

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignor's name previously recorded on Reel 002746 Frame 0124. Assignor(s) hereby confirms the Merger.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Venture Law Group, A Professional Corporation		09/30/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Heller Ehrman White & McAuliffe LLP
Street Address:	333 BUSH STREET
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2404041	
Registration Number:	1820268	VENTURE LAW GROUP
Registration Number:	1820269	VENTURE LAW GROUP
Registration Number:	2374150	VLG
Registration Number:	2662713	VLG ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (650)324-0638
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (650) 324-7000
 Email: sv-trademark@hellerehrman.com
 Correspondent Name: Heller Ehrman LLP
 Address Line 1: 275 Middlefield Road
 Address Line 2: Harold J. Milstein
 Address Line 4: Menlo Park, CALIFORNIA 94025

OP \$140.00 2404041

ATTORNEY DOCKET NUMBER:	25740-1001
NAME OF SUBMITTER:	Thayer M. Preece
Signature:	/ThayerPreece/
Date:	09/06/2007

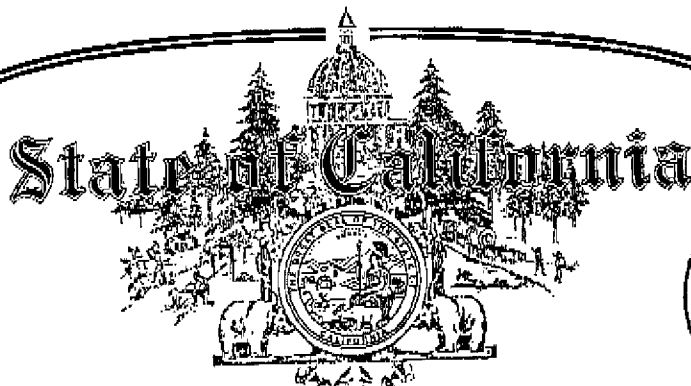
Total Attachments: 18

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Continuation of Recordation Form Cover Sheet Section 2 - Receiving Party is:

Heller Ehrman White & McAuliffe LLP, a Limited Liability Partnership of California, 333 Bush Street, San Francisco, CA 94101 is composed of:

- Heller Ehrman White & McAuliffe, a California Professional Corporation, 333 Bush Street, San Francisco, CA 94101
- Heller Ehrman White & McAuliffe, a Washington Professional Corporation, 701 Fifth Avenue, Seattle, WA 98104
- Heller Ehrman White & McAuliffe, an Oregon Professional Corporation, 200 SW Market Street, Portland, OR 97201
- Heller Ehrman White & McAuliffe, an Alaska Professional Corporation, 510 L Street, Anchorage, AK 99501
- Heller Ehrman White & McAuliffe, a New York Professional Corporation, 120 West 45th Street, New York, NY 10036
- Heller Ehrman White & McAuliffe, a District of Columbia Professional Corporation, 1666 K Street NW, Washington, DC 20006



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 15 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 14 2003



Kevin Shelley
Secretary of State

In the office of the Secretary of State
of the State of California

SEP 30 2003

AGREEMENT OF MERGER

KEVIN SHELLEY
Secretary of State

THIS AGREEMENT OF MERGER, dated as of September 30, 2003 (this "Agreement"), is entered into between Heller, Ehrman, White & McAuliffe, A Professional Corporation, a California professional corporation ("HEWM"), and Venture Law Group, A Professional Corporation, a California professional corporation ("VLG"). HEWM and VLG are sometimes hereinafter collectively referred to as the "Constituent Corporations."

WHEREAS, for federal income tax purposes, the Merger is intended to qualify as a reorganization under the provisions of Section 368(a) of the United States Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Constituent Corporations agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger. Upon and subject to the terms and conditions of this Agreement and applicable California law, VLG shall merge with and into HEWM (the "Merger"), the separate corporate existence of VLG shall cease, and HEWM shall continue as the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation").

SECTION 1.02. Effective Time. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to Article VI, as soon as practicable following the execution and delivery of this Agreement, the parties hereto shall cause the Merger to be consummated by filing this Agreement, together with the required officers' certificates, with the Office of the Secretary of State of the State of California. The Merger shall become effective at 11:59 p.m. (Pacific Daylight Time) on September 30, 2003 (the "Effective Time").

SECTION 1.03. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in this Agreement and applicable California law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of VLG and HEWM shall vest in the Surviving Corporation, and all debts, liabilities and duties of VLG and HEWM shall become the debts, liabilities and duties of the Surviving Corporation.

SECTION 1.04. Articles of Incorporation, Bylaws, Board of Directors and Officers. The Articles of Incorporation of HEWM, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended as provided by applicable California law and such Articles of Incorporation. The Bylaws of HEWM, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by applicable California law and such Bylaws and the Articles of Incorporation of the Surviving Corporation. The Board of

Directors of HEWM, as constituted immediately prior to the Effective Time, shall continue as the Board of Directors of the Surviving Corporation, and the officers of HEWM immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation.

SECTION 1.05. Effect on Securities, Etc. At the Effective Time, by virtue of the Merger and without any action on the part of HEWM or VLG or the holders of any securities of HEWM or VLG:

(a) Conversion of VLG Shares. Each share of common stock, no par value, of VLG ("VLG Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive 2.6304 (the "Conversion Ratio") validly issued, fully paid and nonassessable shares of preferred stock, no par value, of HEWM ("HEWM Preferred Stock"). No certificates or scrip representing less than one share of HEWM Preferred Stock shall be issued to any former holder of shares of VLG Common Stock in connection with the Merger. All share calculations made pursuant to this subsection (a) shall be rounded to the nearest whole share of HEWM Preferred Stock.

(b) Status of HEWM Shares. Each share of the capital stock of HEWM issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding unaffected by the Merger and shall thereafter evidence one validly issued, fully paid and nonassessable share of common stock, no par value, of HEWM or HEWM Preferred Stock, as the case may be.

SECTION 1.06. Taking of Necessary Action; Further Action. Each of HEWM and VLG will take all such reasonable and lawful actions as may be necessary or appropriate in order to effectuate the Merger and the other transactions contemplated by this Agreement in accordance with this Agreement as promptly as reasonably practicable. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of VLG and HEWM, the officers and directors of VLG and HEWM immediately prior to the Effective Time are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF VLG

VLG represents and warrants to HEWM that the statements contained in this Article III are true and correct, except as expressly set forth in the disclosure schedules delivered by VLG to HEWM on the date of this Agreement (the "VLG Disclosure Schedules"). The VLG Disclosure Schedules shall be arranged in paragraphs corresponding to the sections and subsections contained in this Article III.

SECTION 3.01. Organization of VLG. VLG is a professional corporation duly organized, validly existing and in good standing under the laws of the State of California, has all requisite corporate power to own, lease and operate its property and to carry on its business as

now being conducted, and is duly qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction in which the nature of its business or ownership or leasing of properties makes such qualification or licensing necessary.

SECTION 3.02. VLG Capital Structure.

(a) The authorized capital stock of VLG consists of 10,000,000 shares of VLG Common Stock. Immediately prior to the Effective Time, there will be 960,862 shares of VLG Common Stock issued and outstanding, all of which will have been validly issued, fully paid and nonassessable. The issued and outstanding shares of VLG Common Stock as of such time will be held of record by the shareholders of VLG as set forth and identified on Schedule 3.02(a) of the VLG Disclosure Schedules. All outstanding shares of VLG Common Stock were issued in compliance with applicable federal and state securities laws. There are no obligations, contingent or otherwise, of VLG to repurchase, redeem or otherwise acquire any shares of VLG Common Stock or make any investment (in the form of a loan, capital contribution or otherwise) in any other entity.

(b) Except as noted in subsection (b) above, there are no equity securities of any class or series of VLG, or any security exchangeable into or exercisable for such equity securities, issued, reserved for issuance or outstanding. There are no options, warrants, equity securities, calls, rights, commitments, understandings or agreements of any character to which VLG is a party or by which it is bound obligating VLG to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of VLG or obligating VLG to grant, extend, accelerate the vesting of or enter into any such option, warrant, equity security, call, right, commitment or agreement. There are no voting trusts, proxies or other agreements or understandings with respect to the voting of the shares of capital stock of VLG.

SECTION 3.03. Authority; No Conflict; Required Filings and Consents.

(a) VLG has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of VLG. This Agreement has been duly executed and delivered by VLG. This Agreement constitutes the valid and binding obligation of VLG, enforceable against VLG in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

(b) The execution and delivery by VLG of this Agreement does not, and the consummation of the transactions contemplated by this Agreement will not, (i) conflict with, or result in any violation or breach of any provision of the amended Articles of Incorporation or Bylaws of VLG, (ii) result in any material violation or material breach of, or constitute (with or without notice or lapse of time, or both) a material default (or give rise to a

right of termination, cancellation or acceleration of any obligation or loss of any benefit) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, contract or other agreement, instrument or obligation to which VLG is a party or by which it or any of its properties or assets may be bound, or (iii) result in a conflict with or violate any permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to VLG or any of its properties or assets.

(c) None of the execution and delivery by VLG of this Agreement or the consummation of the transactions contemplated by this Agreement will require any consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other governmental authority or instrumentality ("Governmental Entity"), except for the filing of this Agreement with the Office of the Secretary of State of the State of California and appropriate notice to the State Bar of California.

SECTION 3.04. Financial Statements.

(a) VLG has delivered to HEWM copies of VLG's unaudited balance sheet as of August 31, 2003 and the related unaudited statements of operations for the eight-month period then ended (collectively, the "VLG Interim Financials") and VLG's reviewed balance sheet as of December 31, 2002, and the related reviewed statements of operations, shareholders' equity and cash flows for the year ended December 31, 2002, respectively (collectively with the VLG Interim Financials, the "VLG Financial Statements"). VLG has also delivered to HEWM copies of VLG's unaudited, estimated *pro forma* balance sheet as of September 30, 2003 together with the related unaudited, estimated *pro forma* statement of operations for the nine-month period then ended (collectively, the "VLG September Pro Forma Financial Statements").

(b) The VLG Financial Statements and the VLG September *Pro Forma* Financial Statements are in accordance with the books and records of VLG and present fairly in all material respects the financial position, results of operations and, in the case of the VLG Financial Statements, cash flows of VLG as of their historical dates and for the periods indicated.

SECTION 3.05 Known Claims. VLG is not aware of any claims against the firm or any of its attorneys as of the date hereof relating to the conduct of the practice of law by the firm and its attorneys, other than those claims previously disclosed by VLG to HEWM.

SECTION 3.06 Tax Matters. To the knowledge of VLG, neither VLG nor any of its affiliates has taken or agreed to take any action that would prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code. VLG is not aware of any agreement, plan or other circumstance that would prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF HEWM

HEWM represents and warrants to VLG that the statements contained in this Article IV are true and correct as of the date of this Agreement, except as expressly set forth in the disclosure schedules delivered by HEWM to VLG on the date of this Agreement (the "HEWM Disclosure Schedules"). The HEWM Disclosure Schedules shall be arranged in paragraphs corresponding to the sections and subsections contained in this Article IV.

SECTION 4.01. Organization of HEWM. HEWM is a professional corporation duly organized, validly existing and in good standing under the laws of the State of California, has all requisite corporate power to own, lease and operate its property and to carry on its business as now being conducted, and is duly qualified or licensed to do business and is in good standing as a foreign corporation in each jurisdiction in which the nature of its business or ownership or leasing of properties makes such qualification or licensing necessary.

SECTION 4.02. HEWM Capital Structure.

(a) The authorized capital stock of HEWM consists of 100,000,000 shares of common stock, no par value ("HEWM Common Stock") and 50,000,000 shares of HEWM Preferred Stock. Immediately prior to the Effective Time and prior to taking into account the issuances of capital stock contemplated by this Agreement, there will be 100,000 shares of HEWM Common Stock issued and outstanding and 24,051,588.51 shares of HEWM Preferred Stock issued and outstanding, all of which will have been validly issued, fully paid and nonassessable. All outstanding shares of HEWM Common Stock and HEWM Preferred Stock were issued in compliance with applicable federal and state securities laws. There are no obligations, contingent or otherwise, of HEWM to repurchase, redeem or otherwise acquire any shares of HEWM Common Stock or HEWM Preferred Stock or make any investment (in the form of a loan, capital contribution or otherwise) in any other entity.

(b) Except as noted in subsection (a) above, there are no equity securities of any class or series of HEWM, or any security exchangeable into or exercisable for such equity securities, issued, reserved for issuance or outstanding. There are no options, warrants, equity securities, calls, rights, commitments, understandings or agreements of any character to which HEWM is a party or by which it is bound obligating HEWM to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of HEWM or obligating HEWM to grant, extend, accelerate the vesting of or enter into any such option, warrant, equity security, call, right, commitment or agreement. There are no voting trusts, proxies or other agreements or understandings with respect to the voting of the shares of capital stock of HEWM.

SECTION 4.03. Authority; No Conflict; Required Filings and Consents.

(a) HEWM has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions

contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of HEWM. This Agreement has been duly executed and delivered by HEWM. This Agreement constitutes the valid and binding obligation of HEWM, enforceable against HEWM in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

(b) The execution and delivery by HEWM of this Agreement does not, and the consummation of the transactions contemplated by this Agreement will not, (i) conflict with, or result in any violation or breach of any provision of the Articles of Incorporation or Bylaws of HEWM, (ii) result in any material violation or material breach of, or constitute (with or without notice or lapse of time, or both) a material default (or give rise to a right of termination, cancellation or acceleration of any obligation or loss of any benefit) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, contract or other agreement, instrument or obligation to which HEWM is a party or by which it or any of its properties or assets may be bound, or (iii) result in a conflict with or violate any permit, concession, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to HEWM or any of its properties or assets.

(c) None of the execution and delivery by HEWM of this Agreement or the consummation of the transactions contemplated by this Agreement will require any consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity, except for (i) the filing of this Agreement with the Office of the Secretary of State of the State of California, and (ii) such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal and state securities laws.

SECTION 4.04. Financial Statements.

(a) HEWM has delivered to VLG copies of HEWM's unaudited balance sheet as of August 31, 2003 and the related unaudited statements of operations for the eight-month period then ended (collectively, the "HEWM Interim Financials") and HEWM's audited balance sheet as of December 31, 2002, and the related audited statements of operations, stockholders' equity and cash flows for the year ended December 31, 2002, respectively (collectively with the HEWM Interim Financials, the "HEWM Financial Statements").

(b) The HEWM Financial Statements are in accordance with the books and records of HEWM and present fairly in all material respects the financial position, results of operations and cash flows of HEWM as of their historical dates and for the periods indicated.

SECTION 4.05 Guaranteed Obligations. The aggregate amount of all "Indebtedness" (as defined in the Syndicate Credit Agreement, as defined herein) guaranteed as of the date of this Agreement pursuant to those certain Guaranties, each dated as of February 18, 2003, executed by shareholders of HEWM in favor of Bank of America, N.A., individually and as agent for the financial institutions from time to time party to that certain Credit Agreement

dated as of December 1, 2001 (the "Syndicate Credit Agreement") is set forth on Schedule 4.05(a) of the HEWM Disclosure Schedules. At no time prior to the date of this Agreement has the aggregate amount of all such "Indebtedness" exceeded the amount set forth on Schedule 4.05(b) of the HEWM Disclosure Schedules. Under the terms of the Syndicate Credit Agreement in effect on the date of this Agreement, the aggregate amount of all such "Indebtedness" could not, without an amendment or modification of the terms of such Credit Agreement, exceed the amount set forth on Schedule 4.05(c) of the HEWM Disclosure Schedules. Immediately following the consummation of the Merger and the issuance of shares of HEWM Common Stock and HEWM Preferred Stock contemplated by the Merger and the employment of the former shareholders of VLG as employees of HEWM, the aggregate "Guaranty Percentage" (as defined in the Syndicate Credit Agreement) attributed to the former shareholders of VLG will be as set forth on Schedule 4.05(d) of the HEWM Disclosure Schedules.

SECTION 4.06 Tax Matters. To the knowledge of HEWM, neither HEWM nor any of its affiliates has taken or agreed to take any action that would prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code. HEWM is not aware of any agreement, plan or other circumstance that would prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code.

ARTICLE V

CERTAIN TRANSITION MATTERS

SECTION 5.01. Tax Refunds. HEWM understands that VLG has made certain distributions to its shareholders prior to, and in contemplation of, the consummation of the Merger. A portion of these distributions is being made in the form of an assignment of an undivided interest in the right to receive certain tax refunds that are now owing or will be owing to VLG and that are identified on Schedule 5.01 to the VLG Disclosure Schedules (the "Tax Refunds"). HEWM agrees that it shall use its reasonable best efforts to collect the Tax Refunds following the consummation of the Merger on behalf of the distributees identified on such Schedule 5.01 and shall pay over all such amounts received as soon as reasonably practicable to such distributees in the manner indicated on such Schedule 5.01.

SECTION 5.02. HEWM Advances. In the event that HEWM shall have advanced any amounts to VLG prior to the consummation of the Merger to facilitate the distributions contemplated by Section 5.01 above, HEWM shall have the right to reduce the post-closing compensation of certain of the VLG shareholders who shall become HEWM employees in the amounts and in the proportions set forth on Schedule 5.02.

SECTION 5.03. VLG September Financial Statements. As soon as reasonably practicable following the consummation of the Merger, the Surviving Corporation shall cause to be prepared a final unaudited balance as of September 30, 2003 for VLG together with the related unaudited statement of operations for VLG for the nine-month period then ended, which shall be circulated to the former VLG shareholders for their review and approval.

SECTION 5.04 Insurance. HEWM, with the reasonable assistance of the former shareholders of VLG, shall obtain "tail" or prior occurrence malpractice insurance coverage (the "Tail") for VLG and its attorneys (including VLG attorneys who are not employees of HEWM) (VLG and such attorneys, the "Insureds"). Such coverage shall be on terms substantially similar to the VLG insurance policy in effect at the Effective Time, including a policy limit of at least \$50,000,000. To the extent the Tail lapses by its terms or is otherwise unavailable, HEWM will indemnify and hold the Insureds harmless for all costs and expenses of any kind (including attorneys' fees) arising out of claims against the Insureds for professional services rendered at or by VLG, in each case to the extent that such claims would have been an insurable claim under the Tail or the VLG insurance policy, as the case may be. Such indemnity will extend to any amounts owed by any former VLG shareholder pursuant to the Standard Law Corporation Guarantees filed thereby with The State Bar of California.

SECTION 5.05 Tax Matters. This Agreement is intended to constitute a "plan of reorganization" within the meaning of section 1.368-2(g) of the income tax regulations promulgated under the Code. From and after the date of this Agreement, each party hereto shall use its reasonable best efforts to cause the Merger to qualify, and will not knowingly take any action, cause any action to be taken, fail to take any action or cause any action to fail to be taken which action or failure to act could prevent the Merger from qualifying, as a reorganization within the meaning of Section 368(a) of the Code.

ARTICLE VI

TERMINATION

SECTION 6.01. Termination by Mutual Agreement. Notwithstanding the approval of this Agreement by the shareholders of VLG and HEWM, this Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of the Constituent Corporations.

SECTION 6.02. Effects of Termination. In the event of the termination of this Agreement, this Agreement shall become void and there shall be no liability on the part of either VLG or HEWM or their respective officers, directors or shareholders except to the extent that such termination results from the willful breach by any such party of any of its representations, warranties or covenants set forth in this Agreement.

ARTICLE VII

GENERAL PROVISIONS

SECTION 7.01. Amendment. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.

SECTION 7.02 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or two business days after being mailed by registered or certified mail (return receipt requested)

to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to HEWM:

Heller, Ehrman, White & McAuliffe, A Professional Corporation
333 Bush Street
San Francisco, California 94089
Attention: President
Fax No: (415) 772-6000
Telephone No: (415) 772-6268

(b) if to VLG:

Venture Law Group, A Professional Corporation
2775 Sand Hill Road
Menlo Park, CA 94025
Attention: President
Fax No: (650) 233-8386
Telephone No: (650) 854-4488

With a copy to:

David M. Jargiello, Esq.
973 Bluebonnet Drive
Sunnyvale, CA 94086
Fax No: (408) 739-6005
Telephone No: (408) 739-5644

SECTION 7.03. Waiver. At any time prior to the Effective Time, any party hereto may with respect to any other party hereto (a) extend the time for the performance of any of the obligations or other acts, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby.

SECTION 7.04. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 7.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to

modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

SECTION 7.06. Resolution of Disputes.

(a) If the parties to this Agreement shall be unable to resolve any dispute relating to this Agreement or the Merger within reasonable time following the occurrence of the dispute, then such dispute shall be settled by confidential binding arbitration in the County of San Francisco, State of California, in accordance with JAMS' Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") then in effect; *provided, however*, that in all events, the provisions contained herein shall govern over any conflicting rules which may now or hereafter be contained in the JAMS Rules. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the subject matter thereof. The arbitrator shall have the authority to grant any equitable and legal remedies that would be available if any judicial proceeding was instituted to resolve such dispute. The final decision of the arbitrator will be furnished by the arbitrator to the parties to this Agreement in writing and will constitute a final, conclusive and non-appealable determination of the issue in question, binding upon the parties here, and an order with respect thereto may be entered in any court of competent jurisdiction.

(b) Any such arbitration will be conducted before a single arbitrator who will be compensated for his or her services at a rate to be determined by the parties hereto or by JAMS, but based upon reasonable hourly or daily consulting rates for the arbitrator in the event the parties are not able to agree upon his or her rate of compensation.

(c) The arbitrator shall be mutually agreed upon by the parties hereto. In the event the parties hereto are unable to agree within 20 days following submission of the dispute to JAMS by one of the parties, JAMS will have the authority to select an arbitrator from a list of arbitrators who satisfy the criteria set forth in subsection (d) below.

(d) No arbitrator shall have any past or present family, business or other relationship with either of the parties hereto or any of their respective employees or shareholders or any "affiliate" (as such term is defined in Rule 12b-2 of the Securities Act of 1933, as amended), director or officer thereof, unless following full disclosure of all such relationships, the parties hereto agree in writing to waive such requirement with respect to an individual in connection with any dispute.

(e) The arbitrator shall be instructed to hold an up to eight hour, one day hearing regarding the disputed matter within 60 days of his or her designation and to render an award (without written opinion) no later than 10 days after the conclusion of such hearing, in each case unless otherwise mutually agreed in writing by the parties hereto.

(f) No discovery other than an exchange of relevant documents may occur in any arbitration commenced under the provisions of this Section 7.06. The parties hereto agree to act in good faith to promptly exchange relevant documents.

(g) HEWM and VLG will each pay 50% of the initial compensation to be paid to the arbitrator in any such arbitration and 50% of the costs of transcripts and other normal and regular expenses of the arbitration proceedings; *provided, however*, that: (A) the prevailing party in any arbitration will be entitled to an award of attorneys' fees and costs; and (B) all costs of arbitration, other than those provided for above, will be paid by the losing party, and the arbitrator will be authorized to determine the identity of the prevailing party and the losing party.

(h) The arbitrator chosen in accordance with these provisions will not have the power to alter, amend or otherwise affect the terms of these arbitration provisions or any other provisions contained in this Agreement.

(i) The final decision of the arbitrator shall be furnished to the parties hereto in writing and shall constitute a conclusive determination of the issue(s) in question, binding upon the parties hereto and shall not be contested by any of them.

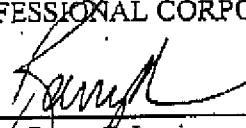
(j) Binding arbitration in accordance with the provisions of this Section 7.06 shall constitute the sole and exclusive method by which disputes relating to this Agreement and the Merger shall be resolved in the event that they cannot be resolved informally by the parties hereto; *provided, however*, that nothing in this Section 7.06 shall prevent either party hereto from seeking preliminary injunctive relief from a court of competent jurisdiction.

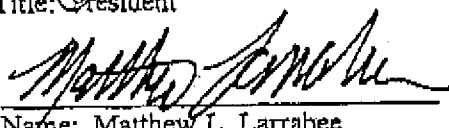
SECTION 7.07. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and fully performed within the State of California.

SECTION 7.08. Counterparts. This Agreement may be executed in two or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

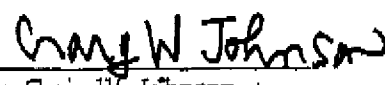
IN WITNESS WHEREOF, HEWM and VLG have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.


HELLER, EHRMAN, WHITE & MCAULIFFE, A
PROFESSIONAL CORPORATION

By: 
Name: Barry S. Levin
Title: President


Name: Matthew L. Larrabee
Title: Assistant Secretary

VENTURE LAW GROUP, A PROFESSIONAL
CORPORATION

By: 
Name: Craig W. Johnson
Title: President


Name: David M. Jargello
Title: Secretary

VENTURE LAW GROUP,
A PROFESSIONAL CORPORATION

Officers' Certificate of Approval of Merger

The undersigned, Craig W. Johnson and David M. Jargiello, and each of them, do hereby certify that:

1. They are the President and the Secretary, respectively, of Venture Law Group, A Professional Corporation, a professional corporation organized under the laws of the State of California (the "Corporation").
2. The principal terms of the Agreement of Merger (the "Agreement of Merger") in the form attached hereto were duly approved by the Board of Directors and shareholders of the Corporation.
3. The total number of outstanding shares entitled to vote on the principal terms of the Agreement of Merger in the form attached hereto was 1,144,735 shares of Common Stock of the Corporation.
4. The percentage vote required was more than 50% of the outstanding shares of Common Stock of the Corporation. The principal terms of the Agreement of Merger in the form attached were approved by a vote of a number of shares which equaled or exceeded the vote required.

The undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge. Executed at Menlo Park, California, on September 30, 2003.



Name: Craig W. Johnson
Title: President



Name: David M. Jargiello
Title: Secretary

**HELLER, EHRMAN, WHITE & MCAULIFFE,
A PROFESSIONAL CORPORATION**

Officers' Certificate of Approval of Merger

The undersigned, Barry S. Levin and Matthew L. Larrabee, and each of them, do hereby certify that:

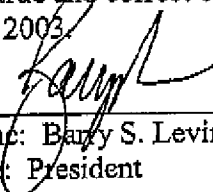
1. They are the President and the Assistant Secretary, respectively, of Heller, Ehrman, White & McAuliffe, A Professional Corporation, a professional corporation organized under the laws of the State of California (the "Corporation").

2. The principal terms of the Agreement of Merger (the "Agreement of Merger") in the form attached hereto were duly approved by the Board of Directors and shareholders of the Corporation.

3. The total number of outstanding shares entitled to vote on the principal terms of the Agreement of Merger in the form attached hereto was 100,000 shares of Common Stock of the Corporation. No approval of the holders of Preferred Stock of the Corporation was required because the rights, preferences, privileges and restrictions granted to or imposed upon this class of shares remain unchanged under the terms of the Agreement of Merger.

4. The percentage vote required was more than 50% of the outstanding shares of Common Stock of the Corporation, voting as a separate class. No approval of the holders of Preferred Stock of the Corporation was required because the rights, preferences, privileges and restrictions granted to or imposed upon this class of shares remain unchanged under the terms of the Agreement of Merger. The principal terms of the Agreement of Merger in the form attached were approved by a vote of a number of shares of each class which equaled or exceeded the vote required.

The undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge. Executed at San Francisco, California, on September 30, 2003.



Name: Barry S. Levin
Title: President

Name: Matthew L. Larrabee
Title: Assistant Secretary

**HELLER, EHRMAN, WHITE & MCAULIFFE,
A PROFESSIONAL CORPORATION**

Officers' Certificate of Approval of Merger

The undersigned, Barry S. Levin and Matthew L. Larrabee, and each of them, do hereby certify that:

1. They are the President and the Assistant Secretary, respectively, of Heller, Ehrman, White & McAuliffe, A Professional Corporation, a professional corporation organized under the laws of the State of California (the "Corporation").

2. The principal terms of the Agreement of Merger (the "Agreement of Merger") in the form attached hereto were duly approved by the Board of Directors and shareholders of the Corporation.

3. The total number of outstanding shares entitled to vote on the principal terms of the Agreement of Merger in the form attached hereto was 100,000 shares of Common Stock of the Corporation. No approval of the holders of Preferred Stock of the Corporation was required because the rights, preferences, privileges and restrictions granted to or imposed upon this class of shares remain unchanged under the terms of the Agreement of Merger.

4. The percentage vote required was more than 50% of the outstanding shares of Common Stock of the Corporation, voting as a separate class. No approval of the holders of Preferred Stock of the Corporation was required because the rights, preferences, privileges and restrictions granted to or imposed upon this class of shares remain unchanged under the terms of the Agreement of Merger. The principal terms of the Agreement of Merger in the form attached were approved by a vote of a number of shares of each class which equaled or exceeded the vote required.

The undersigned declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge. Executed at San Francisco, California, on September 30, 2003.

Name: Barry S. Levin
Title: President

Matthew L. Larrabee

Name: Matthew L. Larrabee
Title: Assistant Secretary

