

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/25/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PanGo Networks, Inc.		11/24/2003	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PanGo Networks, Inc.
Street Address:	959 Concord Street
Internal Address:	Suite 100
City:	Framingham
State/Country:	MASSACHUSETTS
Postal Code:	01701
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2923531	PANGO

CORRESPONDENCE DATA

Fax Number: (214)200-0853
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-651-5110
 Email: stendell@haynesboone.com
 Correspondent Name: Leanne Stendell, Haynes and Boone, LLP
 Address Line 1: 901 Main Street
 Address Line 2: Suite 3100
 Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	29668.TM/PANGO
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NAME OF SUBMITTER:	Leanne Stendell
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Signature:	/Leanne Stendell/
Date:	01/11/2008
Total Attachments: 8 source=Certificate of Merger - PanGo PA - PanGo DE#page1.tif source=Certificate of Merger - PanGo PA - PanGo DE#page2.tif source=Certificate of Merger - PanGo PA - PanGo DE#page3.tif source=Certificate of Merger - PanGo PA - PanGo DE#page4.tif source=Certificate of Merger - PanGo PA - PanGo DE#page5.tif source=Certificate of Merger - PanGo PA - PanGo DE#page6.tif source=Certificate of Merger - PanGo PA - PanGo DE#page7.tif source=Certificate of Merger - PanGo PA - PanGo DE#page8.tif	

CERTIFICATE OF MERGER

OF

PANGO NETWORKS, INC.
(a Pennsylvania corporation)

WITH AND INTO

PANGO NETWORKS, INC.
(a Delaware corporation)

**(Pursuant to Section 252 of the
Delaware General Corporation Law)**

Pursuant to Section 252 of the Delaware General Corporation Law (the "DGCL"), Pango Networks, Inc., a Delaware corporation ("Pango Networks, Inc."), hereby certifies the following in connection with the merger (the "Merger") of Pango Networks, Inc. ("Parent"), a Pennsylvania corporation, with and into Pango Networks, Inc.:

1. **Name and State of Incorporation.** The names and states of incorporation of Pango Networks, Inc. and Parent, which are the only constituent corporations in the Merger (the "Constituent Corporations"), are:

<u>Name</u>	<u>State of Incorporation</u>
Pango Networks, Inc.	Delaware
Pango Networks, Inc.	Pennsylvania

2. **Agreement of Merger.** The Agreement and Plan of Merger, dated as of November 24, 2003, by and between Pango Networks, Inc. and Parent (the "Agreement of Merger"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 252 of the DGCL.

3. **Name of Surviving Corporation.** Pango Networks, Inc. shall be the corporation surviving the Merger (the "Surviving Corporation"), and, the name of the Surviving Corporation shall be Pango Networks, Inc..

4. **Certificate of Incorporation of Surviving Corporation.** The Certificate of Incorporation of Pango Networks, Inc. as in effect immediately prior to the Merger shall be the Certificate of Incorporation of the Surviving Corporation.

5. **Agreement of Merger on File.** The executed Agreement of Merger is on file at the principal place of business of the Surviving Corporation, which is located at: 938 Penn Avenue, Pittsburgh, PA 15222.

6. **Copy of Agreement of Merger.** A copy of the Agreement of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of the Constituent Corporations.

7. **Authorized Capital Stock.** The authorized capital stock of each foreign corporation which is a party to the Merger is as follows:

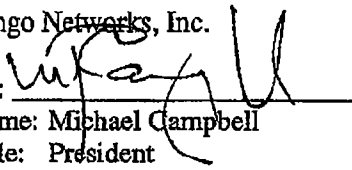
<u>Corporation</u>	<u>Class</u>	<u>Number of Shares</u>	<u>Par Value Per Share</u>
Parent	Common	42,000,000	\$0.001

8. **Effective Date.** The Merger shall be effective on November 25, 2003.

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IN WITNESS WHEREOF, this Certificate of Merger has been executed on behalf of Pango Networks, Inc. by a duly authorized officer as of this 24th day of November, 2003.

Pango Networks, Inc.

By: 
Name: Michael Campbell
Title: President

[Signature Page to Certificate of Merger]

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

OF

**PANGO NETWORKS, INC.
(a Pennsylvania corporation)**

WITH AND INTO

**PANGO NETWORKS, INC.
(a Delaware corporation)**

This AGREEMENT AND PLAN OF MERGER (the "Plan of Merger"), dated as of November 24, 2003, by and between Pango Networks, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Parent") and Pango Networks, Inc., a corporation organized and existing under the laws of the State of Delaware and a wholly owned subsidiary of Parent ("Merger Sub"), with reference to the following recitals:

A. Parent is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania. The entire authorized capital stock of Parent consists of 42,000,000 shares of capital stock, consisting of 42,000,000 shares of Common Stock (the "Parent Shares"), par value \$0.001 per share, of which 5,582,192 shares are issued and outstanding.

B. Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The entire authorized capital stock of Merger Sub consists of 10,000,000 shares of capital stock, consisting of 10,000,000 shares of Common Stock (the "Merger Sub Common Shares"), par value \$.001 per share, of which 100 shares are issued and outstanding and owned by Parent.

C. The Boards of Directors of Parent and Merger Sub have deemed it advisable and in their mutual best interests and in the best interests of the shareholders and stockholders of Parent and Merger Sub, respectively, that Parent be merged with and into Merger Sub in a transaction that is intended to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

D. The Board of Directors and shareholders of each of Parent and Merger Sub have adopted resolutions approving this Plan of Merger in accordance with the Pennsylvania Business Corporation Law of 1988, as amended (the "PBCL") and the Delaware General Corporation Law, as amended (the "DGCL").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, agree as follows:

1. Parties to Merger. Parent and Merger Sub (such corporate parties to the merger being hereinafter sometimes together referred to as the "Constituent Corporations") shall effect a merger (the "Merger") in accordance with and subject to the terms and conditions of this Plan of Merger.

2. Merger; Governing Law. At the Effective Time (as defined in Section 3 hereof), Parent shall be merged with and into Merger Sub, the separate corporate existence of Parent shall cease, and Merger Sub shall continue as the surviving corporation (the "Surviving Corporation") under the corporate name Pango Networks, Inc.. The Surviving Corporation shall continue to be governed by the laws of the State of Delaware.

3. Filing and Effective Time. A Certificate of Merger to be filed with the Secretary of the State of Delaware and Articles of Merger to be filed with the Department of State of the Commonwealth of Pennsylvania, as appropriate, and such other documents and instruments as are required by, and complying in all respects with, the PBCL and the DGCL shall be delivered to the appropriate state officials for filing. The Merger shall become effective at such time as the later of the Certificate of Merger and the Articles of Merger is accepted for record by the applicable state officials or such other time as specified in both the Certificate of Merger and Articles of Merger (the "Effective Time").

4. Certificate of Incorporation. At the Effective Time, the Certificate of Incorporation of Merger Sub shall be and thereafter remain the Certificate of Incorporation of the Surviving Corporation and until thereafter amended in accordance with applicable law, and the Surviving Corporation shall continue to be a corporation organized and governed by the laws of the State of Delaware.

5. Bylaws. At the Effective Time, the Bylaws of Merger Sub shall be and thereafter remain the Bylaws of the Surviving Corporation until altered, amended or repealed in the manner therein provided in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law.

6. Directors and Officers. At the Effective Time, the directors and the officers of Merger Sub shall be the directors and the officers of the Surviving Corporation; each such director and officer shall hold office until his resignation or removal, in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law.

7. Capital Stock. At the Effective Time:

(a) each Parent Common Share issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and shall represent the right to receive one-tenth of one share of Merger Sub Common Stock;

(b) each share of Merger Sub Common Stock issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holders thereof, be canceled and cease to exist; and

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(c) the Pango 2002 Stock Option Plan (the "Former Parent Stock Option Plan") and all options to purchase Parent Common Stock ("Former Parent Options") then outstanding under the Parent Stock Option Plan shall be assumed by Merger Sub and any Former Parent Option shall be exercisable for Merger Sub Common Stock and all references pursuant to the Former Parent Stock Option Plan to Parent Common Stock shall refer to Merger Sub Common Stock.

8. Certificates. As a result of the Merger and without any action on the part of any holder thereof, all Parent Shares shall cease to be outstanding and shall be canceled and retired and shall cease to exist, and each holder of a certificate or certificates ("Certificates") representing any such Parent Shares shall thereafter cease to have any rights with respect to such shares, except the right to receive a number of whole shares of Merger Sub Common Stock in accordance with Section 7. Such holder of Parent Shares shall receive a certificate or certificates that represent that number of whole shares of Merger Sub Common Stock in accordance with the following procedures:

(a) Upon surrender to Merger Sub of Certificates representing all of such holder's Parent Shares, such holder shall be entitled to receive, in exchange therefore, a certificate or certificates representing that number of whole shares of Merger Sub Common Stock which such holder has the right to receive in respect of the Certificates surrendered pursuant to the provisions of Section 7. Each Certificate so surrendered shall forthwith be canceled.

(b) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and containing such indemnification provisions as Merger Sub may deem appropriate including without limitation the posting of a bond in such amount as Merger Sub may direct as indemnity against any claim that may be made against it with respect to such Certificate, Merger Sub will issue in exchange for such lost, stolen or destroyed Certificate, a certificate representing that number of whole shares of Merger Sub Common Stock which the holder of Certificate had such Certificate been surrendered pursuant to the provisions of this Section 8.

(c) If any certificate for shares of Merger Sub 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 such exchange that the Certificate(s) so surrendered shall be properly endorsed for transfer (or accompanied by an appropriate instrument of transfer) and shall otherwise be in proper form for transfer, and that the person requesting such exchange shall pay any transfer or other taxes required by reason of the issuance of certificates for such shares of Merger Sub Common Stock in a name other than that of the registered holder of the Certificate surrendered, or shall establish to the satisfaction of Merger Sub that any such taxes have been paid or are not applicable.

(d) No dividends or other distributions on shares of Merger Sub Common Stock shall be paid with respect to any Parent Shares or other securities represented by a Certificate until such Certificate is surrendered for exchange as provided in Section 8(a) hereof.

Subject to the effect of applicable laws, following surrender of any such Certificate, there shall be paid to the holder of a certificate representing shares of Merger Sub Common Stock issued in exchange therefor (i) at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time payable with respect to such shares of Merger Sub Common Stock and not paid, without interest and less the amount of any withholding taxes which may be required thereon, and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender thereof and a payment date subsequent to surrender thereof payable with respect to such shares of Merger Sub Common Stock, less the amount of any withholding taxes which may be required thereon.

(e) At and after the Effective Time, there shall be no further registration of transfers on the stock transfer books of the Parent of the Parent Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be canceled and exchanged for certificates for shares of Merger Sub Common Stock in accordance with the procedures set forth in this Section 8.

9. Effect of Merger. At the Effective Time, the Merger shall have the effect set forth in the PBCL and the DGCL.

10. Further Assurances. Each of the Constituent Corporations shall use its best efforts to take all action and to do all things necessary in order to consummate and make effective the actions contemplated in this Plan of Merger. If at any time the Surviving Corporation, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of Parent acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan of Merger, Parent and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Plan of Merger; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Parent or otherwise to take any and all such action.

11. Amendment or Termination. Notwithstanding shareholder approval of this Plan of Merger, this Plan of Merger may be amended or terminated at any time on or before the Effective Time by agreement of the Boards of Directors of the Constituent Corporations.

12. Counterparts. This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders, have duly executed this Plan of Merger as of the day and year first written above.

PANGO NETWORKS, INC., a Pennsylvania corporation

By: 

Name: Michael Campbell

Title: President

PANGO NETWORKS, INC., a Delaware corporation

By: 

Name: Michael Campbell

Title: President

[Signature Page to Agreement and Plan of Merger]