

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 11611.46US02

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

8x8, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of California
Other: _____

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

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

8x8, Inc.
2445 Mission College Boulevard
Santa Clara, California 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
Other: _____

Execution Date: December 3, 1996

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

A. Trademark Application No.(s)/ Mark(s) B. Trademark Reg. No.(s)/Mark(s)

2,360,445 8x8 (Stylized)

Additional numbers attached? Yes No

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

Name: Sandra Epp Ryan
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 1

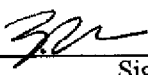
7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Sandra Epp Ryan  June 19, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1600C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"8X8, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "8X8, INC." UNDER THE NAME OF "8X8, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF DECEMBER, A.D. 1996, AT 11:30 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2676673 8100M

960351914

AUTHENTICATION:

8218202

DATE:

TRADEMARK

12-03-96

REEL: 002492 FRAME: 0296

**AGREEMENT AND PLAN OF MERGER OF
8x8, Inc., A DELAWARE CORPORATION,
AND 8x8, Inc., A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of November 27, 1996 (the "Agreement") is between 8x8, Inc., a Delaware corporation ("8x8 Delaware"), and 8x8, Inc., a California corporation ("8x8 California"). 8x8 Delaware and 8x8 California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. 8x8 Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 45,411,820 shares, \$0.001 par value, 40,000,000 of which are designated "Common Stock," and 5,411,820 of which are designated "Preferred Stock." The Preferred Stock of 8x8 Delaware is divided into four series, namely, Series A Preferred consisting of 1,260,000 shares; Series B Preferred consisting of 1,100,000 shares; Series C Preferred consisting of 681,820 shares; and Series D Preferred consisting of 2,370,000 shares. As of November 27, 1996, 100 shares of Common Stock of 8x8 Delaware were issued and outstanding, all of which are held by 8x8 California.

B. 8x8 California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 45,411,820 shares, no par value, 40,000,000 of which are designated "Common Stock," and 5,411,820 of which are designated "Preferred Stock." The Preferred Stock of 8x8 California is divided into four series, namely, Series A Preferred consisting of 1,260,000 shares; Series B Preferred consisting of 1,100,000 shares; Series C Preferred consisting of 681,820 shares; and Series D Preferred consisting of 2,370,000 shares. As of November 27, 1996, 6,968,975 shares of Common Stock, 1,260,000 shares of Series A Preferred, 1,100,000 shares of Series B Preferred, 681,820 shares of Series C Preferred and 684,553 shares of Series D Preferred were issued and outstanding.

C. The Board of Directors of 8x8 California has determined that, for the purpose of effecting the reincorporation of 8x8 California in the State of Delaware, it is advisable and in the best interests of 8x8 California and its shareholders that 8x8 California merge with and into 8x8 Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors and shareholders or stockholders of 8x8 Delaware and 8x8 California have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, 8x8 Delaware and 8x8 California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, 8x8 California shall be merged with and into 8x8 Delaware (the "Merger"), the separate existence of 8x8 California shall cease, 8x8 Delaware shall be, and is herein

sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be 8x8, Inc.

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

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders or 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 of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Agreement of Merger or an executed counterpart of this Agreement meeting the requirements of the California General Corporation Law shall have been filed with the Secretary of State of the State of California.

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 8x8 California shall cease, and 8x8 Delaware, 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 8x8 California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of 8x8 California in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations 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 8x8 California in the same manner as if 8x8 Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of 8x8 Delaware 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 8x8 Delaware 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 8x8 California 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 8x8 California Common Stock. Upon the Effective Date of the Merger, each share of 8x8 California Common Stock 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, \$0.001 par value, of the Surviving Corporation.

3.2 8x8 California Preferred Stock. Upon the Effective Date of the Merger, each share of 8x8 California Series A Preferred, Series B Preferred, Series C Preferred and Series D Preferred 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 Series A Preferred, Series B Preferred, Series C Preferred and Series D Preferred, \$0.001 par value, respectively, of the Surviving Corporation.

3.3 8x8 California Options Warrants and Convertible Securities. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the 1992 Stock Option Plan, Key Personnel Plan, 1996 Stock Plan, 1996 Employee Stock Purchase Plan and 1996 Director Option Plan of 8x8 California. Each outstanding and unexercised option, other right to purchase, warrant or security convertible into, 8x8 California Common Stock or Preferred Stock shall become an option, right to purchase, warrant or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock for each share of 8x8 California Common Stock or Preferred Stock issuable pursuant to any such option, stock purchase right, warrant or convertible security, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such 8x8 California option, stock purchase right, warrant or other convertible security at the Effective Date of the Merger.

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 (including Preferred Stock) equal to the number of shares of 8x8 California Common Stock and Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

3.4 8x8 Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of 8x8 Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by 8x8 Delaware, the holder of such shares or any other person, be cancelled 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 8x8 California capital stock may, at such stockholder's option, surrender the same for cancellation to the exchange agent designated by the Surviving Corporation (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 appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of 8x8 California capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of 8x8 California capital stock 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 capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital 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 8x8 California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of 8x8 Delaware 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 that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the 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 8x8 Delaware that such tax has been paid or is not payable.

IV

GENERAL

4.1 Covenants of 8x8 Delaware. 8x8 Delaware 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 8x8 Delaware of all of the franchise tax liabilities of 8x8 California; and

(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 8x8 Delaware or by its successors or assigns, there shall be executed and delivered on behalf of 8x8 California such deeds and other instruments, and there shall be taken or caused to be taken by 8x8 Delaware and 8x8 California 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 8x8 Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of 8x8 California and otherwise to carry out the purposes of this Agreement, and the officers and directors of 8x8 Delaware are fully authorized in the name and on behalf of 8x8 California 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 8x8 California or 8x8 Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of 8x8 California or by the sole stockholder of 8x8 Delaware, 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 Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or 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 materially adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.5 **Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801, County of New Castle, and The Corporation Trust 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 2445 Mission College Blvd., Santa Clara, California 95054 and copies thereof will be furnished to any shareholder or 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 General Corporation Law.


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

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of 8x8 Delaware and 8x8 California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.


8x8, Inc.
a Delaware corporation

By: 
Joe Parkinson, President, Chairman and
Chief Executive Officer


ATTEST:


Sandra L. Abbott,
Secretary

8x8, Inc.
a California corporation

By: 
Joe Parkinson, President, Chairman and
Chief Executive Officer

ATTEST:


Sandra L. Abbott,
Secretary