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



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

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

1. Name of conveying party(ies):  
 Expertcity.com, Inc.

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

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: March 5, 2004

2. Name and address of receiving party(ies)  
 Name: Citrix Online, LLC  
 Internal  
 Address: \_\_\_\_\_  
 Street Address: 5385 Hollister Avenue  
 City: Santa Barbara State: CA Zip: 93111

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other: Limited Liability Company, Delaware

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.(s)  
78370411 Mark: "ACCESS YOUR PC FROM ANYWHERE"  
78354028 Mark: "ALL YOU CAN MEET"  
78302380 Mark: "GOTOASSIST"  
78302384 Mark: "GOTOMEETING"  
78302372 Mark: "GOTOMYPC POCKETVIEW"  
78302368 Mark: "POCKETVIEW"

B. Trademark Registration No.(s)  
2545214 Mark: "BUDDYHELP"  
2679115 Mark: "DESKTOPSTREAMING"  
2545215 Mark: "EXPERTCITY"  
2466402 Mark: "EXPERTCITY"  
2772971 Mark: "GOTOMYPC"  
2614585 Mark: "LIKE BEING THERE"

OPR/FINANCE  
 2004 JUL 16 AM 8:04

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Testa, Hurwitz & Thibault, LLP  
 Internal Address: Attn: Trademark Administrator  
 Street Address: 125 High Street, High Street Tower  
 City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: ... 12 .....

7. Total fee (37 CFR 3.41) ..... \$ 315

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-0531

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

( 07/19/2004 DBYRNE 00000011 78370411  
 01 FC:8521 40.00 OP  
 02 FC:8522 275.00 OP )

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.*

Kerry M. Regan  
Name of Person Signing

  
Signature

7 14 04  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P. O. Box 1450  
Alexandria, VA 22313-1450

# Delaware

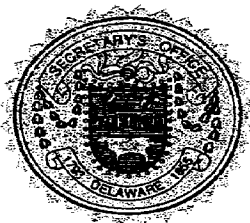
PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"EXPERTCITY.COM, INC.", A DELAWARE CORPORATION,

WITH AND INTO "CITRIX ONLINE LLC" UNDER THE NAME OF "CITRIX ONLINE LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTH DAY OF MARCH, A.D. 2004, AT 1:17 O'CLOCK P.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2973437

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040168714

DATE: 03-08-04

TRADEMARK  
REEL: 003009 FRAME: 0425

**CERTIFICATE OF MERGER**

**FOR THE MERGER**

**OF**

**Expertcity.com, Inc.  
(a Delaware corporation)**

**WITH AND INTO**

**Citrix Online LLC  
(a Delaware limited liability company)**

\*\*\*\*\*

Pursuant to Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "LLC Act"), Citrix Online LLC, a limited liability company formed and existing under and by virtue of the LLC Act and the surviving entity in the merger contemplated herein (sometimes referred to herein as "Citrix Online" or the "Surviving Entity"), DOES HEREBY CERTIFY:

**FIRST.** That the name and jurisdiction of formation or incorporation, as applicable, of each of the constituent entities of the merger is as follows:

| <u>NAME</u>                         | <u>JURISDICTION OF<br/>FORMATION/INCORPORATION</u> |
|-------------------------------------|--|
| Citrix Online LLC                   | Delaware   |
| Expertcity.com, Inc. ("Expertcity") | Delaware   |

**SECOND.** That an Agreement and Plan of Merger (referred to herein as the "Agreement"), dated as of March 5, 2004, by and among Citrix Online and Expertcity setting forth the terms and conditions of the merger of Expertcity with and into Citrix Online has been approved and executed by each of Citrix Online and Expertcity in accordance with the requirements of subsection (c)(2) of Section 18-209 of the LLC Act.

**THIRD.** The name of the surviving entity is "Citrix Online LLC".

**FOURTH.** That the executed Agreement is on file at the principal place of business of the Surviving Entity. The address of the principal place of business of the Surviving Entity is 5385 Hollister Avenue, Santa Barbara, CA 93111.

**FIFTH.** That a copy of the Agreement will be furnished by the Surviving Entity, on request and without cost, to any stockholder of Expertcity or any member Citrix Online.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Citrix Online, the surviving entity, has caused this Certificate of Merger to be signed by its authorized officer, this 5th day of March, 2004, and such authorized officer acknowledges that such signature is made on behalf of the Surviving Entity and that the facts stated herein are true and correct as of the date hereof.

CITRIX ONLINE LLC

By: Citrix Systems, Inc.,  
its Manager

By: /s/ David J. Henshall  
Name: David J. Henshall  
Title: Chief Financial Officer

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of the 5th day of March, 2004, by and between Expertcity.com, Inc., a corporation organized under the laws of the State of Delaware ("Expertcity"), and Citrix Online LLC a limited liability company organized under the laws of the State of Delaware (the "LLC"). The two entities are hereinafter sometimes called the "Constituent Companies." Expertcity is hereinafter also sometimes referred to as the "Merged Company," and the LLC is hereinafter also sometimes referred to as the "Surviving Entity."

### WITNESSETH

WHEREAS, the Constituent Companies deem it advisable and generally to the welfare of the Constituent Companies that Expertcity be merged with and into the LLC under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of Delaware;

WHEREAS the LLC, by its Operating Agreement dated December 17, 2003, has one class of membership interests, all of which are owned by Citrix Systems, Inc., whose address is 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309;

WHEREAS, Expertcity has authorized capital stock of 1,000 shares of common stock, \$.001 par value per share (the "Company Common Stock"), of which 1,000 shares of such common stock are now issued and outstanding.

WHEREAS, the registered office of Expertcity in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801; and the registered office of the LLC in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801.

NOW, THEREFORE, the Constituent Companies, parties to this Agreement and Plan of Merger (the "Merger Agreement"), in consideration of the mutual covenants, agreements and

provisions hereinafter contained, do hereby prescribe the terms and conditions of this Merger Agreement and the mode of carrying the same into effect as follows:

FIRST: Expertcity shall be and hereby is merged into the LLC, which shall be the Surviving Entity. On the effective date of the merger (the "Merger") provided for in this Merger Agreement, the separate existence of Expertcity shall cease in accordance with applicable law. The name of the surviving entity shall be Citrix Online LLC. The principal place of business of the Surviving Entity is located at 5385 Hollister Avenue, Santa Barbara, CA 93111.

SECOND: The terms and conditions of the Merger are as follows:

(a) The Operating Agreement of the LLC as it shall exist on the effective date of the Merger shall be and remain the Operating Agreement of the Surviving Entity until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) At the effective time of the merger, each share of common stock of Expertcity issued and outstanding immediately prior to the effective time will, by virtue of the merger and without any action on the part of the holder thereof, be converted into an increase in the capital contribution to the LLC by the holder of such share, such increase to equal the amount paid by such holder for such share.

(c) At and after the effective date of the Merger, the Manager of the LLC as it exists on the effective date of the Merger shall be and remain the Manager of the Surviving Entity.

(d) At and after the effective date of the Merger, the Surviving Entity shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Companies; all debts due to either of the Constituent Companies on whatever account, as well as for stock and membership interest subscriptions, shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Companies shall be as effectively the property of the Surviving Entity as they were of either of the respective Constituent Companies; the title to



any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Entity; the title to any bank accounts in either of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; the Surviving Entity agrees to be bound by and will assume the obligations, as applicable, set forth in Section 6.18 of the Agreement and Plan of Merger dated as of December 18, 2003 by and among Citrix Systems, Inc., Expertcity.com, Inc. and EAC Acquisition Corporation; and the Surviving Entity shall indemnify and hold harmless the officers and directors of each of the Constituent Companies against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

(e) As and when requested by the Surviving Entity or by its successors or assigns, the Merged Company will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Entity may deem necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of any property of either of the Constituent Companies acquired by the Surviving Entity by reason or as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Company and the officers and directors of the Surviving Entity are fully authorized in the name of the Merged Company or otherwise to take any and all such action.

(f) This Merger Agreement shall be submitted to the sole stockholder or sole member, as applicable, of each of the Constituent Companies as and to the extent provided by law. The Merger shall take effect when any and all documents or instruments necessary to perfect the Merger, pursuant to the requirements of the Limited Liability Company Act of the

State of Delaware and the General Corporation Law of the State of Delaware, are accepted for filing by the appropriate offices of the State of Delaware.

(g) This Merger Agreement may be terminated or abandoned by (i) either Constituent Company, by written action of the Manager, in the case of the LLC, or a member of the Board of Directors, in the case of Expertcity, at any time prior to its adoption by the sole stockholder or sole member, as applicable, of each of the Constituent Companies as and to the extent provided by law, or (ii) the mutual consent of the Constituent Companies, by written action of the Manager of the LLC and a member of the Board of Directors of Expertcity, at any time after such adoption by such sole stockholder and sole member and prior to the effective date of the Merger for any reason or for no reason. In the event of such termination or abandonment, this Merger Agreement shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Companies or of the Manager of the LLC or the Board of Directors of Expertcity.

(h) All corporate acts, plans, policies, approvals and authorizations of Expertcity, its Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Company and shall be effective and binding thereon as they were on Expertcity.

(i) From the effective date of the Merger, the officers and directors of the Surviving Entity are hereby authorized in the name of the companies that were the Constituent Companies to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Entity any property or rights of either of the Constituent Companies or to carry out the purposes of this Merger Agreement.

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