

01-13-2003



Client Code: RDITADP.018T

RE

102335304
MARKS ONLY

T

VIA EXPRESS MAIL NO. EL 651553013 US

FOR EXPEDITED "AT COST" RECORDATION

11-1-02

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

1. Name of **first** conveying party:

Tadpole Technology, Inc.

(x) Corporation – State of Delaware

Additional names of conveying parties attached?

(x) **Yes – see below.**

2. Name and address of **first** receiving party:

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

(x) Corporation – State of California

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

Additional name(s) and address(es) attached? **Yes, see below.**

3. Nature of conveyance: **Merger (Attachment "A")**

Execution Date: **December 15, 2000**

4. Application Serial No.: **75/487,551**

Additional numbers attached? **No.**

5. Name of **second** conveying party:

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

(x) Corporation – California

6. Name and address of **second** receiving party:

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

(x) Corporation – State of California

7. Nature of conveyance: **Name Change (Also Attachment "A")**

Execution Date: **December 15, 2000**

8. Application Serial No.: **75/487,551**

9. Name of **third** conveying party:

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

(x) Corporation – State of California

10. Name and address of **third** receiving party:

**Tadpole Technology, LLC
2300 Faraday Avenue
Carlsbad, CA 92008**

(x) Other – Delaware Limited Liability Company

11. Nature of conveyance: **Assignment per Limited Liability Agreement – pertinent pages attached (Attachment "B")**

Execution Date: **December 18, 2000**

12. Application Serial No.: **75/487,551**

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

15. Total fee (37 CFR 1.21(h)): **Undetermined.**

Name: **Stacey R. Halpern** Customer No.: **20,995**
KNOBBE, MARTENS, OLSON & BEAR, LLP
Street Address: **2040 Main Street, 14th Floor**
City: **Irvine** State: **CA** ZIP: **92614**
Attorney's Docket No.: **RDITADP.018T**

26. Deposit Account Number: **11-1410**

Please charge Deposit Account Number 11-1410 as follows:

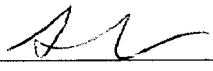
14. Total number of applications and registrations involved: **1**

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

17. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copies are true copies of the original documents.

Stacey R. Halpern
Name of Person Signing


Signature

10/31/02
Date

Total number of pages including cover sheet, attachments and document: **21**

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

U.S. Patent and Trademark Office
Office of Public Records
Attn: "At Cost" Recordation Services
2800 Crystal Drive, 10th Floor
Arlington, VA 22202

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103102

**SCHEDULE 2
SCHEDULE OF CONTRIBUTED PROPERTY AND ASSUMED LIABILITIES**

Property Contributed by Tadpole Technology Incorporated

All property and assets and rights under all contracts and all employee of TTI, except as set forth below (the "Excluded Assets").

Tadpole Technology Incorporated Liabilities Assumed by Tadpole Technology, LLC

All liabilities, except those set forth below (the "Excluded Liabilities")

Excluded Liabilities: All liabilities and obligations arising in connection with the Excluded Assets after the date of such transfer to Tadpole Cartesia, Inc. and Tadpole J-Slate, Inc.

Excluded Assets: See attached pages for list of assets transferred to Tadpole Cartesia, Inc. and Tadpole J-Slate, Inc. prior to the date of this Agreement.

Attachment "A"

Page 1 of 10

AGREEMENT OF MERGER
OFCycle 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.

oc-165532

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REEL: 002647 FRAME: 0621

Attachment "A"

Page 2 of 10

6. *111 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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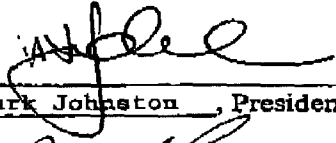
Attachment "A"

Page 3 of 10


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

Attachment "A"

Page 4 of 10

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: *Bernhard Hulme*
Bernhard Hulme, President

By: _____
_____, Secretary

By: *Teresa Stibor*
Teresa Stibor, Secretary

Attachment "A"

Page 5 of 10

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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REEL: 002647 FRAME: 0625

Attachment "A"

Page 6 of 10


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

The undersigned hereby certify as follows:

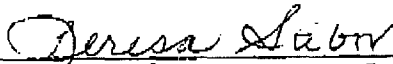
1. They are the President and Secretary, respectively, of Tadpole Technology Incorporated, a Delaware corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and stockholders of the corporation.
3. The stockholder approval was by the holders of 100% of 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 Hulme, President



Teresa Stibor, Secretary

Attachment "A"

Page 7 of 10

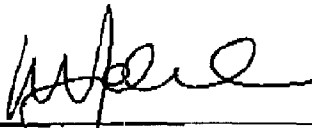
CYCLE COMPUTER CORPORATION
OFFICERS' CERTIFICATE OF APPROVAL OF
AGREEMENT OF MERGER

The undersigned hereby certify as follows:

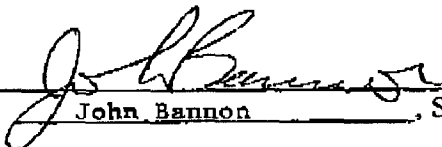
1. They are the President and Secretary, respectively, of Cycle Computer Corporation, a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation.
3. The shareholder approval was by the holders of 100% of the 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



oc-165532

TRADEMARK
REEL: 002647 FRAME: 0627

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

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.

LIMITED LIABILITY COMPANY AGREEMENT
OF
TADPOLE TECHNOLOGY, LLC,
a Delaware Limited Liability Company

Dated as of December 18, 2000

**LIMITED LIABILITY COMPANY AGREEMENT OF
TADPOLE TECHNOLOGY, LLC**

This Limited Liability Company Agreement ("Agreement") is made as of December 6, 2000 by the parties set forth on the signature page as "Members" pursuant to the provisions of the Delaware Limited Liability Company Act, Title 6 of the Delaware Code, § 18-101 et seq.

WHEREAS, the Company has been formed by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware, pursuant to Section 18-201 of the Delaware Limited Liability Company Act; and

WHEREAS, the Members desire to adopt this Agreement in order to provide for the management of the business and affairs of the limited liability company so formed and to set forth their respective rights, privileges and obligations;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereby agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings (additional terms, used only in specific Articles, may be defined elsewhere in this Agreement):

"Additional Member" has the meaning set forth in Section 6.6(a).

"Adjusted Capital" means, with respect to a Preferred Member, the excess of the sum of such Member's Capital Contributions over distributions to such Preferred Member in accordance with Section 9.5(b).

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments: (i) credit to such Capital Account any amounts which such Member is obligated or treated as obligated to restore with respect to any deficit balance in such Capital Account pursuant to Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, or is deemed to be obligated to restore with respect to any deficit balance pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations; and (ii) debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

"Tax Distribution Amount" shall mean cash equal to the product of (i) the Tax Percentage with respect to the items (on an item-by-item basis) described in clause (ii), and (ii) distributive share of the Company's taxable income for a Fiscal Year (or shorter applicable period) determined in accordance with Section 703(a) of the Code as reflected on the Schedule K-1 of such Member. The Tax Distribution Amount with respect to a Member shall be determined by the Managers in their reasonable discretion.

"Tax Items" has the meaning set forth in Section 9.4(a).

"Tax Matters Partner" means the "tax matters partner" of the Partnership with the meaning of Code Section 6231(a)(7). TTI shall be the Tax Matters Partner.

"Tax Percentage" means 28% of long-term capital gains.

LIMITED LIABILITY COMPANY AGREEMENT
OF
TADPOLE TECHNOLOGY, LLC,
a Delaware Limited Liability Company

Dated as of December 18, 2000

**LIMITED LIABILITY COMPANY AGREEMENT OF
TADPOLE TECHNOLOGY, LLC**

This Limited Liability Company Agreement ("Agreement") is made as of December 6, 2000 by the parties set forth on the signature page as "Members" pursuant to the provisions of the Delaware Limited Liability Company Act, Title 6 of the Delaware Code, § 18-101 et seq.

WHEREAS, the Company has been formed by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware, pursuant to Section 18-201 of the Delaware Limited Liability Company Act; and

WHEREAS, the Members desire to adopt this Agreement in order to provide for the management of the business and affairs of the limited liability company so formed and to set forth their respective rights, privileges and obligations;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereby agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings (additional terms, used only in specific Articles, may be defined elsewhere in this Agreement):

"Additional Member" has the meaning set forth in Section 6.6(a).

"Adjusted Capital" means, with respect to a Preferred Member, the excess of the sum of such Member's Capital Contributions over distributions to such Preferred Member in accordance with Section 9.5(b).

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments: (i) credit to such Capital Account any amounts which such Member is obligated -or treated as obligated to restore with respect to any deficit balance in such Capital Account pursuant to Section 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, or is deemed to be obligated to restore with respect to any deficit balance pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations; and (ii) debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6). The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

"Tax Distribution Amount" shall mean cash equal to the product of (i) the Tax Percentage with respect to the items (on an item-by-item basis) described in clause (ii), and (ii) with respect to a Member's Units (including a Member's Restricted Units), the Member's distributive share of the Company's taxable income for a Fiscal Year (or shorter applicable period) determined in accordance with Section 703(a) of the Code as reflected on the Schedule K-1 of such Member. The Tax Distribution Amount with respect to a Member shall be determined by the Managers in their reasonable discretion.

"Tax Items" has the meaning set forth in Section 9.4(a).

"Tax Matters Partner" means the "tax matters partner" of the Partnership, within the meaning of Code Section 6231(a)(7). TTI shall be the Tax Matters Partner.

"Tax Percentage" means 28% of long-term capital gain and 45% of other taxable income, as determined for federal income tax purposes.

"TTI" means Tadpole Technology Incorporated, a California corporation (formerly known as Cycle Computer Corporation) or successor corporation.

"Transfer" means the sale, assignment, transfer, withdrawal, mortgage, pledge, hypothecation, encumbrance, exchange or other disposition of any part or all of a Member's Units, whether or not for value, and whether voluntarily, by operation of law or otherwise.

"Transfer Date" has the meaning set forth in Section 4.2(c).

"Treasury Regulations" means the temporary and final regulations promulgated under the Code.

"Unit(s)" means an interest, or interests, in the Company held by a Member or Assignee of Member, as defined in Section 5.1.

"Units Repurchase Agreements" means the several unit repurchase agreements (in the form of Exhibit A attached hereto) to be executed by each Member who is an employee of the Company or any Subsidiary.

"Unrecovered Preferred Return" has the meaning in Section 9.1(a)(i).

ARTICLE 2

ORGANIZATION AND TERM

Section 2.1 Formation.

(a) The Company has been formed as a Delaware limited liability company by the filing of the Certificate with the Secretary of State of the State of Delaware. The rights and liabilities of all Members shall be as provided under the Delaware Act, the Certificate, and this Agreement. To the extent permitted by applicable law, the provisions of this Agreement

shall override the provisions of the Delaware Act in the event of any inconsistency or contradiction between them.

(b) In order to maintain the Company as a limited liability company under the laws of the State of Delaware, the Company shall from time to time take appropriate action, including the preparation and filing of such amendments to the Certificate and such other assumed name certificates, documents, instruments and publications as may be required by or desirable under law, including, without limitation, action to reflect:

(i) any change in the Company name;

(ii) any correction of false or erroneous statements in the Certificate or the desire of the Managers to make a change in any statement therein in order that it shall accurately represent the agreement among the Members; or

(iii) any change in the time for dissolution of the Company as stated in the Certificate and in this Agreement.

Section 2.2 Name. The Company's name shall be: "Tadpole Technology, LLC." The Company may do business under that name or any other name pursuant to the Approval of the Majority of Members. The Company shall cause appropriate trade name certificates, fictitious name certificates and like statements to be filed and published under the name set forth in this Section 2.2, or such other name as the Company may have or use in any state or jurisdiction from time to time.

Section 2.3 Term. The Company's existence commenced on the date of the filing of the Certificate and shall be perpetual unless and until it is dissolved and terminated in accordance with Article 14.

Section 2.4 Registered Agent and Office. The Company's registered agent and office in Delaware shall be the agent and office of the initial registered agent named in the Certificate. At any time, the Company may designate another registered agent or office, or both.

Section 2.5 Principal Office. The principal office of the Company shall be at 2300 Faraday Avenue, Carlsbad, CA 92008. The Company may change the location of its principal office at any time.

Section 2.6 Other Instruments. Each Member shall execute and deliver to the Company within five days after receipt of a written request therefor such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and take such other action as the Company deems necessary, useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement.

Section 2.7 Initial Public Offering. Upon the determination by TTI to carry out an IPO, Members holding Common Units shall have the right, exercisable in whole or in part by each Member holding Common Units, to exchange the outstanding Common Units into shares of Common Stock of TTI upon the effectiveness of the IPO. In the aggregate, the Common Units issued and outstanding immediately prior to the effectiveness of the IPO shall be convertible into

ARTICLE 4

CAPITAL CONTRIBUTIONS

Section 4.1 Members. The names and addresses of the Members are as reflected on Schedule 1.

Section 4.2 Initial Capital Contributions.

(a) The Capital Contribution of each of the Members as of the date hereof (the "Initial Capital Contribution"), which has been paid in full, and the number of Common Units and Preferred Units issued and sold to each Member as of the date hereof in respect of such Initial Capital Contribution, is set forth opposite such Member's name on Schedule 1 hereto. All Members acknowledge and agree that the Initial Capital Contributions set forth on Schedule 1 represent the amount of money and the Gross Asset Value of all property initially contributed by the Members.

(b) Schedule 2 contains a list of any property contributed by any Members and any liabilities or debts assumed by the Company in connection with such contribution (the "Contributed Property and Assumed Liabilities"). Each Member hereby agrees to use its best efforts to do, or cause to be done, all things necessary, proper, or advisable under applicable laws and regulations to consummate the transfer of the Contributed Property and Assumed Liabilities contemplated by this Agreement as expeditiously as practicable, including, without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents as the Managers may reasonably request in order to carry out the transfer of the Contributed Property and Assumed Liabilities. If at any time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Company the title to any Contributed Property and Assumed Liabilities, the Managers of the Company are hereby authorized and empowered on behalf of the Company, in the name of and on behalf of such contributing Member, as appropriate, to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to the Contributed Property and Assumed Liabilities in the Company.

(c) In the event any contract assigned to and assumed by the Company ("Assumed Contract") in connection with a Member's Initial Capital Contribution requires the consent of another party thereto, the Member assigning such contract (the "Assigning Member"), will make all reasonable efforts to obtain such consent in writing prior to the effective date of such assignment and transfer (the "Transfer Date"). If another party to any Assumed Contract requires a specific written assumption by the Company of the Assigning Member's obligations thereunder as a condition to consent to assignment thereof, the Company agrees to provide such written assumption on terms no less favorable in all material respects to the Company than the existing terms of such Assumed Contract. Nothing in this Agreement shall be construed as an attempt to assign any Assumed Contract which is not assignable without the consent of the other party or parties thereto, unless such consent shall have been obtained. If, after the Company and the Assigning Member have made all reasonable efforts to obtain the consent of any such other party to such Assumed Contract, such consent shall not have been obtained at or prior to the Transfer Date, such Assumed Contract shall not be deemed assigned to the Company hereunder,

and the Company and the Assigning Member shall cooperate in an arrangement (each, an "Assignment Arrangement") reasonable to both the Company and the Assigning Member designed to provide the Company with all of the benefits of such Assumed Contract and all of the obligations under such Assumed Contract arising on or after the Transfer Date, including the enforcement of any rights of the Assigning Member against such other party thereto arising out of the breach or cancellation thereof by such other party or otherwise. The Company and the Assigning Member shall, for a reasonable period, not to exceed ninety (90) business days following the Transfer Date, continue to use all reasonable efforts to attempt to obtain such consents. If the Company and the Assigning Member enter into any Assignment Arrangement in connection with any such Assumed Contract, the Company after the Transfer Date shall be responsible for the performance of such contract and any payments required to be made to the other party to such contract or agreement to the same extent as would have been required if the Assumed Contract had been effectively assigned to the Company on the Transfer Date. In addition, after the Transfer Date, in order that the full value of every Assumed Contract and all claims and demands with respect to such Assumed Contracts may be realized, the Assigning Member hereby agrees that it will, at the written request and under the direction of the Company and as shall be permitted by law and the terms of such Assumed Contracts, take all actions and do or cause to be done all things as shall be reasonably necessary in order that the Company after the Transfer Date may obtain the full benefit and enjoyment of the Assumed Contracts.

(d) No Member shall be required to lend or advance any funds to the Company. Except in connection with such Member's admission to the Company as an Additional Member, no Member shall be required after the date hereof to pay any contributions, assessments or payments to the Company, whether on liquidation of the Company or otherwise; provided, however, that a Member may be required to repay distributions made to it as provided in Section 18-607 of the Delaware Act or Section 13.1.

Section 4.3 Withdrawals and Return of Capital; Interest. No Member shall have the right to receive any interest on any portion of such Member's Capital Contribution; provided, however, that Members holding Preferred Units shall be entitled to receive the Preferred Return thereon. Except as otherwise provided in this Agreement, in the Employment Agreements, the Units Repurchase Agreement, the Company shall not redeem or repurchase any Units, and no Member shall have the right to receive a return on, or to withdraw all or any part of, its Capital Contribution.

Section 4.4 Additional Capital Contributions. No Member shall be required to make any additional capital contributions to the Company.

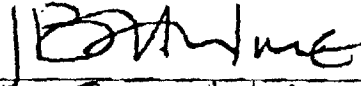
ARTICLE 5

UNITS

Section 5.1 Units. A Member's share of the Profits and Losses of, and right to receive distributions from, the Company shall be represented by the "Unit" or "Units" held by such Member. The Units shall be comprised of Preferred Units (the "Preferred Units") and Common Units (the "Common Units"). Holders of Preferred Units and Common Units shall be

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

TADPOLE TECHNOLOGY
INCORPORATED

By: 
Name: Bernard Hulme
Title: President


John Bannon

Mark Johnston

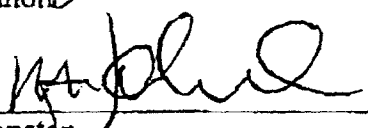
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

TADPOLE TECHNOLOGY
INCORPORATED

By: _____
Name:
Title:



John Bannon



Mark Johnston