

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	11/14/2002		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xora, Inc.		11/14/2002	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Xora, Inc.		
Street Address:	501 Ellis Street		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2510199	XORA	
CORRESPONDENCE DATA			
Fax Number:	(732)935-7122		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7329357100		
Email:	ataboada@moseriplaw.com		
Correspondent Name:	Alan Taboada		
Address Line 1:	1040 Broad Street		
Address Line 2:	Second Floor		
Address Line 4:	Shrewsbury, NEW JERSEY 07702		
ATTORNEY DOCKET NUMBER:	XORA/004		
NAME OF SUBMITTER:	Alan Taboada		
Signature:	/ Alan Taboada /		

CH \$40.00 2510199

Date:

08/06/2007

Total Attachments: 11

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**AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
XORA, INC.,
a Delaware Corporation
AND
XORA, INC.,
a California Corporation**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement of Merger") is made as of November 11, 2002 by and between Xora, Inc., a California corporation ("Xora California"), and Xora, Inc. a Delaware Corporation and a wholly-owned subsidiary of Xora California ("Xora California"). Xora Delaware and Xora California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Xora Delaware is a corporation duly organized and existing under the laws of the State of Delaware and shall have, immediately prior to the Effective Time, an authorized capital of 155,000,000 shares, par value \$0.001 per share, 91,072,492 of which shall be designated "Common Stock" ("Xora Delaware Common Stock") and 63,927,508 of which shall be designated "Preferred Stock" ("Xora Delaware Preferred Stock"). Of such authorized shares of Preferred Stock, 7,707,436 shares shall be designated "Series A Convertible Preferred Stock" and 56,220,072 shares shall be designated "Series A-1 Convertible Preferred Stock."

B. Xora California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 35,000,000 shares, no par value, 27,000,000 of which are designated "Common Stock" and 8,000,000 of which are designated "Preferred Stock". Of such authorized shares of Preferred Stock, 7,707,436 shares are designated "Series A Convertible Preferred Stock."

C. It is the intent of this Agreement of Merger that the merger provided for herein shall be effected pursuant to the applicable laws of the State of California and the State of Delaware and shall qualify as a reorganization as defined in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

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

E. The respective Boards of Directors of Xora Delaware and Xora California have approved this Agreement of Merger and have directed that this Agreement of

Merger be submitted to a vote of their respective shareholders and executed by the undersigned officers.

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

ARTICLE I MERGER

1.1 Merger. In accordance with the provisions of this Agreement of Merger, the General Corporation Law of the State of Delaware (the "Delaware General Corporation Law") and the General Corporation Law of the State of California (the "California General Corporation Law"), at the Effective Time (as defined below), Xora California shall merge with and into Xora Delaware (the "Merger"), the separate existence of Xora California shall cease and Xora Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation."

1.2 Effectiveness. The Merger shall become effective ("Effective Time") when the following actions shall have been completed:

(a) This Agreement of Merger and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law; and

(b) An executed Certificate of Merger or an executed counterpart of this Agreement 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.

1.3 Effect of the Merger. At the Effective Time, the separate existence of Xora California shall cease, and Xora 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 the Boards of Directors of Xora California and Xora Delaware, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Xora California in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Xora California in the same manner as if Xora Delaware had itself incurred them, all as more

fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

ARTICLE II CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Xora Delaware, as in effect immediately prior to the Effective Time, 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 Xora Delaware, as in effect immediately prior to the Effective Time, 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 Xora California immediately prior to the Effective Time shall become 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.

ARTICLE III MANNER OF CONVERSION OF STOCK

3.1 Xora California Common Stock. At the Effective Time, each share of Common Stock of Xora California issued and outstanding immediately prior thereto, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, shall be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, par value \$0.001 per share, of the Surviving Corporation and any fractional shares (after aggregating all shares held by a stockholder) will be rounded to the nearest whole share of the Surviving Corporation's Common Stock.

3.2 Xora California Preferred Stock. At the Effective Time, each share of Series A Preferred Stock of Xora California, issued and outstanding immediately prior thereto, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other persons, shall be converted into and exchanged for one fully paid and nonassessable share of Series A Convertible Preferred Stock, par value \$0.001 per share, of the Surviving Corporation, having such rights, preferences and privileges as set forth in the Amended and Restated Certificate of Incorporation of the

Surviving Corporation, which shares of Series A Convertible Preferred Stock of the Surviving Corporation shall be convertible into one (1) share of Common Stock, par value \$0.001 per share, of the Surviving Corporation, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation. No fractional shares shall be issued. Any fractional shares (after aggregating all shares held by a stockholder) will be rounded to the nearest whole share of the Surviving Corporation's Common Stock.

3.3 Xora California Options, Warrants and Convertible Securities. At the Effective Time, the Surviving Corporation shall assume and continue the stock option plans and all other employee benefits plans of Xora California, including, without limitation, the 2000 Stock Option Plan of Xora California. Each outstanding and unexercised option, warrant or other right to purchase common stock of the Surviving Corporation shall become an option, warrant or other right to purchase common stock of the Surviving Corporation on the basis of one (1) share of Common Stock of the Surviving Corporation for one (1) share of Xora California Common Stock issuable pursuant to any such option, warrant or right, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Xora California option, warrant or right at the Effective Time divided by one (1) and rounded to the nearest whole cent. No fraction of a share of the Surviving Corporation's Common Stock will be issued, but in lieu thereof, each option, warrant or right to Purchase Common Stock of Xora California will be rounded to the nearest whole share of Common Stock of the Surviving Corporation. A number of shares of the Common Stock of the Surviving Corporation shall be reserved for issuance upon the exercise of options, warrants or rights equal to the number of shares of Xora California Common Stock so reserved immediately prior to the Effective Time and giving effect for the conversion of each share of Common Stock of Xora California in to one (1) share of Common Stock of Xora Delaware.

3.4 Xora Delaware Common Stock. At the Effective Time, each share of Common Stock, par value \$0.001 per share, of Xora Delaware issued and outstanding immediately prior thereto, by virtue of the merger and without any action by Xora Delaware, the holder of such shares or any other person, shall be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates.

(a) After the Effective Time, each holder of an outstanding certificate representing shares of Xora California Common Stock may, at such stockholder's option, surrender the same for cancellation to an exchange agent whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefore a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Xora California Common Stock shall be deemed for all purposes to represent the number of whole shares of Common

Stock of the Surviving Corporation into which such shares of Xora California Common Stock were converted in the Merger.

(b) The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, shall have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

(c) Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as each certificate of Xora California so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

(d) If any certificate for shares of the Surviving Corporation's Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

ARTICLE IV GENERAL

4.1 Covenants of Xora Delaware. Xora Delaware covenants and agrees that it will, on or before the Effective Time:

(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 appropriate tax authority of the State of California necessary for the assumption by Xora Delaware of all of the corporate or franchise tax liabilities of Xora California; and

(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 Xora Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Xora California such deed and other instruments, and there shall be taken or caused to be taken by Xora Delaware and Xora California 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 Xora Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Xora California and otherwise to carry out the purposes of this Agreement of Merger, and the officers and directors of Xora Delaware are fully authorized in the name and on behalf of Xora 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 Time, this Agreement of Merger may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Xora California or Xora Delaware, or both, notwithstanding the approval of this Agreement of Merger by the shareholders of Xora California or by the sole stockholder of Xora Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement of Merger at any time prior to the filing of this Agreement of Merger (or certificate in lieu thereof) with the Secretaries of States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement of Merger by the shareholders of either Constituent Corporation shall not, without the requisite shareholder approval: (i) alter or change the amount or kind of shares, securities, cash, property 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, (ii) alter or change in any material way any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any principal term and condition of this Agreement of Merger.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at 1209 Orange Street in the City of Wilmington, County of New Castle, State of Delaware, 19801 and Corporation trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement of Merger. Executed copies of this Agreement of Merger will be on file at the principal place of business of the Surviving Corporation at 501 Ellis Street, Mountain View, California 94043 and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement of Merger 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.

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

4.9 FIRPTA Notification.

(a) On the date of the Effective Time, Xora California shall deliver to Xora Delaware, as agent for the shareholders of Xora California, a properly executed statement (the "Statement") for purposes of satisfying Xora California's obligations under Treasury Regulation Section 1.897-2(h)(2). Xora Delaware shall retain the Statement for a period not less than seven (7) years and shall, upon request, provide a copy thereof to any person that was a shareholder of Xora California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of Xora California, (i) such shareholders shall be considered to have requested that the Statement be delivered to Xora Delaware as their agent, and (ii) Xora Delaware shall be considered to have received a copy of the Statement at the request of the Xora California shareholders for purposes of satisfying Xora Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) Xora California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulations Section 1.897-2(h)(2).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement of Merger, having first been approved by resolutions of the Boards of Directors of Xora Delaware and Xora California, is hereby executed upon behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.


**XORA, INC.,
a Delaware corporation**

By: _____


Sanjay Shirole, President

**XORA, INC.,
a California corporation**

By: _____


Sanjay Shirole, President

[Xora, Inc. Signature Page to Plan and Agreement of Merger]

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:

"XORA, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "XORA, INC." UNDER THE NAME OF "XORA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTEENTH DAY OF NOVEMBER, A.D. 2002, AT 9:01 O'CLOCK A.M.

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



3573273 8100M

020700891

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2089106

DATE: 11-14-02

TRADEMARK
REEL: 003594 FRAME: 0857

**CERTIFICATE OF MERGER
OF
XORA, INC., A CALIFORNIA CORPORATION
with and into
XORA, INC., A DELAWARE CORPORATION
Under Section 252 of the General Corporation Law of the State of Delaware**

Pursuant to Section 252(c) of the General Corporation Law of the State of Delaware, as amended, Xora, Inc., a Delaware corporation ("Xora Delaware"), hereby certifies to the following information relating to the merger of Xora, Inc., a California corporation ("Xora California"), with and into Xora Delaware (the "Merger").

1. The name and the state of incorporation of each of the constituent corporations in the Merger are:

- a) Xora, Inc., a California corporation; and
- b) Xora, Inc., a Delaware corporation.

2. An Agreement and Plan of Merger, dated as of November 11, 2002 by and between Xora California and Xora Delaware ("Merger Agreement"), setting forth the terms and conditions of such Merger has been approved, adopted, certified, executed and acknowledged by the constituent corporations pursuant to subsection (c) of Section 252 of the General Corporation Law of the State of Delaware.

3. The name of the surviving corporation is: Xora, Inc. ("Surviving Corporation").

4. The Certificate of Incorporation of Xora Delaware, as it exists immediately prior to the time this Certificate is duly filed with the Secretary of State of the State of Delaware, shall be the Certificate of Incorporation of the Surviving Corporation and thereafter may be amended in accordance with its terms and as provided by law.

5. An executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, which is located at 501 Ellis Street, Mountain View, California 94043.

6. A copy of the Merger Agreement shall be furnished by the Surviving Corporation, on request and without cost, to any stockholder of Xora California or Xora Delaware.

7. The authorized capital stock of Xora Delaware immediately prior to the time this Certificate is duly filed with the Secretary of State of the State of Delaware is: 91,072,492 shares of Common Stock with a par value of \$0.001 per share and 63,927,508 shares of Preferred Stock with a par value of \$0.001 per share, of which 7,707,436 shares are designated Series A Convertible Preferred Stock and 56,220,072 are designated Series A-1 Convertible Stock.

IN WITNESS WHEREOF, Xora, Inc., a Delaware corporation, has caused this Certificate to be signed by Sanjay Shirole, its authorized officer, on the 14th day of November 2002.

XORA, INC.,
a Delaware corporation

By: 
Sanjay Shirole, President

[Xora, Inc. Signature Page to Certificate of Merger (Delaware)]

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