

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/27/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Google Technology Inc.		08/27/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Google Inc.
Doing Business As:	DBA Google Inc.
Street Address:	1600 Amphitheatre Parkway
Internal Address:	Building 41
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75554461	GOOGLE

CORRESPONDENCE DATA

Fax Number: (650)618-8571
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-623-4560
 Email: trademarks@google.com
 Correspondent Name: Rose Hagan - Google
 Address Line 1: 1600 Amphitheatre Parkway
 Address Line 2: Building 41
 Address Line 4: Mountain View, CALIFORNIA 94043

NAME OF SUBMITTER:	Karen Robertson
Signature:	/Karen Robertson/

TRADEMARK

Date:

02/10/2005

Total Attachments: 12

source=Agreement and Plan of Merger#page1.tif

source=Agreement and Plan of Merger#page2.tif

source=Agreement and Plan of Merger#page3.tif

source=Agreement and Plan of Merger#page4.tif

source=Agreement and Plan of Merger#page5.tif

source=Agreement and Plan of Merger#page6.tif

source=Agreement and Plan of Merger#page7.tif

source=Agreement and Plan of Merger#page8.tif

source=Agreement and Plan of Merger#page9.tif

source=Agreement and Plan of Merger#page10.tif

source=Agreement and Plan of Merger#page11.tif

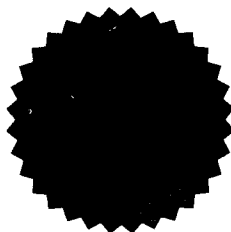
source=Agreement and Plan of Merger#page12.tif

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 AGREEMENT OF MERGER, WHICH MERGES:
"GOOGLE TECHNOLOGY INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "GOOGLE INC." UNDER THE NAME OF "GOOGLE INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2003, AT 7:10 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3582691 8100M

AUTHENTICATION: 2620769

030578102

DATE: 09-08-03

TRADEMARK
REEL: 003027 FRAME: 0355

**AGREEMENT AND PLAN OF MERGER
OF GOOGLE INC.
A DELAWARE CORPORATION
AND
GOOGLE TECHNOLOGY INC.
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of August 27, 2003, (this "Agreement") is between Google Inc., a Delaware corporation ("Google-Delaware") and Google Technology Inc., a California corporation ("Google-California"). Google-Delaware and Google-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Google-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 864,781,656 shares, 400,000,000 of which are designated "Common Stock", \$0.001 par value, 300,000,000 of which are designated "Class A Senior Common Stock", \$0.001 par value, and 164,781,656 of which are designated "Preferred Stock", \$0.001 par value. Of such authorized shares of Preferred Stock, 15,360,000 shares are designated "Series A Preferred Stock", 15,360,000 shares are designated "Series A-1 Preferred Stock", 50,444,772 shares are designated "Series B Preferred Stock", 50,444,772 shares are designated "Series B-1 Preferred Stock", 9,148,604 shares are designated "Series C Preferred Stock", 9,148,604 shares are designated "Series C-1 Preferred Stock", 7,437,452 shares are designated "Series D Preferred Stock", and 7,437,452 shares are designated "Series D-1 Preferred Stock". As of the date of this Agreement, 1,000 shares of Common Stock are issued and outstanding, all of which were held by Google-California. No shares of Preferred Stock are outstanding.

B. Google-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 864,781,656 shares, 400,000,000 of which are designated "Common Stock"; no par value, 300,000,000 of which are designated "Class A Senior Common Stock", no par value, and 164,781,656 of which are designated "Preferred Stock", no par value. Of such authorized shares of Preferred Stock, 15,360,000 shares are designated "Series A Preferred Stock", 15,360,000 shares are designated "Series A-1 Preferred Stock", 50,444,772 shares are designated "Series B Preferred Stock", 50,444,772 shares are designated "Series B-1 Preferred Stock", 9,148,604 shares are designated "Series C Preferred Stock", 9,148,604 shares are designated "Series C-1 Preferred Stock", 7,437,452 shares are designated "Series D Preferred Stock", and 7,437,452 shares are designated "Series D-1 Preferred Stock". As of the record date of the consent of shareholders at which this Agreement was approved, there were issued and outstanding 160,929,560 shares of Class A Senior Common Stock, 9,715,868 shares of Common Stock, 15,360,000 shares of Series A Preferred Stock, no shares of Series A-1 Preferred Stock, 49,822,896 shares of Series B Preferred Stock, no shares of Series B-1 Preferred Stock, 6,479,536 shares of Series C Preferred Stock, no shares of Series C-1 Preferred Stock, no shares of Series D Preferred Stock and no shares of Series D-1 Preferred Stock.

C. The Board of Directors of Google-California has determined that, for the purpose of effecting the reincorporation of Google-California in the State of Delaware, it is advisable and in the best interests of Google-California that Google-California merge with and into Google-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Google-Delaware and Google-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

E. The Merger (as defined below) is intended to qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Google-Delaware and Google-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Google-California shall be merged with and into Google-Delaware (the "Merger"), the separate existence of Google-California shall cease and Google-Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Google Inc.

1.2 Filing and Effectiveness. The Merger shall be completed when the following actions shall have been completed:

(a) This Agreement and Plan of Merger was adopted and approved by the stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law on August 15, 2003 and the California General Corporation Law on August 15, 2003;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware;

(d) An executed Agreement and Plan of Merger meeting the requirements of the California Corporations Code shall have been filed with the Secretary of State of the State of California; and

(e) A permit pursuant to Section 25121 of the California General Corporation Law shall have been issued by the California Department of Corporations.

Pursuant to Section 252 of the Delaware General Corporation Law and Section 1108 of the California Corporations Code and the terms of this Section 1.2, the date and time when the Merger shall become effective, provided that subsections (a), (b), (c), (d) and (e) of this Section 1.2 are satisfied, shall be August 31, 2003, herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Google-California shall cease and Google-Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Google-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Google-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Google-Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other

transfer, to all of the debts, liabilities and obligations of Google-California in the same manner as if Google-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Google-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Google-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Google-California 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 as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 Google-California Common Shares. Upon the Effective Date of the Merger, each share of Google-California 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 and exchanged for one fully paid and nonassessable share of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 Google-California Class A Senior Common Shares. Upon the Effective Date of the Merger, each share of Google-California Class A Senior 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 and exchanged for one fully paid and nonassessable share of Class A Senior Common Stock, \$0.001 par value, of the Surviving Corporation.

3.3 Google-California Preferred Shares.

(a) Upon the Effective Date of the Merger, each share of Series A Preferred Stock of Google-California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares (the "Series A Conversion Rate") of Google-California Common Stock or Class A Senior Common Stock, as the case may be, as set forth in the Google-California Ninth Amended and Restated Articles of Incorporation, as amended, (the "Restated Articles of Incorporation"), 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 or exchanged for one fully paid and nonassessable share of Series A Preferred Stock of the Surviving Corporation, \$0.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation which are identical to the rights, preferences, and privileges of shares of the Series A Preferred Stock of Google-California immediately before the Merger, which share of Preferred Stock shall be convertible into a number of shares of the Surviving Corporation's Common Stock, \$0.001 par value, or Class A Senior Common Stock, \$0.001 par value (as the case may be) equal to the Series A Conversion Rate, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

(b) Upon the Effective Date of the Merger, each share of Series A-1 Preferred Stock of Google-California, no par value, issued and outstanding immediately prior to the Merger, if any, which shares are convertible into such number of shares (the "Series A-1 Conversion Rate") of Google-California Common Stock or Class A Senior Common Stock, as the case may be, as set forth in the Google-California Restated Articles of Incorporation, as amended, 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 or exchanged for one fully paid and nonassessable share of Series A-1 Preferred Stock of the Surviving Corporation, \$0.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation which are identical to the rights, preferences, and privileges of shares of the Series A-1 Preferred Stock of Google-California immediately before the Merger, which share of Preferred Stock shall be convertible into a number of shares of the Surviving Corporation's Common Stock, \$0.001 par value, or Class A Senior Common Stock, \$0.001 par value (as the case may be) equal to the Series A-1 Conversion Rate, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

(c) Upon the Effective Date of the Merger, each share of Series B Preferred Stock of Google-California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares (the "Series B Conversion Rate") of Google-California Common Stock or Class A Senior Common Stock, as the case may be, as set forth in the Google-California Restated Articles of Incorporation, as amended, 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 or exchanged for one fully paid and nonassessable share of Series B Preferred Stock of the Surviving Corporation, \$0.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation which are identical to the rights, preferences, and privileges of shares of the Series B Preferred Stock of Google-California immediately before the Merger, which share of Preferred Stock shall be convertible into a number of shares of the Surviving Corporation's Common Stock, \$0.001 par value, or Class A Senior Common Stock, \$0.001 par value (as the case may be) equal to the Series B Conversion Rate, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

(d) Upon the Effective Date of the Merger, each share of Series B-1 Preferred Stock of Google-California, no par value, issued and outstanding immediately prior to the Merger, if any, which shares are convertible into such number of shares (the "Series B-1 Conversion Rate") of Google-California Common Stock or Class A Senior Common Stock, as the case may be, as set forth in the Google-California Restated Articles of Incorporation, as amended, 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 or exchanged for one fully paid and nonassessable share of Series B-1 Preferred Stock of the Surviving Corporation, \$0.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation which are identical to the rights, preferences, and privileges of shares of the Series B-1 Preferred Stock of Google-California immediately before the Merger, which share of Preferred Stock shall be convertible into a number of shares of the Surviving Corporation's Common Stock, \$0.001 par value, or Class A Senior Common Stock, \$0.001 par value (as the case may be) equal to the Series B-1 Conversion Rate, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

(e) Upon the Effective Date of the Merger, each share of Series C Preferred Stock of Google-California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares (the "Series C Conversion Rate") of Google-California Common Stock or Class A Senior Common Stock, as the case may be, as set forth in the Google-California Restated Articles of Incorporation, as amended, 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 or exchanged for one fully paid

and nonassessable share of Series C Preferred Stock of the Surviving Corporation, \$0.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation which are identical to the rights, preferences, and privileges of shares of the Series C Preferred Stock of Google-California immediately before the Merger, which share of Preferred Stock shall be convertible into a number of shares of the Surviving Corporation's Common Stock, \$0.001 par value, or Class A Senior Common Stock, \$0.001 par value (as the case may be) equal to the Series C Conversion Rate, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

(f) Upon the Effective Date of the Merger, each share of Series C-1 Preferred Stock of Google-California, no par value, issued and outstanding immediately prior to the Merger, if any, which shares are convertible into such number of shares (the "Series C-1 Conversion Rate") of Google-California Common Stock or Class A Senior Common Stock, as the case may be, as set forth in the Google-California Restated Articles of Incorporation, as amended, 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 or exchanged for one fully paid and nonassessable share of Series C-1 Preferred Stock of the Surviving Corporation, \$0.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation which are identical to the rights, preferences, and privileges of shares of the Series C-1 Preferred Stock of Google-California immediately before the Merger, which share of Preferred Stock shall be convertible into a number of shares of the Surviving Corporation's Common Stock, \$0.001 par value, or Class A Senior Common Stock, \$0.001 par value (as the case may be) equal to the Series C-1 Conversion Rate, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

(g) Upon the Effective Date of the Merger, each share of Series D Preferred Stock of Google-California, no par value, issued and outstanding immediately prior to the Merger, if any, which shares are convertible into such number of shares (the "Series D Conversion Rate") of Google-California Common Stock or Class A Senior Common Stock, as the case may be, as set forth in the Google-California Restated Articles of Incorporation, as amended, 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 or exchanged for one fully paid and nonassessable share of Series D Preferred Stock of the Surviving Corporation, \$0.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation which are identical to the rights, preferences, and privileges of shares of the Series D Preferred Stock of Google-California immediately before the Merger, which share of Preferred Stock shall be convertible into a number of shares of the Surviving Corporation's Common Stock, \$0.001 par value, or Class A Senior Common Stock, \$0.001 par value (as the case may be) equal to the Series D Conversion Rate, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

(h) Upon the Effective Date of the Merger, each share of Series D-1 Preferred Stock of Google-California, no par value, issued and outstanding immediately prior to the Merger, if any, which shares are convertible into such number of shares (the "Series D-1 Conversion Rate") of Google-California Common Stock or Class A Senior Common Stock, as the case may be, as set forth in the Google-California Restated Articles of Incorporation, as amended, 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 or exchanged for one fully paid and nonassessable share of Series D-1 Preferred Stock of the Surviving Corporation, \$0.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation which are identical to the rights, preferences, and privileges of shares of the Series D-1 Preferred Stock of Google-California immediately before the Merger, which share of Preferred Stock shall be convertible into a number of shares of the Surviving Corporation's Common Stock, \$0.001 par value, or Class A Senior Common Stock, \$0.001 par value (as the case may be) equal to the Series D-1

Conversion Rate, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.4 Google-California Options, Warrants, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Google-California under, and continue, the option plans (including, without limitation, the 1998 Stock Plan, 1999 Stock Option/Stock Issuance Plan, 2000 Stock Plan, 2003 Stock Plan, 2003 Stock Plan (No. 2) or 2003 Stock Plan (No. 3), which are referred to herein collectively, the "Google-California Stock Plans") and all other employee benefit plans of Google-California. Each outstanding and unexercised option, warrant, other right to purchase, or security convertible into, Google-California Common Stock, Google-California Class A Senior Common Stock or Google-California Preferred Stock (a "Right") shall become an option, warrant, right to purchase or a security convertible into the Surviving Corporation's Common Stock, Class A Senior Common Stock or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock, Class A Senior Common Stock or Preferred Stock, as the case may be, for each one share of Google-California Common Stock, Class A Senior Common Stock or Preferred Stock, as the case may be, issuable pursuant to any such Right (with the series of the shares of the Surviving Corporation's Preferred Stock corresponding to the series of Google-California Preferred Stock replaced), on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such Google-California Right at the Effective Date of the Merger. This paragraph 3.4(a) shall not apply to outstanding shares of Google-California Common Stock, Class A Senior Common Stock or Preferred Stock. Such Common Stock, Class A Senior Common Stock and Preferred Stock are subject to paragraphs 3.1, 3.2 and 3.3 respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock, Class A Senior Common Stock and Preferred Stock shall be reserved for issuance upon the exercise of options, warrants, stock purchase rights and convertible securities equal to the number of shares of Google-California Common Stock, Class A Senior Common Stock and Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

Notwithstanding the foregoing, with respect to options issued under the Google-California Stock Plans that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.5 Google-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of Google-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Google-Delaware, the holder of such shares or any other person, be cancelled and returned to the status of authorized but unissued shares.

3.6 Cancellation of Physical Certificates/Issuance of Stock By Electronic Means. Each physical stock certificate representing issued and outstanding shares of Google-California Common Stock, Class A Senior Common Stock or Preferred Stock prior to the Effective Date will, after the Effective Date, be cancelled and such certificate will cease to represent any shares of capital stock of Google-California (and such certificate will not represent any shares of capital stock of the Surviving Corporation) and, further, such certificate will cease to entitle the holder thereof to exercise any voting and other rights with respect to, or to receive dividends and other distributions upon, any shares of capital stock of Google-California (and such certificate will not entitle the holder thereof to exercise any voting and other rights with respect to, or to receive dividends and other distributions upon, any shares of capital stock of the Surviving Corporation).

Each holder of a certificate representing issued and outstanding shares of Google-California Common Stock, Class A Senior Common Stock or Preferred Stock prior to the Effective Date shall, upon the cancellation of such certificate on the Effective Date, in lieu of receiving a physical certificate in exchange therefor, be registered in the Surviving Corporation's electronic book entry capitalization system as a holder of an appropriate number of shares of the Surviving Corporation's Common Stock, Class A Senior Common Stock or Preferred Stock (into which the shares represented by such cancelled certificate was converted as provided herein), as the case may be, which shares shall be issued and recorded by electronic means as of the Effective Date.

If any shares of the Surviving Corporation's stock are to be electronically issued and recorded in a name other than that in which the stock certificate cancelled in exchange therefor is registered, it shall be a condition of issuance and recordation thereof that such transfer be properly documented to the satisfaction of the Surviving Corporation and otherwise in compliance with applicable securities laws and, further, that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of such electronic issuance and recordation of shares in a name other than that of the registered holder of the certificate cancelled or otherwise establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of Google-Delaware. Google-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by Google-Delaware of all of the franchise tax liabilities of Google-California.

(c) Take such other actions as may be required by the California General Corporation Law.

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

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Google-California or of Google-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Google-California or by the sole stockholder of Google-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this

Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 **Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, State of Delaware 19808, and Corporation Service Company is the registered agent of the Surviving Corporation at such address.

4.6 **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 2400 Bayshore Parkway, Mountain View, California 94043, and copies thereof will be furnished to any stockholder of either Constituent Corporation upon request and without cost.

4.7 **Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of Google-Delaware and Google-California is hereby executed on behalf of each of such two corporations by their respective officers thereunto duly authorized.

GOOGLE TECHNOLOGY INC.
a California corporation

By: /s/ ERIC SCHMIDT
Eric Schmidt, Chairman of the Board

By: /s/ DAVID C. DRUMMOND
David C. Drummond, Secretary

GOOGLE INC.
a Delaware corporation

By: /s/ ERIC SCHMIDT
Eric Schmidt, Chairman of the Board

By: /s/ DAVID C. DRUMMOND
David C. Drummond, Secretary

(Signature Page to Agreement and Plan of Merger)

GOOGLE TECHNOLOGY INC.
(a California corporation)

OFFICERS' CERTIFICATE

Eric Schmidt and David C. Drummond certify that:

1. They are the Chairman of the Board and the Secretary, respectively, of Google Technology Inc., a corporation organized under the laws of the State of California (the "Corporation").

2. The Corporation has an authorized capital of 864,781,656 shares, 400,000,000 of which are designated "Common Stock", \$0.001 par value, 300,000,000 of which are designated "Class A Senior Common Stock", \$0.001 par value, and 164,781,656 of which are designated "Preferred Stock", \$0.001 par value. Of such authorized shares of Preferred Stock, 15,360,000 shares are designated "Series A Preferred Stock", 15,360,000 shares are designated "Series A-1 Preferred Stock", 50,444,772 shares are designated "Series B Preferred Stock", 50,444,772 shares are designated "Series B-1 Preferred Stock", 9,148,604 shares are designated "Series C Preferred Stock", 9,148,604 shares are designated "Series C-1 Preferred Stock", 7,437,452 shares are designated "Series D Preferred Stock", and 7,437,452 shares are designated "Series D-1 Preferred Stock".

3. As of the record date (the "Record Date") of the written consent of shareholders at which the Agreement and Plan of Merger (to which this certificate is attached) (the "Merger Agreement") was approved, there were issued and outstanding 160,929,560 shares of Class A Senior Common Stock, 9,715,868 shares of Common Stock, 15,360,000 shares of Series A Preferred Stock, no shares of Series A-1 Preferred Stock, 49,822,896 shares of Series B Preferred Stock, no shares of Series B-1 Preferred Stock, 6,479,536 shares of Series C Preferred Stock, no shares of Series C-1 Preferred Stock, no shares of Series D Preferred Stock and no shares of Series D-1 Preferred Stock. All shares of Common Stock, Class A Senior Common Stock and Preferred Stock outstanding as of the Record Date were entitled to vote on the merger.

4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.

5. The percentage vote required was (i) more than 50% of the votes entitled to be cast by holders of Common Stock outstanding as of the Record Date, voting as a single class, (ii) more than 50% of the votes entitled to be cast by holders of Class A Senior Common Stock outstanding as of the Record Date, voting as a single class, and (iii) more than 50% of the votes entitled to be cast by the holders of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock outstanding as of the Record Date, voting as a single class.

6. Eric Schmidt and David C. Drummond further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Mountain View, California on August 27, 2003.

/s/ ERIC SCHMIDT

Eric Schmidt, Chairman of the Board

/s/ DAVID C. DRUMMOND

David C. Drummond, Secretary

GOOGLE INC.
(a Delaware corporation)

OFFICERS' CERTIFICATE

Eric Schmidt and David C. Drummond certify that:

1. They are the Chairman of the Board and the Secretary, respectively, of Google Inc., a corporation organized under the laws of the State of Delaware (the "Corporation").
2. The Corporation has an authorized capital of 864,781,656 shares, 400,000,000 of which are designated "Common Stock", \$0.001 par value, 300,000,000 of which are designated "Class A Senior Common Stock", \$0.001 par value, and 164,781,656 of which are designated "Preferred Stock", \$0.001 par value. Of such authorized shares of Preferred Stock, 15,360,000 shares are designated "Series A Preferred Stock", 15,360,000 shares are designated "Series A-1 Preferred Stock", 50,444,772 shares are designated "Series B Preferred Stock", 50,444,772 shares are designated "Series B-1 Preferred Stock", 9,148,604 shares are designated "Series C Preferred Stock", 9,148,604 shares are designated "Series C-1 Preferred Stock", 7,437,452 shares are designated "Series D Preferred Stock", and 7,437,452 shares are designated "Series D-1 Preferred Stock".
3. As of the record date (the "Record Date") of the written consent of shareholders at which the Agreement and Plan of Merger (to which this certificate is attached) (the "Merger Agreement") was approved, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Google Technology Inc., a California corporation. No shares of Preferred Stock were outstanding. All shares of Common Stock outstanding as of the Record Date were entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was (i) more than 50% of the votes entitled to be cast by holders of Common Stock outstanding as of the Record Date.
6. Eric Schmidt and David C. Drummond further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Mountain View, California on August 27, 2003.

/s/ ERIC SCHMIDT

Eric Schmidt, Chairman of the Board

/s/ DAVID C. DRUMMOND

David C. Drummond, Secretary