

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

TTC Reorg Corporation

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 18, 1998

2. Name and address of receiving party(ies)

Name: Telecommunications Techniques
Internal Co., LLC
Address: Corporation Trust Center

Street Address: 1209 Orange Street
City: Wilmington State: DE Zip: 19801

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1650619

Additional number(s) attached Yes No

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

Name: Stacy Lyons

Internal Address: _____
Arent Fox Kintner Plotkin & Kahn, PLLC

Street Address: _____
1050 Connecticut Avenue, NW

City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

012300

(Attach duplicate copy of this page if paying by deposit account)

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.

Stacy Lyons
Name of Person Signing

Stacy Lyons
Signature

July 11, 2001
Date

Total number of pages including cover sheet, attachments, and document: 5

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

**AGREEMENT AND PLAN
OF
MERGER
OF
TELECOMMUNICATIONS TECHNIQUES CO., LLC
AND
TTC REORG CORPORATION**

This Agreement and Plan of Merger (the "Agreement") is made and entered into as of May 18, 1998 by and between Telecommunications Techniques Co., LLC, a Delaware limited liability company ("TTC, LLC" or the "Surviving Company"), and TTC Reorg Corporation, a Delaware corporation (the "Disappearing Corporation").

WHEREAS, TTC, LLC is a limited liability company organized under and governed by the laws of the State of Delaware, and has its address at Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle;

WHEREAS, the Disappearing Corporation is a corporation organized under and governed by the laws of the State of Delaware, and has its address at Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle;

WHEREAS, TTC, LLC and the Disappearing Corporation have determined that it is advisable and in the best interests of such entities that the Disappearing Corporation merge with and into TTC, LLC upon the terms and conditions provided herein (the "Merger");

WHEREAS, pursuant to the laws of Delaware, the board of directors of the Disappearing Corporation and the sole member of TTC, LLC have adopted and recommended this Agreement; and

WHEREAS, Dynatech U.S.A., Inc., the sole shareholder of the outstanding stock of the Disappearing Corporation, has consented to and approved the adoption of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements herein contained and of the mutual benefits provided hereby, the parties hereto hereby agree as follows:

1. Merger. The effective date of the Merger shall be May 18, 1998 (the "Effective Date"). On the Effective Date, the Disappearing Corporation shall be merged with and into

TTC, LLC and the separate existence of the Disappearing Corporation shall thereupon cease. TTC, LLC shall continue its existence as the surviving company after the Effective Date.

2. Certificate of Formation. The Certificate of Formation of TTC, LLC, as in effect immediately prior to the Effective Date, shall continue to be the Certificate of Formation of the Surviving Company without change or amendment until duly amended in accordance with the provisions thereof and applicable law.

3. Conversion of Shares. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share and each certificate representing shares of the capital stock of the Disappearing Corporation outstanding immediately prior to the Effective Date shall automatically be canceled, and no interest in the Surviving Company shall be exchanged therefor.

4. Subsequent Action. If at any time after the Effective Date it shall be necessary or desirable to take any action or execute, deliver or file any instrument or document in order to vest, perfect or confirm of record in the Surviving Company the title to any property or any rights of the Disappearing Corporation, or otherwise to carry out the provisions of this Agreement, the sole member of the Surviving Company is hereby authorized and empowered on behalf of the Disappearing Corporation and in its name to take such action and execute, deliver and file such instruments and documents.

5. Rights and Duties of Surviving Company. On the Effective Date, the Surviving Company shall thereupon and thereafter possess all rights, privileges, immunities, licenses, and permits (whether of a public or private nature) of the Disappearing Corporation; and all property (real, personal and mixed), all debts due on whatever account, all choses in action, and all and every other interest of or belonging to or due to the Disappearing Corporation shall continue and be taken and deemed to be transferred to and vested in the Surviving Company, without further act or deed, and the Surviving Company shall thenceforth be responsible and liable for all the liabilities and obligations of the Disappearing Corporation.

6. Termination. At any time prior to the Effective Date, this Agreement may be terminated and the Merger abandoned at the election of the sole member of the Surviving Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

TTC REORG CORPORATION

By: John F. Reno
Name: John F. Reno
Title: President

TELECOMMUNICATIONS TECHNIQUES CO., LLC

By: Dynatech USA, Inc., its sole member

By: John F. Reno
Name: John F. Reno
Title: President