, as the case may be, evidenced by such outstanding certificate as above provided.

3.3 Stock Options. Each right or option to purchase shares of California Common Stock granted under the 1998 Stock Plan (the "Plan") of the California Company or granted irrespective and not in connection with either of the Plan, which is outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an option to purchase the same number of shares of Delaware Common Stock at the same option price per share, and upon the same terms and subject to the same conditions as set forth in the Plan, as in effect at the Effective Time. The same number of shares of Delaware Common Stock shall be reserved for purposes of the Plan as is equal to the number of shares of California Common Stock so reserved as of the Effective Time. As of the Effective Time, the Delaware Company hereby assumes the Plan and any and all obligations of the California Company under such Plan, including the outstanding options granted pursuant to the Plan.

3.4 Warrants. Each warrant to purchase shares of California Preferred Stock shall be converted as follows:

(a) each warrant to purchase shares of California Series D Stock which is outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a warrant to purchase the same number of shares of Delaware Series D Stock, which Delaware Series D Stock shall have, as nearly as practicable, the same rights, preferences and privileges as the underlying California Series D Stock being so converted, at the same price and upon the same terms and subject to the same conditions as in effect at the Effective Time; and

(b) the same number of shares of Delaware Common Stock and Delaware Preferred Stock shall be reserved for issuance upon exercise of such warrants as is equal to the number of shares of California Common Stock and California Preferred Stock, respectively, so reserved as of the Effective Time.

3.5 Validity of Delaware Common Stock and Delaware Preferred Stock. All shares of Delaware Common Stock and Delaware Preferred Stock into which California Common Stock and California Preferred Stock, as the case may be, is to be converted pursuant to the Merger shall not be subject to any statutory or contractual preemptive rights, shall be validly issued, fully paid and nonassessable and shall be issued in full satisfaction of all rights pertaining to such California Common Stock or California Preferred Stock.

3.6 Rights of Former Holders. From and after the Effective Time, no holder of certificates which evidenced California Common Stock or California Preferred Stock, as the case may be, immediately prior to the Effective Time shall have any rights with respect to the shares formerly evidenced by those certificates, other than to receive the shares of Delaware Common Stock or Delaware Preferred Stock, respectively, into which such California Common Stock or California Preferred Stock shall have been converted pursuant to the Merger.

ARTICLE 4

Covenants To Be Performed Prior to Closing Date

4.1 Consents. Each of the California Company and the Delaware Company shall use its best efforts to obtain the consent and approval of each person (other than shareholders of the California Company in their capacities as such) whose consent or approval shall be required in order to permit consummation of the Merger.

4.2 Governmental Authorizations. Each of the California Company and the Delaware Company shall cooperate in filing any necessary reports or other documents with any federal, state, local or foreign authorities having jurisdiction with respect to the Merger.

ARTICLE 5

Conditions

5.1 Conditions to Obligations of the California Company and the Delaware Company. The obligations of the California Company and the Delaware Company to consummate the Merger are subject to satisfaction of the following conditions:

(a) Authorization. The holders of a majority of both the California Common Stock and the California Preferred Stock, voting as separate classes, shall have approved and adopted this Agreement and the Merger by written consent and notice shall have been provided to the shareholders of the California Company in accordance with California Law. All necessary action shall have been taken to authorize the execution, delivery and performance of this Agreement by the California Company and the Delaware Company. The California Company and the Delaware Company shall have full power and authority to consummate the Merger.

(b) Consents and Approvals. All authorizations, consents and approvals (contractual or otherwise) of any state, federal, local or foreign government agency, regulatory body or official or any person (other than the California Company or the Delaware Company) necessary for the valid consummation of the Merger in accordance with this Agreement shall have been obtained and shall be in full force and effect.

ARTICLE 6

Miscellaneous

6.1 Waiver and Amendment. This Agreement may be amended by action of the respective Boards of Directors of the California Company and the Delaware Company without action by the respective shareholders and stockholder of the parties, except that (a) any amendments to Section 3.1, (b) any amendment changing the terms, rights, powers or preferences of Delaware Common Stock or Delaware Preferred Stock, or (c) any amendment altering any terms of this Agreement if such alteration would adversely affect the holders of any class or series of the capital stock of the California Company or the Delaware Company must be approved by the holders of a majority of both the California Common Stock and the California Preferred Stock, voting as separate classes.

6.2 Termination. This Agreement may be terminated and the Merger and other transactions provided for by this Agreement abandoned at any time prior to the Effective Time, whether before or after adoption and approval of this Agreement by the shareholders of the California Company, by action of the Board of Directors of the California Company if the Board determines that the consummation of the transactions contemplated by this Agreement would not, for any reason, be in the best interests of the California Company and its shareholders.

6.3 Entire Agreement. This Agreement contains the entire agreement among the parties with respect to the Merger and supersedes all prior and concurrent arrangements, letters of intent or understandings relating to the Merger.

6.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same agreement. This Agreement shall become effective when one or more counterparts has been signed by each of the parties and delivered to each of the parties.

6.5 Headings. The article, section and paragraph headings in this Agreement are intended principally for convenience and shall not, by themselves, determine rights and obligations of the parties to this Agreement.

6.6 No Waiver. No waiver by any part of any condition, or the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term or covenant contained in this Agreement.

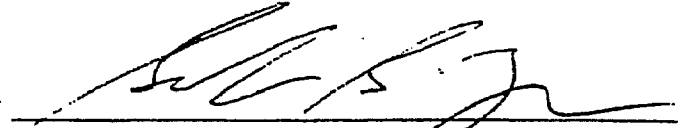
6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed wholly within the State of California, except to the extent that the laws of the State of Delaware are mandatorily applicable to the Merger.

6.8 Approval of the California Company as the Sole Stockholder of the Delaware Company. By its execution and delivery of this Agreement, the California Company, as the sole stockholder of the Delaware Company, consents to, approves and adopts this Agreement and approves the Merger, subject to the approval and adoption of this Agreement by the holders of a majority of the shares of both the California Common Stock and the California Preferred Stock, voting as separate classes, pursuant to Section 5.1. The California Company agrees to execute such instruments as may be necessary or desirable to evidence its approval and adoption of this Agreement and the Merger as the sole stockholder of the Delaware Company.

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

WEBEX, INC., a California corporation

By



Subrah S. Iyar
Chief Executive Officer

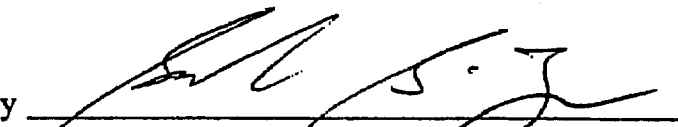
By



David Farrington
Secretary

WEBEX COMMUNICATIONS, INC., a Delaware corporation

By



Subrah S. Iyar
Chief Executive Officer

By



David Farrington
Secretary

**WEBEX, INC.,
a California corporation**

**OFFICER'S CERTIFICATE
PURSUANT TO SECTION 1103 OF THE
CALIFORNIA CORPORATIONS CODE**

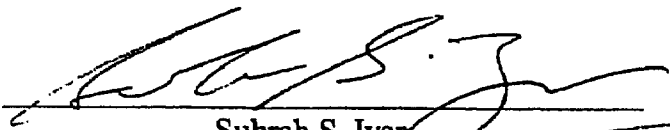
Each of the undersigned hereby states and certifies, in accordance with Section 1103 of the California Corporations Code, that

1. He is an officer of WebEx, Inc., a California corporation ("WebEx California"), duly authorized to execute this certificate.
2. The Agreement and Plan of Merger, dated as of July 20, 2000 (the "Merger Agreement"), entered into between WebEx California and WebEx Communications, Inc., a Delaware corporation ("WebEx Delaware"), to which this Certificate is attached, was duly approved by the Board of Directors and shareholders of WebEx California.
3. WebEx California has two classes of shares, Common Stock, no par value per share, and Preferred Stock, no par value per share. At May 5, 2000, the record date for the WebEx California 2000 Annual Meeting of Shareholders, the total number of outstanding shares of Common Stock of WebEx California was sixteen million eight hundred seventy-eight thousand four hundred sixty (16,878,460) and the total number of outstanding shares of Preferred Stock of WebEx California was fifteen million nine hundred seventeen thousand six hundred twenty-seven (15,917,627).
4. The affirmative vote of the holders of not less than a majority of the outstanding shares of Common Stock and Preferred Stock, voting together as a single class, and the holders of not less than a majority of the outstanding shares of Preferred Stock and Common Stock, each voting as separate classes, was required for the approval of the Merger Agreement.
5. The principal terms of the Merger Agreement in the form attached were approved by WebEx California by shareholders holding the number of shares which equal or exceeded the vote required at the WebEx California 2000 Annual Meeting of Shareholders.

On the date set forth below, in the City of San Jose in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he or she, as the case may be, signed the foregoing certificate in the official capacity set forth beneath his or her signature, and that the statements set forth in said certificate are true of his or her own knowledge.

Signed on July 20, 2000

WEBEX, INC.

By 
Subrah S. Iyar
Chief Executive Officer

By 
David Farrington
Secretary

WEBEX COMMUNICATIONS, INC.
a Delaware corporation

**OFFICER'S CERTIFICATE
PURSUANT TO SECTION 1103 OF THE
CALIFORNIA CORPORATIONS CODE**

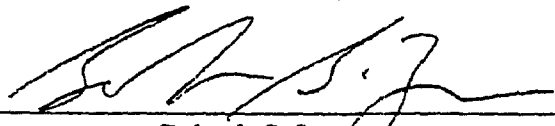
Each of the undersigned hereby states and certifies, in accordance with Section 1103 of the California Corporations Code, that

1. He is an officer of WebEx Communications, Inc., a Delaware corporation ("WebEx Delaware"), duly authorized to execute this certificate.
2. The Agreement and Plan of Merger, dated as of July 20, 2000 (the "Merger Agreement"), entered into between WebEx Delaware and WebEx, Inc., a California corporation ("WebEx California"), to which this Certificate is attached, was duly approved by the Board of Directors and stockholders of WebEx Delaware.
3. WebEx Delaware has two classes of shares, Common Stock, \$0.001 par value per share, and Preferred Stock, \$0.001 par value per share. The total number of outstanding shares of Common Stock of WebEx Delaware entitled to vote on the merger was 1,000 and no shares of Preferred Stock of WebEx Delaware were outstanding.
4. The affirmative vote of the holders of not less than a majority of the outstanding shares of Common Stock was required for the approval of the Merger Agreement.
5. The principal terms of the Merger Agreement in the form attached were approved by WebEx Delaware by stockholders holding the number of shares which equal or exceeded the vote required.

On the date set forth below, in the City of San Jose in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing certificate in the official capacity set forth beneath his and that the statements set forth in said certificate are true of his own knowledge.

Signed on July 20, 2000

WEBEX COMMUNICATIONS, INC.

By 
Subrah S. Iyar
Chief Executive Officer

By 
David Farrington
Secretary



State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"WEBEX, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "WEBEX COMMUNICATIONS, INC." UNDER THE NAME OF "WEBEX COMMUNICATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF JULY, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

3217316 8100M

001368356

AUTHENTICATION: 0572453

DATE: 07-21-00

TRADEMARK

REEL: 002177 FRAME: 0046

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/20/2000
001368356 - 3217316

CERTIFICATE OF MERGER

OF

WEBEX, INC.
(a California corporation)

WITH AND INTO

WEBEX COMMUNICATIONS, INC.
(a Delaware corporation)

WebEx Communications, Inc., a corporation organized and existing under the laws of Delaware hereby certifies that:

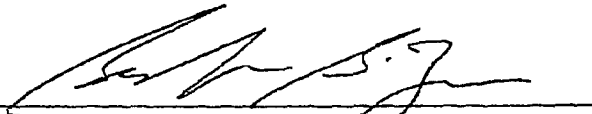
1. The name and state of incorporation of each of the constituent corporations are:
 - (a) WebEx, Inc., a California corporation ("WebEx California"); and
 - (b) WebEx Communications, Inc., a Delaware corporation ("WebEx Delaware").
2. An Agreement and Plan of Merger, dated as of July 20, 2000 (the "Merger Agreement"), has been approved, adopted, certified, executed and acknowledged by each of WebEx California and WebEx Delaware in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware.
3. The surviving corporation is WebEx Delaware (the "Surviving Corporation").
4. The Restated Certificate of Incorporation of WebEx Delaware shall be the Restated Certificate of Incorporation of the Surviving Corporation.
5. The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation at 110 Rose Orchard Way, San Jose, California 95134.
6. A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any shareholder of WebEx California or stockholder of WebEx Delaware.
7. The authorized capital stock of WebEx California is seventy million (70,000,000) shares, including fifty million (50,000,000) shares of Common Stock, no par value per share, and twenty million (20,000,000) shares of Preferred Stock, no par value per share.

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IN WITNESS WHEREOF, WebEx Communications, Inc. has caused this certificate to be signed by the undersigned officer, thereunto duly authorized, on the 20th day of July, 2000.

WEBEX COMMUNICATIONS, INC.,
a Delaware corporation

By 
Subrah S. Iyar
Chairman of the Board and
Chief Executive Officer