

01-16-2001

FORM PTO-1594
(Rev. 6-93)

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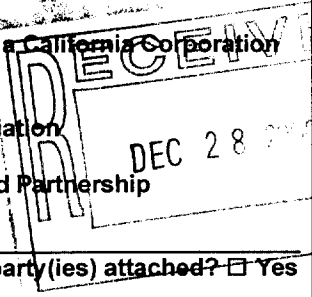
HEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of
thereof.

101583505

and the attached original documents or copy

<p>1. Name of conveying party(ies): Allied Telesyn International Corp., a California Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>October 31, 1995</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>Allied Telesyn International Corp.</u> Internal Address: _____ Street Address: <u>19800 North Creek Parkway, #200</u> City: <u>Bothell</u> State: <u>WA</u> ZIP <u>98011</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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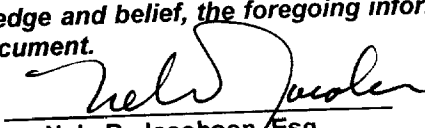


<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) <u>1,888,330</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<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>Five Palo Alto Square</u> <u>3000 El Camino Real</u> <u>Palo Alto, California 94306-2155</u></p> <p>Street Address <u>Five 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 registration involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41):..... \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>03-3118</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.


Nels D. Jacobson, Esq.

12-21-00
Date

Total number of pages including cover sheet, attachments, and document: 14

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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TRADEMARK
REEL: 002213 FRAME: 0215

State of California



SECRETARY OF STATE

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

That the attached transcript of 12 page(s) was prepared by and in this office from the record on file, 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

DEC 15 2000

Secretary of State



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

SEP 20 1994

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
ALLIED TELESIS, INC.

Tony Miller
Acting Secretary of State

ANTHONY P. RUSSO and LEO P. QUILICI hereby certify that:

1. They are the President and the Secretary, respectively, of Allied Telesis, Inc., a California corporation (the "Corporation").
2. Article I of the Articles of Incorporation of the Corporation is amended to read as follows:

*ARTICLE I

The name of the corporation is Allied Telesyn International Corp.*

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the Corporation is 27,760,387 shares of Common Stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of their own knowledge.

Date: September 19, 1994

Anthony P. Russo

Anthony P. Russo, President

Leo P. Quilici

Leo P. Quilici, Secretary

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AGREEMENT AND PLAN OF MERGER

NOV 20 1995
Bill Jones
M. JONES, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER (this "*Merger Agreement*") is made and entered into as of October 31, 1995 (the "*Agreement Date*") by and between Allied Telesyn International Corp., a California corporation ("*ATI California*"), and Allied Telesyn International Corp., a Delaware corporation ("*ATI Delaware*"). *ATI California* and *ATI Delaware* are hereinafter sometimes collectively referred to as the "*Constituent Corporations*."

RECITALS

A. *ATI California* was incorporated under the laws of the State of California on October 19, 1987. *ATI California's* current authorized capital stock consists of: (i) 40,000,000 shares of Common Stock, no par value ("*ATI California Common Stock*"), of which 29,268,378 shares are issued and outstanding; and (ii) 5,000,000 shares of Preferred Stock, no par value ("*ATI California Preferred Stock*"), none of which are issued or outstanding. The *ATI California Preferred Stock* consists of (i) 500,000 shares designated as Series A Preferred Stock, (ii) 435,000 shares designated as Series B Preferred Stock, (iii) 130,000 shares designated as Series C Preferred Stock, (iv) 1,000,000 shares designated as Series D Preferred Stock and (v) 2,935,000 shares which remain undesignated. In addition, as of the *Agreement Date*, *ATI California* has outstanding: (i) options to purchase shares of *ATI California Common Stock* that were granted under *ATI California's* 1988 Stock Option Plan ("*ATI California Options*"); (ii) warrants to purchase up to 130,000 shares of *ATI California Series C Preferred Stock* (the "*Series C Warrants*"); (iii) Convertible Subordinated Promissory Notes, certain of which are convertible into shares of *ATI California Series A Preferred Stock* or *ATI California Common Stock* ("*ATI California Series A Convertible Notes*"), certain of which are convertible into shares of *ATI California Series B Preferred Stock* or *ATI California Common Stock* ("*ATI California Series B Convertible Notes*"), and certain of which are convertible into shares of *ATI California Series D Preferred Stock* or *ATI California Common Stock* ("*ATI California Series D Convertible Notes*"); and (iv) certain contractual obligations to the purchasers of the *ATI California Series D Convertible Notes* under certain Convertible Note Purchase Agreements, as amended, relating to the sale of the *ATI California Series D Convertible Notes* (the "*Series D Agreements*") that may contingently obligate *ATI California* to issue to such persons warrants to purchase shares of *ATI California Common Stock* at an exercise price of \$0.01 per share (the "*Contingent Warrants*").

B. *ATI Delaware* was incorporated on June 12, 1995, as a wholly-owned subsidiary of *ATI California*. Its authorized capital stock consists of: (i) 40,000,000 shares of Common Stock, par value \$0.001 per share ("*ATI Delaware Common Stock*"), of which 100 shares are issued and outstanding; and (ii) 5,000,000 shares of Preferred Stock, \$0.001 par value per share ("*ATI Delaware Preferred Stock*"), none of which are issued or outstanding. The *ATI Delaware Preferred Stock* consists of (i) 500,000 shares designated as Series A Preferred Stock, (ii) 435,000 shares designated as Series B Preferred Stock, (iii) 130,000 shares designated as Series C Preferred Stock, (iv) 1,000,000 shares designated as Series D Preferred Stock and (v) 2,935,000 shares which remain undesignated.

TRADEMARK

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C. The Boards of Directors of ATI California and ATI Delaware deem it advisable and to the advantage of each of the Constituent Corporations that ATI California merge with and into ATI Delaware in a statutory merger in which ATI Delaware will be the surviving corporation of such merger, in accordance with the terms and conditions set forth in this Merger Agreement, for the purpose of effecting a relocation of the corporate domicile of ATI California from the State of California to the State of Delaware.

D. The Boards of Directors and the stockholders of each of the Constituent Corporations have approved this Merger Agreement as required by applicable law.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that ATI California shall merge with and into ATI Delaware on the following terms, conditions and other provisions:

1. **Merger and Effective Date.** At the Effective Time (as defined below), ATI California shall be merged with and into ATI Delaware (the "*Merger*"), and ATI Delaware shall be the surviving corporation of the Merger (the "*Surviving Corporation*"). The Merger shall become effective upon the date and time when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of California, or upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of Delaware, whichever occurs later (the "*Effective Time*").

2. **Effect of Merger.** Upon the Effective Time: (a) the separate corporate existence of ATI California shall cease; (b) the corporate identity, existence, powers, rights and immunities of ATI Delaware as the Surviving Corporation shall continue unimpaired by the Merger; and (c) ATI Delaware shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties, of ATI California, all without further act or deed.

3. **Governing Documents.** Upon the Effective Time, the Certificate of Incorporation of ATI Delaware in effect immediately prior to the Effective Time shall become the Certificate of Incorporation of the Surviving Corporation, and the Bylaws of ATI Delaware in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation.

4. **Directors and Officers.** Upon the Effective Time, the directors and officers of ATI Delaware shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation, and after the Effective Date shall serve in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

5. **Conversion of Shares of ATI California.** Upon the Effective Time, each share of ATI California Common Stock then outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any other action, be automatically changed and converted into one (1) fully paid and nonassessable, issued and outstanding share of ATI Delaware Common Stock. Upon the Effective Time, each share of the Series A Preferred

Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock of ATI California that is issued and outstanding immediately prior to the Effective Time (if any) shall, by virtue of the Merger and without the need for any other action, be automatically changed and converted into one (1) fully paid and nonassessable, issued and outstanding share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, respectively, of ATI Delaware.

6. Conversion of Shares of ATI Delaware. Upon the Effective Time, all of the shares of ATI Delaware Common Stock that are issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any other action, be automatically retired and cancelled.

7. Stock Certificates. On and after the Effective Time, all of the outstanding certificates that, prior to the Effective Time, represented shares of ATI California Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of ATI Delaware Common Stock into which such shares of ATI California Common Stock are converted as provided herein. On and after the Effective Time, all of the outstanding certificates (if any) that, prior to the Effective Time, represented shares of ATI California, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of ATI Delaware Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, respectively, into which such shares of ATI California Preferred Stock are converted as provided herein. The registered owner on the books and records of ATI California of any such outstanding stock certificate for ATI California Common Stock or ATI California Preferred Stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to ATI Delaware or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of ATI Delaware Common Stock or the applicable series of ATI Delaware Preferred Stock evidenced by such outstanding certificate as above provided.

8. Conversion of ATI California Options, Series C Warrants, Convertible Notes and Contingent Warrants.

8.1 Options. Upon the Effective Time, each ATI California Option that is outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any further action, be assumed by ATI Delaware and converted into an option to purchase a number of shares of ATI Delaware Common Stock equal to the number of shares of ATI California Common Stock that were subject to such ATI California Option immediately prior to the Effective Time, at an exercise price per share of ATI Delaware Common Stock equal to the exercise price per share of ATI California Common Stock that was in effect for such ATI California Option immediately prior to the Effective Time. The term, exercisability, vesting schedule, status as an "incentive" stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "*Code*"), if applicable, and all other terms and conditions of ATI California Options that are assumed and converted as provided in this Section shall, to the extent permitted by law and otherwise reasonably practicable, remain unchanged. Continuous employment with ATI California or any ATI California subsidiary shall be credited

to the optionee for purposes of determining the vesting and the number of shares of ATI Delaware Common Stock subject to exercise under a converted ATI California Option after the Effective Time.

8.2 Series C Warrants. Upon the Effective Time, each ATI California Series C Warrant that is outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any further action, be assumed by ATI Delaware and converted into a warrant to purchase a number of shares of ATI Delaware Series C Preferred Stock ("*ATI Delaware Series C Warrant*") that is equal to the number of shares of ATI California Series C Preferred Stock that were subject to such ATI California Series C Warrant immediately prior to the Effective Time, at an exercise price per share of ATI Delaware Series C Preferred Stock equal to the exercise price per share of ATI California Series C Preferred Stock that was in effect for such Series C Warrant immediately prior to the Effective Time. The term, exercisability, vesting schedule, and all other terms and conditions of ATI California Series C Warrants that are assumed and converted as provided in this Section shall, to the extent permitted by law and otherwise reasonably practicable, remain unchanged and be interpreted as if each reference therein to ATI California were a reference to ATI Delaware.

8.3 Convertible Notes. Upon the Effective Time, each ATI California Series A Convertible Note, Series B Convertible Note and Series D Convertible Note that is outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any further action, be assumed by ATI Delaware and converted so that, rather than being convertible into shares of ATI California Series A Preferred Stock or Common Stock, ATI California Series B Preferred Stock or Common Stock or ATI California Series D Preferred Stock or Common Stock, respectively, upon and after the Effective Time such assumed and converted Series A Convertible Notes, Series B Convertible Notes and Series D Convertible Notes shall instead be convertible into shares of ATI Delaware Series A Preferred Stock or Common Stock, ATI Delaware Series B Preferred Stock or Common Stock or ATI Delaware Series D Preferred Stock or Common Stock, respectively, at the same respective conversion prices per share at which such ATI California Convertible Notes were convertible into shares of ATI California Series A Preferred Stock or Common Stock, ATI California Series B Preferred Stock or Common Stock or ATI California Series D Preferred Stock or Common Stock, respectively, immediately prior to the Effective Time. All other terms and conditions of the ATI California Series A Convertible Notes, Series B Convertible Notes and Series D Convertible Notes shall, to the extent permitted by law and otherwise reasonably practicable, remain unchanged and be interpreted as if each reference therein to ATI California were a reference to ATI Delaware.

8.4 Contingent Warrants. Upon the Effective Time, ATI California's contingent obligations under the Series D Note Agreements to issue the Contingent Warrants shall, by virtue of the Merger and without the need for any further action, be assumed by ATI Delaware and converted so that the Contingent Warrants, rather than being warrants to purchase shares of ATI California Common Stock, shall instead be warrants to purchase a number of shares of ATI Delaware Common Stock equal to the number of shares of ATI California Common Stock that were potentially subject to such Contingent Warrants immediately prior to the Effective Time, at an exercise price per share of ATI Delaware Common Stock equal to the

exercise price per share of ATI California Common Stock that was to be in effect for the Contingent Warrants immediately prior to the Effective Time. The term of the Contingent Warrants and all other terms and conditions of the Series D Note Agreements and the Contingent Warrants, to the extent permitted by law and otherwise reasonably practicable, shall remain unchanged and be interpreted as if each reference therein to ATI California were a reference to ATI Delaware.

Additionally, upon the Effective Date, ATI Delaware shall adopt and assume the ATI California 1988 Stock Option Plan and the ATI California Key Contributor Plan.

9. **Fractional Shares.** No fractional shares of ATI Delaware Common Stock or Preferred Stock will be issued in connection with the Merger. In lieu thereof, ATI Delaware shall pay each shareholder of ATI California who would otherwise be entitled to receive a fractional share of ATI Delaware Common Stock or Preferred Stock a cash amount equal to the applicable fraction multiplied by the fair market value of a share of ATI Delaware Common Stock or Preferred Stock, as the case may be, as determined by the Board of Directors of ATI Delaware in good faith (the "*Fair Market Value Per Share*"). Upon exercise, after the Effective Time, of any assumed ATI California Option, cash will be paid by ATI Delaware in lieu of any fractional share of ATI Delaware Common Stock otherwise issuable upon exercise of such option. The amount of cash received for such fractional share shall be the Fair Market Value Per Share upon exercise thereof multiplied by the applicable fraction of a share, less the unpaid exercise price per share for such fraction of a share.

10. **Employee Benefit Plans.** On the Effective Date, the obligations of ATI California under or with respect to every plan, trust, program and benefit then in effect or administered by ATI California for the benefit of the directors, officers and employees of ATI California or any of its subsidiaries, including without limitation the 401(k) Plan of ATI California, shall become the lawful obligations of ATI Delaware and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective upon the Effective Date, ATI Delaware hereby expressly adopts and assumes all obligations of ATI California under such employee benefit plans. Continuous employment with ATI California or any ATI California subsidiary shall be credited to any employee for purposes of determining the extent and nature of benefits available to such employee, and such employee's eligibility under, under such employee benefit plans.

11. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of ATI California such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of ATI California, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of ATI California, or otherwise, to take any and all such actions and to

execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

12. **Abandonment.** At any time before the Effective Date, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of ATI California or ATI Delaware, notwithstanding approval of this Merger Agreement by the Boards of Directors and stockholders of ATI California and ATI Delaware.

13. **Amendment.** At any time before the Effective Date, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the shareholders of ATI California and the sole stockholder of ATI Delaware; provided, however, that any amendment made subsequent to the adoption of this Agreement by the shareholders of ATI California or the sole stockholder of ATI Delaware shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of any class or series of ATI California; (ii) alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; (iii) alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of ATI California or ATI Delaware; or (iv) alter the terms of this Agreement in any manner that would require the approval of the shareholders of ATI California or the sole stockholder of ATI Delaware under applicable law, unless such approval is obtained.

14. **Tax-Free Reorganization.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

15. **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to the principles of conflicts of law or choice of laws, except to the extent that the General Corporation Law of the State of Delaware would apply in matters relating to the internal affairs of ATI Delaware and the Merger.

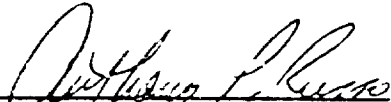
16. **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together will constitute one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of the Constituent Corporations and attested by their respective officers thereunto duly authorized.

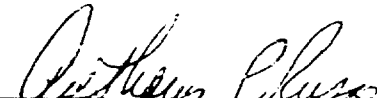
ATI CALIFORNIA

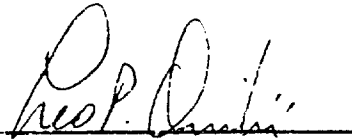
ATI TELESYN INTERNATIONAL CORP.,
a California corporation

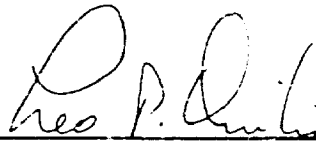
By: 
Anthony P. Russo, President

ATI DELAWARE

ATI TELESYN INTERNATIONAL CORP.,
a Delaware corporation

By: 
Anthony P. Russo, President

By: 
Leo P. Quilici, Secretary

By: 
Leo P. Quilici, Secretary

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

OFFICERS' CERTIFICATE

OF

ALLIED TELESYN INTERNATIONAL CORP.

(a Delaware corporation)

ANTHONY P. RUSSO and LEO P. QUILICI certify that:

1. They are the President and the Secretary, respectively, of Allied Telesyn International Corp., a corporation organized under the laws of the State of Delaware (the "*Company*").

2. The corporation has two classes of stock authorized, designated "Common Stock" and "Preferred Stock," respectively. No shares of Preferred Stock have been issued and no shares of Preferred Stock are outstanding.

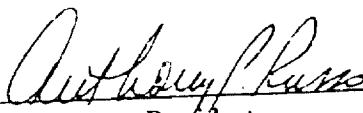
3. A total of 100 shares of Common Stock were entitled to vote on the merger of Allied Telesyn International Corp., a California corporation, with and into the Company pursuant to the Agreement and Plan of Merger attached hereto (the "*Merger Agreement*").

4. The principal terms of the Merger Agreement attached hereto were approved by the Board of Directors of the Company and by the vote of a number of shares of each class and series of the Company's stock which equaled or exceeded the vote required.

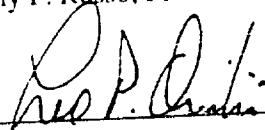
5. The percentage vote required was the affirmative vote of a majority of the shares of Common Stock outstanding, voting together as a single class.

6. We further declare under penalty of perjury under the laws of the States of California and Delaware that each has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed in Sunnyvale, California on October 31, 1995.



Anthony P. Russo, President



Leo P. Quilici, Secretary

364294(2)

16033-00610/364294.1

TRADEMARK
REEL: 002213 FRAME: 0225

OFFICERS' CERTIFICATE

CF

ALLIED TELESYN INTERNATIONAL CORP.
(a California corporation)

ANTHONY P. RUSSO and LEO P. QUILICI certify that:

1. They are the President and the Secretary, respectively, of Allied Telesyn International Corp., a corporation organized under the laws of the State of California (the "*Company*").

2. The corporation has two classes of stock authorized, designated "Common Stock" and "Preferred Stock," respectively. No shares of Preferred Stock have been issued and no shares of Preferred Stock are outstanding.

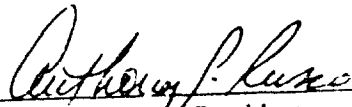
3. A total of 29,253,128 shares of Common Stock and no shares of Preferred Stock were entitled to vote on the merger of the Company with and into Allied Telesyn International Corp., a Delaware corporation, pursuant to the Agreement and Plan of Merger attached hereto (the "*Merger Agreement*").

4. The principal terms of the Merger Agreement attached hereto were approved by the Board of Directors of the Company and by the vote of a number of shares of each class and series of the Company's stock which equaled or exceeded the vote required.

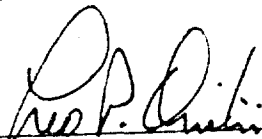
5. The percentage vote required was the affirmative vote of a majority of the shares of Common Stock outstanding, voting together as a single class.

6. We further declare under penalty of perjury under the laws of the States of California and Delaware that we have read the foregoing Certificate and know the contents thereof and that the same is true of our own knowledge.

Executed in Sunnyvale, California on October 31, 1995.



Anthony P. Russo, President



Leo P. Quilici, Secretary

364294(1)

TRADEMARK

REEL: 002213 FRAME: 0226



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P.O. BOX 942857
SACRAMENTO, CA 94257-0541

TAX CLEARANCE CERTIFICATE

November 8, 1995

EXPIRATION DATE: January 12, 1996

RMB ENTERPRISES
1152 GREENHILLS
SACRAMENTO CA 95864

ISSUED TO: ALLIED TELESYN INTERNATIONAL CORP.
Corporate Number 1598563 AT0IC

THIS CERTIFICATE IS VALID ONLY UPON THE SIMULTANEOUS QUALIFICATION OF ALLIED TELESYN INTERNATIONAL CORP., A DELAWARE CORPORATION.

This is to certify that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid, assumed, or are secured by other means.

If a final return has not been filed, one should be filed within two months and 15 days after the close of the month in which the dissolution or withdrawal takes place. If the corporation was inactive, a statement to that effect should be attached to the tax forms. All returns remain subject to audit until the expiration of the normal statutory period. Failure to file required returns may result in additional assessments.

A copy of this Tax Clearance Certificate has been sent to the Office of the the Secretary of State. This original Tax Clearance Certificate may be retained in the files of the corporation.

By the Expiration Date noted above, this corporation must have filed the documents required by the Secretary of State to dissolve, withdraw or merge. Requests for the appropriate documents must be directed to: Office of the Secretary of State at 1500 11th Street, 3rd Floor, Sacramento CA. 95814, or by telephone, (916) 657-5448.

NOTE: If the required documents are not filed with the Secretary of State prior to the Expiration Date noted above, the corporation will remain subject to the filing requirements of the Bank and Corporation Tax Law.

FTB 2570 MEO NOV 1 89

TRADEMARK

REEL: 002213 FRAME: 0227

November 8, 1995
RMB ENTERPRISES
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FRANCHISE TAX BOARD

By H. Hermansen
Special Audit Unit
Corporation Audit Section
Telephone (916) 845-4124



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