

03-03-2003

Form PTO-1595  
(Rev. 03/01) (modified)  
OMB No. 0651-0027 (exp 5/31/2002)

RE



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US DEPARTMENT OF COMMERCE

U.S. Patent And Trademark Office

102379104

To the Honorable Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Airflash, Inc.

2-27-03

Additional name(s) of conveying party(ies) attached?

Yes  No

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

Name: Webraska, Inc.

Address: 12900 Saratoga Avenue

City: Saratoga

State: CA Zip: 95070

3. Nature of Conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other: \_\_\_\_\_

Additional name(s) & address(es) attached?

Yes  No

Execution Date: September 11, 2002

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

If this document is being filed with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

2,574,217

Additional numbers attached?  Yes  No

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

Name: Martin C. Fliesler

Address: Fliesler Dubb Meyer & Lovejoy LLP  
Four Embarcadero Center, Fourth Floor

City: San Francisco

State: CA Zip Code: 94111

6. Total number of registrations involved [1]

7. Total fee (37 CFR 3.41): \$40.00

Check Enclosed

Charge any underpayment or credit any overpayment to the deposit account below.

8. Deposit Account No.: 06-1325

**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.*

Cecily Anne Snyder

Reg. No. 37,448

Signature

20 Feb 03

Date

Total number of pages including cover sheet, attachments, documents: [8]

Mail documents to be recorded with required cover sheet information to: Box Assignment, Commissioner for Patents and Trademarks, Washington, D.C. 20231

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**TRADEMARK**  
**REEL: 002681 FRAME: 0652**

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NCTD:

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**FILED**  
In the Office of the Secretary of State  
of the State of California

SEP 11 2002 *PLS*

**CERTIFICATE OF OWNERSHIP AND MERGER**

**MERGING**

*Bill Jones*  
**BILL JONES, Secretary of State**

**AF ACQUISITION SUB, INC., a California corporation**

**INTO**

**AIRFLASH, INC.,**  
**a California corporation**

Pursuant to Section 1100 of the California General Corporation Law, the undersigned, Nabih Maroun, DOES HEREBY CERTIFY:

**FIRST:** That he is duly qualified and elected Vice President and Chief Financial Officer of AF Acquisition Sub, Inc., a California corporation ("Parent").

**SECOND:** That the name and the state of organization of each of the constituent entities to the merger are as follows:

<u>Name</u>	<u>State of Formation or Organization</u>
AirFlash, Inc.	California
AF Acquisition Sub, Inc.	California

**THIRD:** That Parent owns greater than 90% of the outstanding shares of each class of stock of AirFlash, Inc., a California corporation ("Subsidiary").

**FOURTH:** That on August 20, 2002, the Board of Directors of Parent adopted resolutions authorizing the merger of Parent with and into Subsidiary and adopting the Plan of Short Form Merger attached hereto as Exhibit A, which is incorporated by reference as if fully set forth herein.

**FIFTH:** That on August 20, 2002, the Board of Directors of Subsidiary adopted resolutions authorizing the merger of Parent with and into Subsidiary and adopting the Plan of Short Form Merger attached hereto as Exhibit A, which is incorporated by reference as if fully set forth herein.

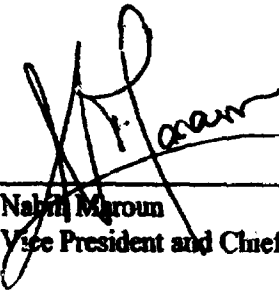
**SIXTH:** That the approval of the shareholders of the merging corporations was not required.

**SEVENTH:** Parent has complied with the applicable provisions of the laws of the State of California under which it is incorporated, and this merger is permitted by such laws.

**EIGHTH:** I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Ownership and Merger as of this 11th day of September, 2002 in Paris, France.



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Nabih Miroun  
Vice President and Chief Financial Officer

*[Signature page to the Certificate of Ownership and Merger]*

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**EXHIBIT A**

**Plan of Short Form Merger**

TRADEMARK

REEL: 002681 FRAME: 0655

**PLAN OF SHORT FORM MERGER OF**

**AIRFLASH, INC.,  
a California corporation**

**and**

**AF ACQUISITION SUB, INC.,  
a California corporation**

THIS PLAN OF SHORT FORM MERGER dated as of August 20, 2002 (the "Plan") is adopted by AirFlash, Inc., a California corporation (the "Subsidiary") and AF Acquisition Sub, Inc., a California corporation ("Parent"). The Subsidiary is a greater than 90% owned subsidiary of Parent. The Subsidiary and Parent are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

WHEREAS, the Subsidiary is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, Parent is a corporation duly organized and existing under the laws of the State of California and is authorized to issue 1,000 shares of common stock ("Parent Common Stock"). As of the date hereof, 1,000 shares of Parent Common Stock are issued and outstanding, 1,000 (100%) of which are held by Webraska Mobile Technologies, a *société anonyme* organized under the laws of France;

WHEREAS, the Board of Directors of the Subsidiary has determined that, for the purpose of effecting the consolidation of the Subsidiary and Parent, it is advisable and in the best interests of the Subsidiary and its shareholders that Parent merge with and into the Subsidiary upon the terms and conditions herein provided;

WHEREAS, Section 1110 of the California General Corporation Law permits the merger of a domestic parent corporation with and into its domestic subsidiary corporation, so long as such domestic parent corporation owns at least 90% of the outstanding shares of the merger subsidiary, and upon the adoption of a resolution to so merge and a Plan of Merger ("Plan") by the Board of Directors of each of such parent corporation and subsidiary corporation, and the execution, acknowledgement and filing by the parent corporation of a certificate of ownership and merger with the Secretary of State of the State of California; and

WHEREAS, the Board of Directors of each of Parent and the Subsidiary has approved this Plan and has directed that this Plan be executed by its undersigned officers;

NOW, THEREFORE, Parent and the Subsidiary hereby adopt this Plan on the terms hereinafter set forth, as follows:

## 1. MERGER

(a) Merger. In accordance with the provisions of this Plan and the California Corporations Code, Parent shall be merged with and into the Subsidiary (the "Merger"), the separate existence of Parent shall cease, the Subsidiary shall survive the Merger and shall continue to be governed by the laws of the State of California, the Subsidiary shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Webraska, Inc.

(b) Filing and Effectiveness. The Merger shall formally occur when a Certificate of Ownership and Merger on behalf of each of the Constituent Corporations shall be filed with the Secretary of State of the State of California as required by Section 1110 of the California Corporations Code.

The date and time when the Merger shall formally occur, as aforesaid, is herein called the "Date of the Merger."

(c) Effect of the Merger. Upon the Date of the Merger, the separate existence of Parent shall cease and the Subsidiary, as the Surviving Corporation, (i) shall continue to possess all of its own assets, rights, powers and property as constituted immediately prior to the Date of the Merger, (ii) shall be subject to all actions previously taken by its own and Parent's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Parent in the manner more fully provided in the applicable provisions of the California Corporations Code, (iv) shall continue to be subject to all of the debts, liabilities and obligations of the Subsidiary as constituted immediately prior to the Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Parent in the same manner as if the Subsidiary had itself incurred them, all as more fully provided under the applicable provisions of the California Corporations Code.

## 2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

(a) Articles of Incorporation. The Articles of Incorporation of Subsidiary as in effect immediately prior to the Date of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law, except that Article I of the Articles of Incorporation of the Surviving Corporation shall be amended on the Date of the Merger to read in its entirety as follows:

"The name of the corporation is Webraska, Inc."

(b) Bylaws. The Bylaws of Subsidiary immediately prior to the Merger shall continue to be the Bylaws of the Surviving Corporation after the Date of the Merger until duly amended in accordance with the provisions thereof and applicable law.

(c) Directors and Officers. The directors and officers of the Subsidiary immediately prior to the Date of the Merger shall continue to 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 Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

### 3. MANNER OF CONVERSION OF PARENT COMMON STOCK

Parent Common Stock. Upon the Date of the Merger, each share of Parent 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 one share of Common Stock of the Surviving Corporation. From and after the Date of the Merger, each certificate formerly representing shares of Parent Common Stock shall only represent the right, when duly endorsed and surrendered, to receive certificates representing shares of the Surviving Corporation's Common Stock as aforesaid.

### 4. NON-PARENT OWNED STOCK OF THE SUBSIDIARY

Subsidiary Common Stock. Upon the Date of the Merger, each share of Subsidiary Common Stock held by any stockholder other than Parent immediately prior to the Date of the Merger shall be cancelled and extinguished and automatically converted into the right to receive cash consideration in the amount of \$0.1286 (the "Conversion Amount"). From and after the Date of the Merger, each certificate formerly representing shares of the Subsidiary that is held by any person or entity shall only represent the right, when duly endorsed and surrendered, to receive cash consideration in the amount set forth herein. After the Date of the Merger, upon each such shareholder's surrender to the Surviving Corporation of a certificate representing outstanding shares of the Subsidiary, and in exchange therefore, each such shareholder shall be entitled to receive promptly thereafter the aggregate Conversion Amount for the shares represented by the surrendered certificate.

### 5. PARENT OWNED STOCK OF THE SUBSIDIARY

Subsidiary Capital Stock. Upon the Date of the Merger, each share of Subsidiary capital stock held by Parent immediately prior to the Date of the Merger shall be cancelled and extinguished.

### 6. GENERAL

(a) Covenants of the Subsidiary. The Subsidiary covenants and agrees that it will, on or before the Date of the Merger, take such other actions as may be required by the California Corporations Code to effectuate the Merger.

(b) Further Assurances. From time to time, as and when required by the Subsidiary or by its successors or assigns, there shall be executed and delivered on behalf of Parent such deeds and other instruments, and there shall be taken or caused to be taken by the Subsidiary 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 the Subsidiary the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Parent and otherwise to carry out the purposes of this Plan, and the officers and directors of the Subsidiary are fully authorized in the name and on behalf of Parent or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

(c) Governing Law. This Plan shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of California.

(d) Counterparts. In order to facilitate the filing and recording of this Plan, 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.

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