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ATION

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party:

Tadpole Technology, Inc.
2300 Faraday Avenue
Carlsbad, CA 92008

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State of Delaware
- Other:

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

2. Name and address of receiving party:

Cycle Computer Corporation
20245 Stevens Creek Blvd.
Cupertino, CA 95014

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State of California
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

3. Nature of conveyance:

- Assignment
- Merger (Attachment "B")
- Security Agreement
- Change of Name
- Other

Execution Date: December 15, 2000

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

a. Trademark Application No(s):

b. Trademark Registration No(s):

2,037,150	2,061,812
2,204,402	2,100,688
2,236,180	2,637,832

Additional numbers attached? Yes No

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

Name: Stacey R. Halpern Customer No. 20,995
KNOBBE, MARTENS, OLSON & BEAR, LLP
Internal Address: Fourteenth Floor
Street Address: 2040 Main Street
City: Irvine State: CA ZIP: 92614
Attorney's Docket Nos.: RDITADP.003T/010T/011T
016T/017T/018T

7. Total fee (37 CFR 1.21(h)): To be determined.

8. Deposit Account Number: 11-1410

Please charge Deposit Account No. 11-1410 as follows:

- (a) For all fees relating to the recordation of the attached documents; and
- (b) For all fees relating to expediting recordation of the attachment documents.

6. Total number of applications and registrations involved: 6

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.

Stacey R. Halpern
Name of Person Signing

Signature

11/13/02
Date

Total number of pages including cover sheet, attachments and document: 11

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

11/14/2002 JJALLAH2 00000035 111410 2037150

U.S. Patent and Trademark Office
Assignment Division - "At Cost" Recordation Services
Attention: Rhonda Nicol
1213 Jefferson Davis Highway, CG4, 3rd Floor
Arlington, VA 22202

01 FC:0521	40.00 CH
02 FC:0522	125.00 CH
03 FC:0523	120.00 CH

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AGREEMENT OF MERGER
 OF
 Cycle Computer Corporation
 (a California corporation)
 AND
 Tadpole Technology Incorporated
 (a Delaware corporation)

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ENDORSED FILED
 In the office of the Secretary of State
 of the State of California
 DEC 18 2000
BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER is made and entered into as of this 15th day of December, 2000, by and between CYCLE COMPUTER CORPORATION, a California corporation ("Cycle") and TADPOLE TECHNOLOGY INCORPORATED, a Delaware corporation ("TTI").

1. *Merger.* TTI shall be merged with and into Cycle by a statutory merger (the "Merger") in accordance with the General Corporation Law of California, the Delaware General Corporation Law and on the terms and conditions hereinafter expressed, and the separate existence of TTI shall cease. Cycle shall be, and is sometimes referred to herein as, the "Surviving Corporation" and the name of the Surviving Corporation shall be changed to Tadpole Technology Incorporated.

2. *Effective Date.* The Merger shall be effective (the "Effective Date") on such day and at such time on which this Agreement of Merger and appropriate certificates of its approval and adoption shall have been filed with the Secretary of State of the State of California in accordance with Section 1103 of the General Corporation Law of the State of California.

3. *Succession.* On the Effective Date and as a consequence of the Merger, (i) the separate existence of TTI shall cease and TTI shall be merged with and into Cycle, with Cycle as the Surviving Corporation; (ii) the identity, existence, name, purposes, franchises, powers, rights and immunities of Cycle shall continue unaffected and unimpaired by the Merger; (iii) Cycle shall succeed without other transfer, act or deed, to all the rights and property of TTI, and shall be subject to all the debts and liabilities of TTI in the same manner as if Cycle had itself incurred them; (iv) all debts, liabilities and obligations of TTI shall continue as debts, liabilities and obligations of Cycle; and (v) all rights of creditors and liens upon property of the TTI shall be preserved unimpaired and remain enforceable against Cycle.

4. *Shares of TTI.* Each share of common stock of TTI issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and one share of the common stock of the Surviving Corporation shall be issued in exchange therefore.

5. *Shares of Cycle.* The outstanding shares of Cycle shall remain outstanding and each share of common stock of the Cycle issued and outstanding immediately prior to the Effective Date shall automatically be converted into and reconstituted as 24 shares of common stock.

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6. *TTI Options.* The Surviving Corporation shall assume (within the meaning of the TTI 1998 Stock Option Plan) (the "Option Plan") the issued and outstanding options to purchase shares of common stock of TTI, subject to the terms and conditions of the Option Plan under which such options were issued. In accordance with Section 4 hereof, each option to purchase one share of TTI shall be automatically convert, without any further required action, into an option to purchase one share of common stock of the Surviving Corporation and no other adjustments shall be made to such options.

7. *Articles of Incorporation.* On the Effective Date of the Merger, the Articles of Incorporation of Surviving Corporation shall be amended and restated to read in full as set forth on Exhibit A attached hereto and made a part hereof.

8. *Directors and Officers.* The directors and officers of TTI 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 otherwise as provided by law, the Articles of Incorporation of the Surviving Corporation or its Bylaws.

9. Prior to the filing of this Agreement of Merger with the Secretary of State of the State of California, this Agreement of Merger may be terminated by the agreement of the Boards of Directors of Cycle and TTI notwithstanding approval of this Agreement of Merger by the shareholders of said corporations.

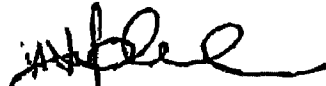
10. The cancellation, exchange and reconstitution of shares as provided by this Agreement shall occur automatically upon the Effective Date without action by the holders thereof. Each holder of such shares shall thereupon surrender its share certificates to the Secretary of the Surviving Corporation and shall entitled to receive in exchange therefor a certificate representing the number of shares into which its shares theretofore represented by a certificate or certificates so surrendered shall have been converted as aforesaid.

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

CYCLE COMPUTER CORPORATION

TADPOLE TECHNOLOGY
INCORPORATED

By: 
Mark Johnston, President

By: _____
_____, President

By: 
John Bannon, Secretary

By: _____
_____, Secretary

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

CYCLE COMPUTER CORPORATION

TADPOLE TECHNOLOGY
INCORPORATED

By: _____
_____, President

By: [Signature]
Richard Bulma, President

By: _____
_____, Secretary

By: [Signature]
Teresa Stibor, Secretary