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102472436

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

1. Name of conveying party(ies): ENTERCEPT **6-9-03**  
 Entercept Security Technologies, Inc.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: Network Entercept, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 3965 Freedom Circle  
 City: Santa Clara State: CA ZIP: 95054

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

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

(Designations must be a 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: April 29, 2003

4. Application number(s) or patent number(s):  
 A. Trademark Application No.(s)  
75/832061 ENTERCEPT

B. Trademark Registration No.(s)  
 2,201,010 CLICKNET  
 2,449,196 DESIGN (E)  
 2,717,942 ENTERCEPT  
 2,695,347 SECURESELECT

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Joseph G. Adams  
 Internal Address: Wilson, Sonsini, Goodrich & Rosati  
 \_\_\_\_\_  
 Street Address: 650 Page Mill Road  
 \_\_\_\_\_  
 City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved:.....5

7. Total fee (37 CFR 3.41)..... \$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-2415 Attn: 18974-900  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. **40.00 OF**  
**01 RELEASE** **100.00 OF**  
**02 RELEASE**  
 \_\_\_\_\_  
 Joseph G. Adams  
 Name of Person Signing

*the foregoing information is true and correct and any attached copy is a true copy of the original document.*

[Signature] **6-5-03**  
 Signature Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

APR 29 2003

## AGREEMENT OF MERGER

**KEVIN SHELLEY**  
Secretary of State

AGREEMENT OF MERGER (this "Agreement"), dated as of April 23, 2003, by and among Networks Associates, Inc., a Delaware corporation ("Networks"), Center Acquisition Corp., a California corporation and a wholly owned subsidiary of Networks ("Merger Sub"), and Entercept Security Technologies, Inc., a California corporation (the "Company").

## RECITALS

A. The Boards of Directors of Networks, Merger Sub and the Company deem it advisable for their respective corporations and the shareholders of Networks, Merger Sub and the Company that Merger Sub be merged with and into the Company in accordance with this Agreement (the "Merger");

B. To effectuate the Merger, Networks, Merger Sub and the Company have entered into that certain Agreement and Plan of Reorganization, dated as of April 3, 2003, by and among Networks, Merger Sub and the Company (the "Agreement and Plan of Reorganization").

C. The Agreement and Plan of Reorganization and this Agreement are intended to be construed together in order to effectuate their purposes.

D. The Boards of Directors of Networks, Merger Sub and the Company, and the shareholders of the Company and Merger Sub, have duly approved and adopted this Agreement, the Agreement and Plan of Reorganization, and the Merger.

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

ARTICLE I

## THE MERGER

1.1 Merger; Effective Time of the Merger. Subject to the terms and conditions of this Agreement and pursuant to the California General Corporation Law, Merger Sub will be merged with and into the Company, with the Company to be the surviving corporation (the Company after the Merger is sometimes referred to herein as the "Surviving Corporation"). The Merger will be effective (the "Effective Time") on the date upon which this Agreement and all required officers' certificates and other appropriate documents are filed with the Secretary of State of the State of California pursuant to Section 1103 of the California Corporations Code.

1.2 Effects of the Merger. At the Effective Time, the Merger will have all of the effects provided by the California General Corporation Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time: (a) the separate existence of Merger Sub will cease and Merger Sub will be merged with and into the Company, and the Company will become the Surviving Corporation pursuant to the terms of this Agreement; (b) the Amended and Restated Articles of Incorporation of the Company will be amended as set forth on Exhibit 1 attached hereto; (c) the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of the Company and Merger Sub shall become debts, liabilities, obligations, restrictions and duties of the Surviving Corporation; and (d) the Board of Directors and executive officers of Merger Sub will become the Board of Directors and executive officers of the Surviving Corporation.

1.3 Name. The name of the Surviving Corporation will be Network Intercept, Inc.

## ARTICLE II

### EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE COMPANY AND MERGER SUB

2.1 Effect on Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of any holder of shares of capital stock of the Company or Merger Sub:

(a) Conversion of Capital Stock of Merger Sub. Each share of Common Stock of Merger Sub issued and outstanding immediately prior to the Effective Time will be converted into and exchanged for 1 (one) duly authorized, validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation.

(b) Company Preferred Stock. Subject to the Indemnity Arrangements applicable to Company Preferred Stock (other than Series A and B Preferred Stock) described in Section 2.1(f), each share of Company Preferred Stock (the "Company Preferred Stock") issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive an amount per share (the "Applicable Preferred Per Share Consideration") equal to \$1.25 for shares of Series A Preferred Stock, \$1.55 for shares of Series B Preferred Stock, \$1.8394278457 for shares of Series C Preferred Stock, \$3.1066922424 for shares of Series D Preferred Stock and \$2.4772659557 for shares of Series A-1 Preferred Stock. Each share of Company Preferred Stock held in the treasury of the Company will be cancelled and retired without payment of any consideration therefor.

(c) Company Common Stock. Subject to the Indemnity Arrangements described in Section 2.1(f), each share of Company Common Stock (the "Company Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into and represent the right to receive an amount per share (the "Per Share Common Merger Consideration") equal to the quotient of:

(x) \$2,700,000, divided by

(y) the aggregate number of shares of Company Common Stock outstanding immediately prior to the Effective Time (including Dissenting Shares (as defined below) but not including shares of Company Common Stock held in the treasury of the Company or by Networks or by Merger Sub immediately prior to the Effective Time).

Each share of Company Common Stock held in the treasury of the Company and each share of Company Common Stock held by Networks or by Merger Sub immediately prior to the Effective Time will be cancelled and retired without payment of any consideration therefor.

(d) Company Warrants. Subject to the Indemnity Arrangements described in Section 2.1(f), at the Effective Time, each then outstanding warrant to acquire one (1) share of Company Preferred Stock (a "Company Preferred Warrant") shall be cancelled and extinguished and the holder thereof shall be entitled to receive, in respect of such Company Preferred Warrant, a dollar amount equal to the excess, if any, of (x) the Applicable Preferred Per Share Consideration over (y) the exercise price per share of such Company Preferred Warrant. At the Effective Time, subject to the Indemnity Arrangements described in Section 2.1(f), each then outstanding warrant to acquire one (1) share of Company Common Stock ("Company Common Warrants") shall be canceled and extinguished and the holder thereof shall be entitled to receive, in respect of such Company Common Warrant, a dollar amount equal to the excess, if any, of (x) the Per Share Common Merger Consideration over (y) the exercise price per share of such Company Common Warrant. Prior to the Effective Time, Company shall take all action necessary to effect the transactions contemplated by this Section 2.1(d) under the terms of the Company Warrants including, the giving of any notice required by this Section 2.1(d) or under any plan or agreement relating to the Company Warrants. Any amounts payable pursuant to this Section 2.1(d) shall be subject to any required withholding of taxes and shall be paid without interest.

(e) Cancellation of Company Options. All outstanding options to purchase shares of Company Common Stock shall be cancelled as of the Effective Time.

(f) Indemnity Escrow. At the Effective Time, Networks shall deposit an amount of \$20,400,000 (the "Escrow Amount") into an escrow account established with U.S. Bank, National Association as escrow agent, for purposes of Merger Consideration adjustments and indemnification claims by Networks (the "Indemnity Arrangements"). Each holder of Company Common Stock, Company Preferred Stock (excluding Series A and B Preferred Stock) and Company Warrants immediately prior to the Effective Time shall have an interest in the Escrow Amount which is, subject to adjustment, in proportion to the amount contributed to the Escrow Amount on such holder's behalf at the Effective Time.

(g) Dissenters' Rights. If holders of the issued and outstanding shares of Company Common Stock and Company Preferred Stock have perfected and are entitled to dissenters' rights pursuant to Chapter 13 of the California Corporations Code and have not lost such dissenters' rights in connection with the Merger (the "Dissenting Shares"), then such holders may require the Surviving Corporation to purchase for cash at their fair market value the

shares owned by the shareholder which are Dissenting Shares. All Dissenting Shares held by shareholders who have failed to perfect or who have lost or effectively withdrawn their dissenters' rights with respect to such shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Time, the right to receive cash in accordance with Sections 2.1(b) and 2.1(c).

### ARTICLE III

#### TERMINATION

3.1 Termination. This Agreement may be terminated and the proposed Merger abandoned at any time prior to the Effective Time, whether before or after approval and adoption of the Merger and the Agreement and Plan of Reorganization by the respective shareholders of the Company and Merger Sub, by either party hereto upon (a) termination of the Agreement and Plan of Reorganization or (b) by the mutual consent of the Company and Networks in writing, if the board of directors of each so determines by vote of a majority of the members of its entire board.

### ARTICLE IV

#### APPROVAL OF THE MERGER

4.1 Approval. The respective Boards of Directors of Networks, Merger Sub and the Company have duly approved and adopted this Agreement, the Agreement and Plan of Reorganization, and the Merger. The holders of (i) a majority of the shares of Company Common Stock, voting as a separate class; (ii) 66-2/3% of the outstanding shares of Series C Preferred Stock of the Company, voting as a separate class; (iii) 66-2/3% of the outstanding shares of Series A-1 Preferred Stock of the Company, voting as a separate class; and (iv) the number of shares of Company Preferred Stock, voting as a separate class, that represent, upon conversion into Company Common Stock, a majority of the shares of Company Common Stock into which all shares of Company Preferred Stock are entitled to convert, have duly approved and adopted the principal terms of this Agreement, the Agreement and Plan of Reorganization, and the Merger. The holder of all the outstanding capital stock of Merger Sub has duly approved and adopted the principal terms of this Agreement, the Agreement and Plan of Reorganization, and the Merger.

### ARTICLE V

#### MISCELLANEOUS

5.1. Entire Agreement; Amendments. This Agreement, the Agreement and Plan of Reorganization, and the schedules, exhibits and agreements referred to herein and therein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect thereto.

No addition to or modification of any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

5.2. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives and permitted assigns.

5.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of law principles thereof.

5.4. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

ENTERCEPT SECURITY TECHNOLOGIES, INC.

By: Lou Ryan

Name: Lou Ryan

Its: President

ENTERCEPT SECURITY TECHNOLOGIES, INC.

By: David Worthington

Name: David Worthington

Its: Secretary

CENTER ACQUISITION CORP.

By: \_\_\_\_\_

Name: Sandra England

Its: President and Chief Executive Officer

CENTER ACQUISITION CORP.

By: \_\_\_\_\_

Name: Kent Roberts

Its: Vice President and Secretary

NETWORKS ASSOCIATES, INC.

By: \_\_\_\_\_

Name: Sandra England

Its: Executive Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**ENTERCEPT SECURITY TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: Lou Ryan

Its: President

**ENTERCEPT SECURITY TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: David Worthington

Its: Secretary

**CENTER ACQUISITION CORP.**

By: *Sandra England*

Name: Sandra England

Its: President and Chief Executive Officer

**CENTER ACQUISITION CORP.**

By: \_\_\_\_\_

Name: Kent Roberts

Its: Vice President and Secretary

**NETWORKS ASSOCIATES, INC.**

By: *Sandra England*

Name: Sandra England

Its: Executive Vice President



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**ENTERCEPT SECURITY TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: Lou Ryan

Its: President

**CENTER ACQUISITION CORP.**

By: \_\_\_\_\_

Name: Sandra England

Its: President and Chief Executive Officer

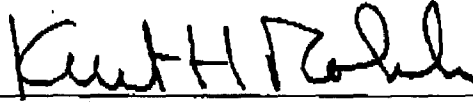
**ENTERCEPT SECURITY TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: David Worthington

Its: Secretary

**CENTER ACQUISITION CORP.**

By: 

Name: Kent Roberts

Its: Vice President and Secretary

**NETWORKS ASSOCIATES, INC.**

By: \_\_\_\_\_

Name: Sandra England

Its: Executive Vice President

Exhibit 1

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
ENTERCEPT SECURITY TECHNOLOGIES, INC.,  
A CALIFORNIA CORPORATION

ARTICLE I

The name of the corporation is Network Entercept, Inc. (the "Corporation").

ARTICLE 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.

ARTICLE III

The name in the State of California of this corporation's agent for service of process is CT Corporation System.

ARTICLE IV

This Corporation is authorized to issue one (1) class of stock, designated "Common Stock." The total number of shares of Common Stock which this corporation is authorized to issue is 1,000 shares.

ARTICLE V

Section 1. Limitation of Director's Liability.

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

Section 2. Indemnification of Corporate Agents.

The Corporation is authorized to provide indemnification for agents (as defined in Section 317 of the California Corporations Code) of the corporation to the fullest extent permissible under the Californian law.

Section 3. Repeal or Modification.

Any repeal or modification of the foregoing provisions of this Article V by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

**CENTER ACQUISITION CORP.****OFFICERS' CERTIFICATE OF APPROVAL OF AGREEMENT OF  
MERGER**

The undersigned, Sandra England, President of Center Acquisition Corp. and Kent Roberts, Vice President and Secretary of Center Acquisition Corp., do hereby certify that:

1. They are the President and Secretary of Center Acquisition Corp., a California corporation ("Merger Sub").

2. The principal terms of the Agreement of Merger in the form attached (the "Agreement of Merger") providing for the merger (the "Merger") of Merger Sub with and into Entercept Security Technologies, Inc., a California corporation, were duly approved by the sole director and the sole shareholder of Merger Sub.

3. There were 1,000 shares of Common Stock of Merger Sub issued and outstanding, all of which were entitled to vote upon the Merger. A vote of more than 50% of the outstanding shares of Common Stock of Merger Sub was required to approve the Merger.

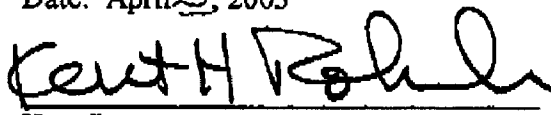
4. The principal terms of the Agreement of Merger were approved by the consent of Merger Sub's sole shareholder, holding one hundred percent (100%) of the Company's issued and outstanding shares, which vote exceeded the vote required.

The undersigned further declares 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 her or his own knowledge.

Date: April 23, 2003

\_\_\_\_\_  
Sandra England  
President

Date: April 23, 2003

  
\_\_\_\_\_  
Kent Roberts  
Vice President and Secretary

**CENTER ACQUISITION CORP.****OFFICERS' CERTIFICATE OF APPROVAL OF AGREEMENT OF  
MERGER**

The undersigned, Sandra England, President of Center Acquisition Corp. and Kent Roberts, Vice President and Secretary of Center Acquisition Corp., do hereby certify that:

1. They are the President and Secretary of Center Acquisition Corp., a California corporation ("Merger Sub").
2. The principal terms of the Agreement of Merger in the form attached (the "Agreement of Merger") providing for the merger (the "Merger") of Merger Sub with and into Intercept Security Technologies, Inc., a California corporation, were duly approved by the sole director and the sole shareholder of Merger Sub.
3. There were 1,000 shares of Common Stock of Merger Sub issued and outstanding, all of which were entitled to vote upon the Merger. A vote of more than 50% of the outstanding shares of Common Stock of Merger Sub was required to approve the Merger.
4. The principal terms of the Agreement of Merger were approved by the consent of Merger Sub's sole shareholder, holding one hundred percent (100%) of the Company's issued and outstanding shares, which vote exceeded the vote required.

The undersigned further declares 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 her or his own knowledge.

Date: April 23, 2003

  
\_\_\_\_\_  
Sandra England  
President

Date: April 23, 2003

\_\_\_\_\_  
Kent Roberts  
Vice President and Secretary

**ENTERCEPT SECURITY TECHNOLOGIES, INC.****OFFICERS' CERTIFICATE OF APPROVAL**  
**OF**  
**AGREEMENT OF MERGER**

The undersigned, Lou Ryan, President and Chief Executive Officer of Entercept Security Technologies, Inc., and David Worthington, Secretary and Chief Financial Officer of Entercept Security Technologies, Inc., do hereby certify that:

1. They are the President and Chief Executive Officer and Secretary and Chief Financial Officer, respectively, of Entercept Security Technologies, Inc., a California corporation (the "Company").

2. The principal terms of the Agreement of Merger in the form attached (the "Agreement of Merger") providing for the merger (the "Merger") of Center Acquisition Corp., a California corporation, with and into the Company were duly approved by the Board of Directors and shareholders of the Company.

3. The outstanding shares of the Company entitled to vote on the Merger consisted of 1,600,000 shares of Series A Preferred Stock, 875,680 shares of Series B Preferred Stock, 4,898,259 shares of Series C Preferred Stock, 3,535,646 shares of Series D Preferred Stock, 28,823,688 shares of Series A-1 Preferred Stock and 13,142,674 shares of Common Stock. Pursuant to the Company's Articles of Incorporation and the California Corporations Code, the affirmative vote required is (i) a majority of the outstanding shares of Common Stock, voting separately as a class; (ii) at least 66-2/3% of the outstanding shares of Series C Preferred Stock, voting separately as a class; (iii) at least 66-2/3% of the outstanding shares of Series A-1 Preferred Stock, voting separately as a class; and (iv) a number of shares of all the series of Preferred Stock, voting together as a single class, that represent, upon conversion into Common Stock, a majority of the shares of Common Stock into which shares of Preferred Stock are entitled to convert.

4. The principal terms of the Agreement of Merger were approved by the holders of (i) at least a majority of the outstanding shares of Common Stock, voting separately as a class; (ii) at least 66-2/3% of the outstanding shares of Series C Preferred Stock, voting separately as a class; (iii) at least 66-2/3% of the outstanding shares of Series A-1 Preferred Stock, voting separately as a class; and (iv) a number of shares of all the series of Preferred Stock, voting together as a single class, that represent, upon conversion into Common Stock, at least a majority of the shares of Common Stock into which shares of Preferred Stock are entitled to convert. This vote exceeded the votes required.

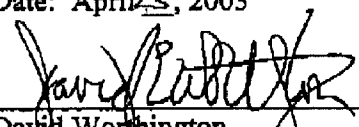
The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Date: April 23, 2003



\_\_\_\_\_  
Lou Ryan  
President and Chief Executive Officer

Date: April 23, 2003



\_\_\_\_\_  
David Worthington  
Secretary and Chief Financial Officer



TOTAL P. 04