

08-28-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨

EET U.S. DEPARTMENT OF COMMERCE Y U.S. Patent and Trademark Office



102536974

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

1. Name of conveying party: Handspring, Inc.
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State of California
Other

2. Name and address of receiving party:
Name: Handspring, Inc.
Street Address: 189 Bernardo Avenue
City: Mountain View State: California
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State of Delaware
Other

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: April 26, 2000

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

4. Application number(s) or registration number(s):
A. Trademark Application No. 76/307,493
B. Trademark Registration Nos. 2,683,962 2,532,915 2,488,788
2,605,441 2,530,652 2,488,548
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41) \$190.00
[X] Enclosed
[X] Authorized to be charged to deposit account, if necessary
8. Deposit account number: 52-0261

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Connie L. Ellerbach, Esq.
Internal Address: Fenwick & West LLP
Silicon Valley Center
Street Address: 801 California Street
City: Mountain View State: California Zip: 94041

08/28/2003 LMUELLER 00000065 76307493
01 FC:8321 40.00 OP
02 FC:8322 150.00 OP

DO NOT USE THIS SPACE

9. Signature:
Connie L. Ellerbach, Esq.
Name of Person Signing

Signature: Connie Ellerbach

August 25, 2003
Date

Express Mail mailing label No. EV 255 746 849 945 (including cover sheet, attachments, and document): 7

Date of Deposit 8/25 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Postal Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Assistant Commissioner for Trademark, 2900 Crystal Dr. Arlington, VA 22202-3513.

LARISA BURSHTEYN
(Type or Print Name of Person Mailing Paper or Fee)
Signature of Person Mailing Paper or Fee

21495/00070/DOCS/1372696.1

TRADEMARK
REEL: 002812 FRAME: 0498

FINANCE SECTION
8-25-03

OFFICE OF PUBLIC RECORDS
2003 AUG 25 PM 3:30
FINANCE SECTION

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"HANDSPRING, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "HANDSPRING, INC. (DELAWARE)" UNDER THE NAME OF "HANDSPRING, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTEENTH DAY OF MAY, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

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AUTHENTICATION: 0442027

DATE: 05-17-00

TRADEMARK
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Merger Agreement*") is entered into as of April 26, 2000 by and between Handspring, Inc., a California corporation ("*Handspring California*"), and Handspring, Inc. (Delaware), a Delaware corporation ("*Handspring Delaware*"). Handspring California and Handspring Delaware are hereinafter sometimes collectively referred to as the "*Constituent Corporations*".

RECITALS

A. J.D. Technology, Inc., the predecessor to Handspring California, was incorporated ~~on July 29, 1998. JD Technology ultimately changed its name to Handspring, Inc. on November~~ 9, 1998. The current authorized capital stock of Handspring California consists of: (i) 105,000,000 shares of common stock, no par value ("*Handspring California Common Stock*"), of which 49,228,635 shares are issued and outstanding and (ii) 9,300,000 shares of preferred stock, no par value ("*Handspring California Preferred Stock*"), of which 9,005,430 shares are issued and outstanding, consisting of 8,300,000 shares of Series A Preferred Stock and 1,000,000 shares of Series B Preferred Stock.

B. Handspring Delaware was incorporated on March 27, 2000. Its authorized capital stock consists of one thousand shares of common stock, par value \$0.001 per share ("*Handspring Delaware Common Stock*"), of which one thousand shares are issued and outstanding.

C. The respective Boards of Directors of Handspring California and Handspring Delaware deem it advisable and to the advantage of each of the Constituent Corporations that Handspring California merge with and into Handspring Delaware upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a change of the state of incorporation of Handspring California from California to Delaware.

D. The Boards of Directors of each of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that Handspring California shall merge with and into Handspring Delaware on the following terms, conditions and other provisions:

1. Merger and Effective Time. At the Effective Time, as defined below, Handspring California shall be merged with and into Handspring Delaware (the "*Merger*"), and Handspring Delaware shall be the surviving corporation of the Merger (the "*Surviving Corporation*"). The Merger shall become effective upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of California, or upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of Delaware, whichever later occurs (the "*Effective Time*").

2. Effect of Merger. At the Effective Time, the separate corporate existence of Handspring California shall cease, the corporate identity, existence, powers, rights and

immunities of Handspring Delaware as the Surviving Corporation shall continue unimpaired by the Merger, and Handspring Delaware shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of Handspring California, all without further act or deed.

3. Name Change; Governing Documents. At the Effective Time, (i) the Certificate of Incorporation of Handspring Delaware in effect immediately prior to the Effective Time shall be amended and restated by virtue of the Merger to read as set forth in full in Exhibit "A" hereto (the "First Restated Certificate") and (ii) the Bylaws of Handspring Delaware in effect immediately prior to the Effective Time shall be amended and restated by virtue of the ~~Merger as approved by the Board of Directors of Handspring Delaware.~~

4. Directors and Officers. At the Effective Time, the directors of Handspring Delaware shall be and become the directors of the Surviving Corporation, and the officers of Handspring California shall be and become the officers, holding the same offices, of the Surviving Corporation, and after the Effective Time shall serve in accordance with the First Restated Certificate and Bylaws of the Surviving Corporation.

5. Conversion of Shares of Handspring California. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share of Handspring California Common Stock issued and outstanding immediately prior thereto shall be converted into one fully paid and nonassessable share of Handspring Delaware Common Stock, (ii) each share of Handspring California Series A Preferred Stock issued and outstanding immediately prior thereto shall be automatically converted into one fully paid and nonassessable share of Handspring Delaware Series A Preferred Stock, and (iii) each share of Handspring California Series B Preferred Stock outstanding immediately prior thereto shall be automatically converted into one fully paid and nonassessable share of Handspring Delaware Series B Preferred Stock.

6. Cancellation of Shares of Handspring Delaware. At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, all of the previously issued and outstanding shares of Handspring Delaware Common Stock that were issued and outstanding immediately prior to the Effective Time shall be automatically canceled and returned to the status of authorized but unissued shares of Handspring Delaware Common Stock.

7. Stock Certificates. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of Handspring California Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of Handspring Delaware Common Stock into which such shares of Handspring California Common Stock are converted as provided herein. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of a series of Handspring California Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of the series of preferred stock, \$0.001 par value of Handspring Delaware ("Handspring Delaware Preferred Stock") into which such shares of Handspring California Preferred Stock are converted as provided herein. The registered owner on the books and records of Handspring California of any such outstanding stock certificate for Handspring

California Common Stock or Handspring California Preferred Stock shall, until such certificate is surrendered for transfer or otherwise accounted for to Handspring Delaware or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Handspring Delaware Common Stock or Handspring Delaware Preferred Stock evidenced by such outstanding certificate as provided above.

8. **Assumption of Options and Warrants.** At the Effective Time, all outstanding and unexercised portions of all options to purchase Handspring California Common Stock under the Handspring California 1998 Equity Incentive Plan, as amended from time to time, and the Handspring California 1999 Executive Equity Incentive Plan, as amended from time to time ~~(collectively, the Existing Plans) and all other outstanding options to purchase Handspring~~ California Common Stock shall be assumed by Handspring Delaware and become options to purchase the same number of shares of Handspring Delaware Common Stock at the same exercise price per share but otherwise shall, to the extent permitted by law and otherwise reasonably practicable, have the same term, exercisability, vesting schedule, status as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), if applicable, and all other material terms and conditions, including but not limited to the terms and conditions applicable to such options by virtue of the Existing Plan. The continuous employment with Handspring California will be credited to an optionee for purposes of determining the vesting of the number of shares of Handspring Delaware Common Stock subject to exercise under an assumed Handspring California option at the Effective Time. At the Effective Time, Handspring Delaware also shall adopt and assume the Existing Plans. Additionally, at the Effective Time, all outstanding and unexercised portions of all warrants or other rights to purchase or acquire Handspring California Common Stock or any series of Handspring California Preferred Stock shall be assumed by Handspring Delaware and become warrants or other rights to purchase or acquire the same number of shares of Handspring Delaware Common Stock or the corresponding series of Handspring Delaware Preferred Stock, as the case may be, at the same exercise price per share but otherwise shall have the same term, exercisability and all other material terms and conditions.

9. **Fractional Shares.** No fractional shares of Handspring Delaware Common Stock or Handspring Delaware Preferred Stock will be issued in connection with the Merger.

10. **Employee Benefit Plans.** At the Effective Time, the obligations of Handspring California under or with respect to every plan, trust, program and benefit then in effect or administered by Handspring California for the benefit of the directors, officers and employees of Handspring California or any of its subsidiaries shall become the lawful obligations of Handspring Delaware and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, Handspring Delaware hereby expressly adopts and assumes all obligations of Handspring California under such employee benefit plans.

11. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Handspring California such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to

and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Handspring California, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of Handspring California, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

12. Condition. The consummation of the Merger is subject to the approval, prior to or at the Effective Time, of this Merger Agreement and the Merger contemplated hereby by the shareholders of Handspring California and by the sole stockholder of Handspring Delaware.

~~13. Abandonment. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of Handspring California or Handspring Delaware, notwithstanding approval of this Merger Agreement by the shareholders of Handspring California and the sole stockholder of Handspring Delaware.~~

14. Amendment. At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the shareholders of Handspring California and the sole stockholder of Handspring Delaware; provided, however, that any amendment made subsequent to the adoption of this Merger Agreement by the shareholders of Handspring California or the sole stockholder of Handspring Delaware shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of any class or series of Handspring California; (ii) alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of Handspring California or Handspring Delaware.

15. Tax-Free Reorganization. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

16. Governing Law. This Merger Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to the principles of conflicts of law or choice of laws, except to the extent that the laws of the State of Delaware would apply in matters relating to the internal affairs of Handspring Delaware and the Merger.


17. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

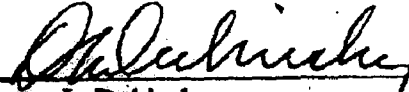
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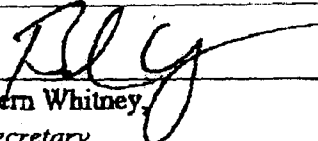
IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be duly executed on the date and year first above written.

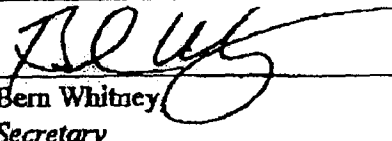
HANDSPRING, INC.

HANDSPRING, INC. (DELAWARE)

By: 
Donna L. Dubinsky,
President and Chief Executive Officer

By: 
Donna L. Dubinsky,
President and Chief Executive Officer

By: 
Bern Whitney,
Secretary

By: 
Bern Whitney,
Secretary

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]