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DEPARTMENT OF COMMERCE

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

3-29-01

Patent and Trademark Office  
Docket No. 031666.2000SG

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

<p>1. Name of Conveying party(ies): Exio Communications, Inc. <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 California Additional name(s) of conveying party(ies) attached?   <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies):  Name: Cisco Systems, Inc. Street Address: 170 West Tasman Drive San Jose, California 95134   <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: _____ California <input type="checkbox"/> Other: _____ Additional name(s) &amp; address(es) attached?   <input type="checkbox"/> Yes   <input checked="" 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: Execution Date: February 20, 2001</p>		<p style="text-align: right;"><b>03-29-2001</b> U.S. Patent &amp; TMO/TM Mail Rcpt Dt. #34</p>	

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)      76/076156, 76/076897 and 76/076151  
B. Registration No.(s)  
Additional numbers attached?    Yes    No


<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Rochelle D. Alpert Brobeck, Phleger &amp; Harrison LLP Spear Street Tower One Market San Francisco, CA 94105</p>	6. Total number of applications and trademark registrations involved: 3
	<p>7. Total fee (37 C.F.R. § 3.41): \$90.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket:</p>
<p>8. Deposit account number: <b>02-3950</b></p>	

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**

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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            March 26, 2001  
Signature      Date

Total number of pages comprising cover sheet, attachment and document: 9

04/09/2001 TDIAZ1      00000032 76076156      Mail documents to be recorded with required cover sheet information to:  
01 FC:481      40.00 OP      Commissioner of Patents and Trademarks  
02 FC:482      50.00 OP      Box Assignments  
Washington, D.C. 20231

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AGREEMENT OF MERGER

OF

CISCO SYSTEMS, INC.

AND

EXIO COMMUNICATIONS, INC.

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

FEB 20 2001

*Bill Jones*  
BILL JONES, Secretary of State

This Agreement of Merger is dated as of the 20th day of February, 2001 ("Merger Agreement"), between Cisco Systems, Inc., a California corporation ("Acquiror"), and Exio Communications, Inc., a California corporation ("Target").

RECITALS

A. Target was incorporated in the State of California and immediately prior to the Effective Time of the Merger (as defined below) will have outstanding 4,853,892 shares of Common Stock ("Target Common Stock") and 2,000,000 shares of Preferred Stock ("Target Preferred Stock").

B. Acquiror and Target have entered into an Agreement and Plan of Merger and 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.
2. The Merger shall become effective at such time (the "Effective Time") as this Merger Agreement and the officers' certificate of Target are filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.
3. At the Effective Time of the Merger (i) each share of Target Preferred Stock will convert into one share of Target Common Stock; (ii) all shares of Target Common

Stock that are owned directly or indirectly by Target, Acquiror or any other direct or indirect wholly owned subsidiary of Target or Acquiror shall be cancelled, and no securities of Acquiror or other consideration shall be delivered in exchange therefor; and (iii) each of the issued and outstanding shares of Target Common 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 ("California Law"), referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for 0.6590 of a share of Acquiror Common Stock; provided, however, that no more than 5,131,021 shares of Common Stock of Acquiror shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options and Target warrants 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 California Law. 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, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of shares of Target Common Stock 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 \$30.60) 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 into Acquiror Common Stock and Target Preferred Stock into Target 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(a) of the Internal Revenue Code of 1986, as amended.

(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. 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. This Merger Agreement may only be terminated or amended prior to the Effective Time.

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

CISCO SYSTEMS, INC.

By:



David Holland  
Vice President, Assistant Secretary and Treasurer

By:

\_\_\_\_\_  
Larry Carter, Secretary

EXIO COMMUNICATIONS, INC.

By:

\_\_\_\_\_  
Ki Hyun Joo, President

By:

\_\_\_\_\_  
Ki Hyun Joo, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

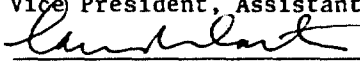
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Vice President, Assistant Secretary and Treasurer

By:  \_\_\_\_\_

Larry R. Carter, Secretary

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Ki Hyun Joo, President

By: \_\_\_\_\_

Ki Hyun Joo, Secretary

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Larry R. Carter, Secretary

EXIO COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Ki Hyun Joo, President

By: \_\_\_\_\_  
Ki Hyun Joo, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

모든 권리 보유. 본 문서의 내용은 본사 등록 정보에 의거합니다.

TRADEMARK  
REEL: 002267 FRAME: 0703


OFFICERS' CERTIFICATE  
OF  
TARGET


Ki Hyun Joo, President and Secretary of Exio Communications, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), does hereby certify:

1. He is the duly elected, acting and qualified President and the Secretary of the Corporation.
2. There are two authorized classes of shares, consisting of 10,000,000 shares of Common Stock, par value \$0.001 per share, and 2,000,000 shares of Preferred Stock, par value \$0.001 per share. On the record date for the vote on the Agreement of Merger, there were 4,853,892 shares of Common Stock and 2,000,000 shares of Series A Preferred Stock outstanding and entitled to vote on the Agreement of Merger in the form attached.
3. The Agreement of Merger in the form attached was duly approved by the Board of Directors of the Corporation in accordance with the Corporations Code of the State of California.
4. Approval of the Agreement of Merger by the holders of at least a majority of the shareholders of Common stock and a majority of the shareholders of Preferred stock, each class voting separately, was required. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.



Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California, on February 20, 2001.

By:   
Ki Hyun Joo, President

By:   
Ki Hyun Joo, Secretary