

11-14-2002

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FOR EXPEI



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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

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

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

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NO. 9744 P. 12

AGREEMENT OF MERGER
OF

Cycle Computer Corporation
(a California corporation)

AND

Tadpole Technology Incorporated
(a Delaware corporation)

A0556950

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.

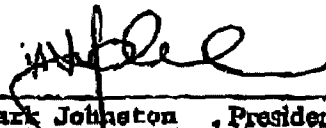
10. The cancellation, exchange and reconstitution of shares as provided by this Agreement shall occur automatically upon the Effective Date without action by the holders thereof. Each holder of such shares shall thereupon surrender its share certificates to the Secretary of the Surviving Corporation 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]
Bernard Bulme, President

By: _____
_____, Secretary

By: [Signature]
Teresa Stibor, Secretary

Exhibit A

I

The name of the Corporation is Tadpole Technology Incorporated

II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The Corporation is authorized to issue only one class of shares, and the total number of shares that the Corporation is authorized to issue is Five Hundred Million (500,000,000).

IV

Section 1. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with the agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the Corporation or its shareholders. The Corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code, provided that, in cases where the Corporation owns all or a portion of the shares of the company issuing the insurance policy, the company and/or the policy must meet one of the two sets of conditions set forth in Section 317, as amended.

Section 3. Any repeal or modification of the foregoing provisions of this Article IV by the shareholders of this Corporation shall not adversely affect any right or protection of an agent of this Corporation existing at the time of such repeal or modification.

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TRADEMARK

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TADPOLE TECHNOLOGY INCORPORATED
OFFICERS' CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER

The undersigned hereby certify as follows:

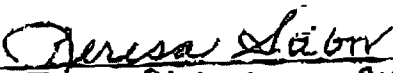
1. They are the President and Secretary, respectively, of Tadpole Technology Incorporated, a Delaware corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and stockholders of the corporation.
3. The stockholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares outstanding, and the number of shares outstanding is One Hundred Twenty Million (120,000,000).

The undersigned declare under penalty of perjury under the laws of the State of California that the matters set forth in the foregoing certificate are true of their own knowledge.

Dated: December 15, 2000.



 Bernard Hulma, President



 Teresa Stibor, Secretary

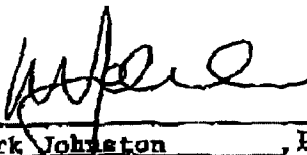
CYCLE COMPUTER CORPORATION
OFFICERS' CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER

The undersigned hereby certify as follows:


1. They are the President and Secretary, respectively, of Cycle Computer Corporation, 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 shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares outstanding, and the number of shares outstanding is Five Million (5,000,000).

The undersigned declare under penalty of perjury under the laws of the State of California that the matters set forth in the foregoing certificate are true of their own knowledge.

Dated: December 15, 2000.



 Mark Johnston, President



 John Bannon, Secretary



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NO. 9744 P. 19

NOV. 13. 2002 9:28 AM

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/18/2000
001631846 - 2164719

**CERTIFICATE OF MERGER
OF
TADPOLE TECHNOLOGY INCORPORATED
INTO
CYCLE COMPUTER CORPORATION**

(under Section 252 of the General Corporation Law of the State of Delaware)

CYCLE COMPUTER CORPORATION, a California corporation, hereby certifies that:

(1) That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Tadpole Technology Incorporated	Delaware
Cycle Computer Corporation	California

(2) An Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware.

(3) That the surviving corporation of the merger is Cycle Computer Corporation, a California corporation, which shall change its name to Tadpole Technology Incorporated in accordance with the Amended and Restated Articles of Incorporation pursuant to Section 4 below.

(4) The Articles of Incorporation of the surviving corporation shall be amended and restated in its entirety to read in full as set forth on Exhibit A attached hereto and made a part hereof.

(5) The executed agreement of merger is on file at the principal place of business of the surviving corporation at 2300 Faraday Avenue, Carlsbad, California 92008.

(6) The surviving corporation shall agree that it may be served with process in Delaware in any proceeding for enforcement of any obligation of Tadpole Technology Corporation, as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware and shall irrevocably appoint the Secretary of State as its agent to accept service of process in any

Attachment "B"

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such suit or other proceedings. A copy of such process shall be mailed to the surviving corporation at 2300 Faraday Avenue, Carlsbad, California 92008.

(7) That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger on this 15th day of December 2000.

CYCLE COMPUTER CORPORATION

By: _____


Mark Johnston
Chief Executive Officer

Exhibit A

I

The name of the Corporation is Tadpole Technology Incorporated

II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The Corporation is authorized to issue only one class of shares, and the total number of shares that the Corporation is authorized to issue is Five Hundred Million (500,000,000).

IV

Section 1. The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with the agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the Corporation or its shareholders. The Corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code, provided that, in cases where the Corporation owns all or a portion of the shares of the company issuing the insurance policy, the company and/or the policy must meet one of the two sets of conditions set forth in Section 317, as amended.

Section 3. Any repeal or modification of the foregoing provisions of this Article IV by the shareholders of this Corporation shall not adversely affect any right or protection of an agent of this Corporation existing at the time of such repeal or modification.