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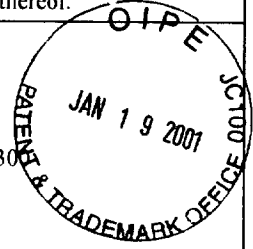
Patent and Trademark Office
Docket No. 48863-24006.00

1-19-01



101596881

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



1. Name of conveying party(ies):
1010Web

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

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

2. Name and address of receiving party(ies):

Name: Simplexity, Inc.
Internal Address:
Street Address: 2180 Foxmill Road, Suite 300
City: Herndon State: Virginia ZIP: 20171

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: April 12, 2000

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is: N/A

A. Trademark Application No.(s) B. Registration No.(s)
75/844,528 N/A

Additional numbers attached? Yes No

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

Andrew N. Spivak
Morrison & Foerster LLP
2000 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-1888

6. Total number of applications and trademark registrations involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 48863-24006.00

8. Deposit account number: 03-1952

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. 03-1952.

DO NOT USE THIS SPACE

9. Statement and signature.

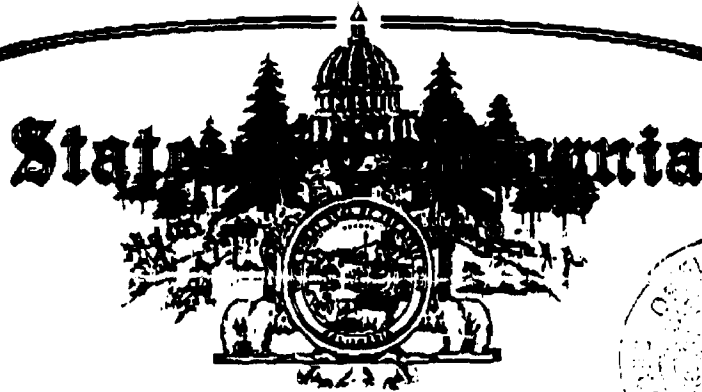
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Andrew N. Spivak Andrew N. Spivak 01/19/01
Registration No: D.C. Bar No. 464376 Signature Date

Total number of pages comprising cover sheet, attachments and document: 10

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



SECRETARY OF STATE

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

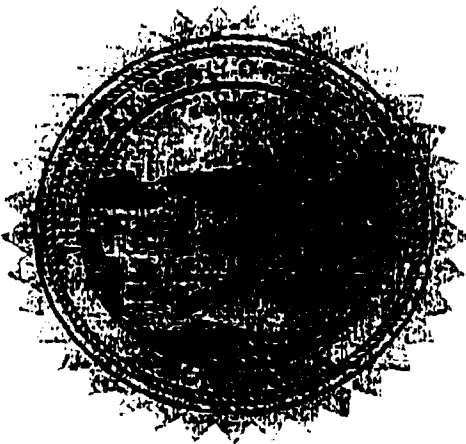
That the attached transcript of 9 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 26 2000

Bill Jones

Secretary of State



I. MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California Corporations Code, 1010WEB shall be merged with and into Simplicity (the "Merger"), the separate existence of 1010WEB shall cease and Simplicity shall be, and is herein sometimes referred as, the "Surviving Corporation", and the name of the Surviving Corporation shall be Simplicity, Inc.

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation 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 Agreement and Plan of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of 1010WEB shall cease and Simplicity, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and 1010WEB's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of 1010WEB in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Simplicity as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of 1010WEB in the same manner as if Simplicity had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Certificate of Incorporation.** The Certificate of Incorporation of Simplicity as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 **Bylaws.** The Bylaws of Simplexity as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 **Directors and Officers.** The directors and officers of 1010WEB immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 **1010WEB Common Shares.** Upon the Effective Date of the Merger, each share of 1010WEB Common Stock, \$.001 par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. In lieu thereof, any fractional share interests to which a holder would otherwise be entitled shall be aggregated.

3.2 **1010WEB Preferred Shares.**

(a) Upon the Effective Date of the Merger, each share of 1010WEB Series A and Series B Preferred stock issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of 1010WEB Common Stock as set forth in the 1010WEB Articles of Incorporation, as amended, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into or exchanged for one fully paid and nonassessable share of Series A and Series B Preferred Stock, \$.001 par value, of the Surviving Corporation, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.001 par value, as such share of 1010WEB Preferred Stock was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.3 **1010WEB Options, Stock Purchase Rights and Convertible Securities.**

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of 1010WEB under, and continue, the option plans and all other employee benefit plans of 1010WEB. Each outstanding and unexercised option, other right to purchase, or security convertible into, 1010WEB Common Stock or 1010WEB Preferred Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each one share of 1010WEB Common Stock or Preferred Stock, as the case may be, issuable

pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such 1010WEB Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to 1010WEB Common Stock or Preferred Stock. Such Common Stock and Preferred Stock are subject to paragraph 3.1 and 3.2, respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of 1010WEB Common Stock and 1010WEB Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to which a holder of an assumed Right would otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the 1010WEB 1999 Stock Option Plan, that is assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 Simplexity Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of Simplexity issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Simplexity, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of 1010WEB Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of 1010WEB Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, respectively, into which such shares of 1010WEB Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of 1010WEB so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of Simplexity. Simplexity covenants and agrees that it will, on or before the Effective Date of the Merger:

- (a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.
- (b) File any and all documents with the California Franchise Tax Board necessary for the assumption by Simplexity of all of the franchise tax liabilities of 1010WEB.
- (c) Take such other actions as may be required by the California General Corporation Law.

4.2 Further Assurances. From time to time, as and when required by Simplexity or by its successors or assigns, there shall be executed and delivered on behalf of 1010WEB such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Simplexity the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of 1010WEB and otherwise to carry out the purposes of this Agreement, and the officers and directors of Simplexity are fully authorized in the name and on behalf of 1010WEB or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 **Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either 1010WEB or of Simplexity, or of both, notwithstanding the approval of this Agreement by the shareholders of 1010WEB or by the stockholders of Simplexity, or by both.

4.4 **Amendment.** The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 **Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is 1013 Centre Road, Wilmington, County of New Castle, DE 19805 and Corporation Service Company is the registered agent of the Surviving Corporation at such address.

4.6 **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 11600 Sunrise Valley Drive, Suite 290, Reston, VA 20191, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.7 **Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California Corporations Code.


4.8 **FIRPTA Notification.** (a) On the Effective Date of the Merger, 1010WEB shall deliver to Simplexity, as agent for the shareholders of 1010WEB, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. Simplexity shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of 1010WEB immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of 1010WEB, (i) such shareholders shall be considered to have requested that the Statement be delivered to Simplexity as their agent and (ii) Simplexity shall be considered to have received a copy of the Statement at the request of the 1010WEB shareholders for purposes of satisfying Simplexity's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) 1010WEB shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).


IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of Simplexity and 1010WEB is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.


Simplexity, Inc.
a Delaware corporation

By: 
Thomas J. Kilcoyne
President and Chief Executive Officer

By: 
Susan K. Vanner
Secretary

1010WEB
a California corporation

By: 
Thomas J. Kilcoyne
President and Chief Executive Officer

By: 
Susan K. Vanner
Secretary

CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

Thomas J. Kilcoyne and Susan K. Venner state and certify that:

1. They are the President and Secretary, respectively, of 1010WEB, a California corporation.
2. The agreement of merger in the form attached was duly approved by the Board of Directors and shareholders of the corporation.
3. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock". Two series of Preferred Stock have been authorized, designated "Series A Preferred Stock" and "Series B Preferred Stock," respectively.
4. There were 9,377,240 shares of Common Stock, 2,199,995 shares of Series A Preferred Stock, and 10,177,493 shares of Series B Preferred Stock, outstanding as of April 10, 2000.
5. The principal terms of the merger agreement in the form attached were approved by the corporation by a vote of the number of shares which equaled or exceeded the vote required.
6. The percentage vote required was more than 50% of the votes entitled to be cast by holders of Preferred Stock outstanding, voting together as a class on an as converted into Common Stock ("Common Equivalent") basis, more than 50% of the votes entitled to be cast by holders of Common Stock outstanding voting as a class, more than 50% of the votes entitled to be cast by holders of Common Stock and Preferred Stock outstanding, voting together as a class on a Common Equivalent basis, and more than 75% of the votes entitled to be cast by holders of the Series B Preferred Stock outstanding voting as a class on a Common Equivalent basis.

On the date set forth below, in the Town of Reston in the State of Virginia, each of the undersigned do hereby declare under the penalty of perjury under the laws of the State of California that they signed the foregoing certificate in the official capacity set forth beneath their signature, and that the statements set forth in said certificate are true of their own knowledge.

Signed on April 10, 2000



 Thomas J. Kilcoyne, President



 Susan K. Venner, Secretary

