

01 - 03 - 2001



DEPARTMENT OF COMMERCE

*Handwritten notes: RECC 101569555*

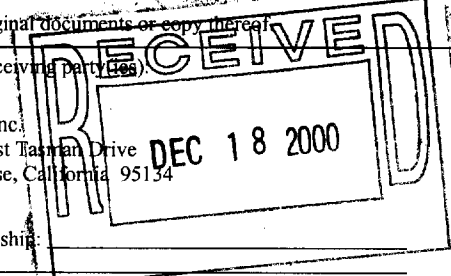
RECC

101569555  
TRADEMARKS ONLY

JT

Patent and Trademark Office  
Docket No. 031666.2000SS

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



1. Name of Conveying party(ies):  
TransMedia Communications, Inc.  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: Delaware  Other

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

2. Name and address of receiving party(ies):  
Name: Cisco Systems, Inc.  
Street Address: 170 West Tasman Drive  
San Jose, California 95134  
 Individual(s) citizenship:  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-State: California  
 Other:

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other:

Execution Date: September 20, 1999

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) 75/640,766; 75/640,770; 75/640,777                      B. Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Rochelle D. Alpert, Esq.  
Brobeck, Phleger & Harrison LLP  
Spear Street Tower  
One Market  
San Francisco, CA 94105

6. Total number of applications and trademark registrations involved: 3

7. Total fee (37 C.F.R. § 3.41): \$90.00  
 Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket:  
031666.2000SS

8. Deposit account number: 02-3950

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 02-3950.

**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.

Name: Rochelle D. Alpert

*Rochelle D. Alpert*  
Signature

*12/12/00*  
Date

Total number of pages comprising cover sheet, attachment and document: 6

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

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02 FC:482

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**FILED**  
In the office of the Secretary of State  
of the State of California

SEP 20 1999

*Bill Jones*  
BILL JONES, Secretary of State

AGREEMENT OF MERGER

OF

CISCO SYSTEMS, INC.

AND

TRANSMEDIA COMMUNICATIONS, INC.

This Agreement of Merger, dated as of the 20<sup>th</sup> day of September, 1999 ("Merger Agreement"), between Cisco Systems, Inc. a California corporation ("Acquiror"), and TransMedia Communications, Inc., a Delaware corporation ("Target").

RECITALS

A. Target was incorporated in the State of Delaware on December 16, 1997 and on the date hereof has outstanding 6,286,262 shares of Common Stock ("Target Common Stock"), and 7,560,000 shares of Series A Preferred Stock and 5,750,000 shares of Series B Preferred Stock (collectively the "Target Preferred Stock," and together with the shares of Target Common Stock, the "Target Shares)."

B. Acquiror and Target have entered into an Agreement and Plan of Reorganization (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.

C. The Boards of Directors of Target and Acquiror deem it advisable and in their mutual best interests and in the best interests of the shareholders of Target, that Target be acquired by Acquiror through a merger ("Merger") of Target with and into Acquiror.

D. The Boards of Directors of Acquiror and Target and the shareholders of Target have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. Target shall be merged with and into Acquiror, and Acquiror shall be the surviving corporation.

3. At the Effective Time of the Merger (i) all shares of Target Common Stock that are owned directly or indirectly by Target, Acquiror or any other subsidiary of Acquiror shall be cancelled, and no securities of Acquiror or other consideration shall be delivered in exchange therefor, and (ii) each of the issued and outstanding shares of Target Common Stock and Target Preferred Stock (other than shares, if any, held by persons who have not voted such shares for approval of the Merger and with respect to which such persons shall become entitled to exercise dissenters' rights in accordance with the Corporations Code of the State of California, referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for 0.335817 of a share of Acquiror Common Stock; provided, however, that no more than 7,000,000 shares of Common Stock of Acquiror shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options assumed by Acquiror). Those shares of Acquiror Common Stock to be issued as a result of the Merger are referred to herein as the "Acquiror Shares".

4. Any Dissenting Shares shall not be converted into Acquiror 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 Acquiror Common Stock in accordance with Section 3.

5. Notwithstanding any other term or provision hereof but subject to the proviso in Section 3, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of Target Shares who would otherwise, but for rounding as provided herein, be entitled to receive a fraction of a share of Acquiror Common Stock shall receive from Acquiror an amount of cash equal to the per share market value of Acquiror Common Stock (deemed to be \$73.50) multiplied by the fraction of a share of Acquiror Common Stock to which such holder would otherwise be entitled. The fractional share interests of each Target shareholder shall be aggregated, so that no Target shareholder shall receive cash in an amount greater than the value of one full share of Acquiror Common Stock.

6. The conversion of Target Common Stock and Target Preferred Stock into Acquiror Common Stock 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 Target Common Stock and Target Preferred Stock shall thereupon be entitled to receive shares of Acquiror Common Stock in accordance with the Agreement and Plan of Reorganization.

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

8. 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.

9. (a) The Amended and Restated Articles of Incorporation of Acquiror in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation unless and until thereafter amended.

(b) The Bylaws of Acquiror 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.

(c) The directors and officers of Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

10. (a) Notwithstanding the approval of this Merger Agreement by the shareholders of Target, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

(b) 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 Target or Acquiror or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

(c) 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.

(d) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of Target, 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.

CISCO SYSTEMS, INC.

By: John T. Chambers  
John T. Chambers, President

By: Larry R. Carter  
Larry R. Carter, Secretary

TRANSMEDIA COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Gwong Lee, President

By: \_\_\_\_\_  
Tae Hea Nahm, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

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