

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	05/31/2008		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	ARK MERGER CORPORATION		05/31/2008
	OPENAIR, INC.		05/31/2008
RECEIVING PARTY DATA			
Name:	NETSUITE INC.		
Street Address:	2955 Campus Drive, Suite 100		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94403-2511		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2568204	OPENAIR
	Registration Number:	3557185	OPENAIR
CORRESPONDENCE DATA			
Fax Number:	(408)255-8002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	408-255-8001		
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Correspondent Name:	BEYER LAW GROUP LLP		
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Address Line 4:	Cupertino, CALIFORNIA 95015-1687		
ATTORNEY DOCKET NUMBER:	NETLT007, NETLT008		
NAME OF SUBMITTER:	Michael L. Louie		

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**TRADEMARK
 REEL: 004132 FRAME: 0352**

Signature:	/Michael L. Louie/
Date:	01/15/2010
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**AGREEMENT AND PLAN OF MERGER
BY AND AMONG
NETSUITE INC.,
ARK MERGER CORPORATION,
OPENAIR, INC.,
REX-TIMEBILLS, LLC, AS SECURITYHOLDER REPRESENTATIVE, AND
U.S. BANK, NATIONAL ASSOCIATION, AS ESCROW AGENT**

Dated as of May 31, 2008

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	1
1.1 <i>Certain Defined Terms</i>	1
1.2 <i>Additional Defined Terms</i>	8
1.3 <i>Interpretations</i>	12
ARTICLE II THE MERGER	12
2.1 <i>The Merger</i>	12
2.2 <i>The Closing</i>	12
2.3 <i>The Effective Time</i>	12
2.4 <i>General Effects of the Merger</i>	13
2.5 <i>Certificate of Incorporation and Bylaws of the Surviving Corporation</i>	13
2.6 <i>Directors and Officers of the Surviving Corporation</i>	13
2.7 <i>Effect of Merger on the Capital Stock of the Constituent Corporations</i>	13
2.8 <i>Dissenting Shares</i>	15
2.9 <i>Determination of Final Adjusted Closing Merger Consideration</i>	15
2.10 <i>Closing Payment Procedures</i>	18
2.11 <i>No Further Ownership Rights in Company Capital Stock</i>	20
2.12 <i>No Liability</i>	20
2.13 <i>Transfers of Ownership</i>	20
2.14 <i>Surrender of Certificates; Lost, Stolen or Destroyed Certificates</i>	20
2.15 <i>Additional Adjustments to Merger Consideration</i>	21
2.16 <i>Further Assurances</i>	21
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY	21
3.1 <i>Organization of the Company</i>	21
3.2 <i>Company Capital Structure</i>	22
3.3 <i>Subsidiaries</i>	23
3.4 <i>Authority</i>	23
3.5 <i>No Conflict</i>	24
3.6 <i>Consents</i>	24
3.7 <i>Company Financial Statements</i>	24
3.8 <i>Internal Accounting Controls</i>	25
3.9 <i>No Undisclosed Liabilities</i>	25
3.10 <i>No Changes</i>	25
3.11 <i>Accounts Receivable</i>	29
3.12 <i>Tax Matters</i>	29
3.13 <i>Restrictions on Business Activities</i>	31
3.14 <i>Title to Properties; Absence of Liens and Encumbrances; Condition of Equipment;</i> <i>Customer Information</i>	32
3.15 <i>Intellectual Property</i>	33

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of May 31, 2008 by and among NetSuite Inc., a Delaware corporation ("Parent"), Ark Merger Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), OpenAir, Inc., a Delaware corporation (the "Company"), Rex-TimeBills, LLC, as securityholder representative (the "Securityholder Representative"), and U.S. Bank, National Association, as Escrow Agent (the "Escrow Agent"). All capitalized terms that are used in this Agreement shall have the respective meanings ascribed thereto in Article I hereof.

RECITALS

A. The boards of directors of each of Parent, Merger Sub and the Company have determined that it is advisable and in the best interests of each corporation and its respective stockholders that Parent acquire the Company through the statutory merger of Merger Sub with and into the Company (the "Merger") and, in furtherance thereof, have approved this Agreement and the Merger.

B. Pursuant to the Merger, among other things, and subject to the terms and conditions of this Agreement, (i) all issued and outstanding Company Capital Stock will be converted into the right to receive the Merger Consideration set forth herein, and (ii) all issued and outstanding Company Options to purchase Company Capital Stock not otherwise exercised prior to the Merger will be cashed out by Parent and cancelled in accordance with the terms hereof.

C. Immediately following the execution and delivery of this Agreement by the parties hereto, the Company will seek to obtain from holders of a type and number of shares of capital stock of the Company sufficient to adopt and approve this Agreement, the Merger and the transactions contemplated hereby, in each case as required under applicable law, the Company's certificate of incorporation and bylaws, and any applicable agreements between the Company, on the one hand, and any holders of its capital stock, on the other hand (the "Required Stockholder Approval") are executing and delivering written consents and releases, in the form attached hereto as Exhibit A (each, a "Stockholder Written Consent" and collectively, the "Stockholder Written Consents").

D. Contemporaneously with the execution and delivery of this Agreement by the parties hereto, as a material inducement to Parent and Merger Sub to enter into this Agreement, each of the Key Employees are executing (i) an offer letter with Parent, each in substantially the form attached hereto as Exhibit B-1 (collectively, the "Key Employee Offer Letters"), and (ii) a Confidential Information and Invention Assignment Agreement with Parent, each in substantially the form attached hereto as Exhibit B-2 (collectively, the "Confidential Information and Invention Assignment Agreements"), each to be effective as of the Effective Time.

E. The Company, Parent and Merger Sub, desire to make certain representations, warranties, covenants and other agreements in connection with the Merger.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby agree as follows:

[REDACTED]

[REDACTED]

3.15 *Intellectual Property.*

(a) *Company Products.*

(i) Section 3.15(a)(i) of the Disclosure Schedule contains a complete and accurate list of all Company Products.

(ii) Section 3.15(a)(ii) of the Disclosure Schedule lists all third party computer software that is included in or used for the provision of the Company Products, and identifies, for each such item of software, the Contract pursuant to which the Company is licensed to use, distribute or make available such software in connection with the Company Products.

(iii) Section 3.15(a)(iii) of the Disclosure Schedule sets forth a complete list of all current bugs, defects or errors with respect to the Company Products of which the Company has Knowledge, including any failures of the Company Products to operate in conformance with the Company's documentation and specifications therefor.

(iv) All Company Products (and all modules and parts thereof) are free of any and all "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus" or other software routines or hardware components that permit unauthorized access or the unauthorized disablement or erasure of such Company Product (or all parts thereof) or data or other software of users ("Contaminants"). The Company has taken commercially reasonable steps and implemented commercially reasonable procedures (including the steps and procedures specified in Section 3.15(a)(iv)(A) of the Disclosure Schedule) intended to protect the Company's information technology systems from Contaminants. The Company and its subsidiaries have implemented the disaster recovery and security plans, procedures and facilities specified in Section 3.15(a)(iv)(B) of the Disclosure Schedule. To the Company's Knowledge, there have been no material unauthorized intrusions or breaches of the security of the Company's information technology systems.

(b) *Registered Intellectual Property.*

(i) Section 3.15(b)(i) of the Disclosure Schedule contains a complete and accurate list of all Company Registered Intellectual Property, any claims, proceedings or actions before any court, tribunal (including the U.S. Patent and Trademark Office or equivalent foreign authority) related to the Company Registered Intellectual Property, and any actions that must be taken within ninety (90) calendar days after the Effective Time for the purposes of obtaining, maintaining, perfecting or preserving or renewing any Company Registered Intellectual Property, including the payment of any registration, maintenance or renewal fees or the filing of any responses to office actions, documents, applications or certificates.

(ii) To the Knowledge of the Company, each item of Company Registered Intellectual Property is valid and enforceable. All necessary registration, maintenance and renewal fees currently due in connection with each item of Company Registered Intellectual Property have been made and all necessary documents, recordations and certificates in connection with each item of Company Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of prosecuting, perfecting and

maintaining each item of Company Registered Intellectual Property. To the Knowledge of the Company, there exists no information, materials, facts, or circumstances, including any information or fact that would constitute prior art, that would render any of the Company Registered Intellectual Property invalid or unenforceable, or would materially affect any pending application for any Company Registered Intellectual Property. The Company has not misrepresented, or failed to disclose, any facts or circumstances in any application for any Company Registered Intellectual Property that would constitute fraud or a misrepresentation with respect to such application.

(iii) Section 3.15(b)(iii) of the Disclosure Schedule contains a complete and accurate list of all material unregistered copyrights and all material unregistered Trademarks used by the Company.

(c) *Ownership.*

(i) The Company owns, and has good title to, each item of Company-Owned Intellectual Property free and clear of any lien or encumbrance (other than Permitted Liens and the licenses granted by the Company in the Intellectual Property Contracts) or joint ownership rights. Except as set forth in Section 3.15(c)(i) of the Disclosure Schedule and other than Permitted Liens, no Company-Owned Intellectual Property or Company Product is subject to any Claim, or any order, judgment or stipulation arising out of any Claim, restricting the use, transfer, or licensing thereof, or affecting the validity, use or enforceability thereof. Except as set forth in Section 3.15(c)(i) of the Disclosure Schedule, all Company-Owned Intellectual Property will be fully transferable, alienable or licensable by Surviving Corporation and/or Parent without restriction and without payment of any kind to any person.

(ii) Except as set forth in Section 3.15(c)(ii) of the Disclosure Schedule, all Company-Owned Intellectual Property incorporated into or embodied in any Company Product was developed solely by either (A) employees of the Company acting within the scope of their employment, each of whom have executed Employee Proprietary Information Agreements that assign all of their rights, including all Intellectual Property Rights therein, to the Company or (B) by third parties who have validly assigned all of their rights, including all Intellectual Property rights therein, to the Company. To the extent any such Company Owned Intellectual Property is Registered Intellectual Property, to the maximum extent provided for by, and in accordance with, applicable laws and regulations, the Company has recorded each such assignment with the relevant Governmental Entity.

(iii) No person who has licensed or assigned any Intellectual Property to the Company has ownership rights or license rights to improvements or modifications made by or for the Company in or to such Intellectual Property. No person other than the Company owns or has a contractual right to own any Intellectual Property developed by the Company.

(iv) Except as set forth in Section 3.15(c)(iv) of the Disclosure Schedule, the Company has not (A) transferred ownership of, or granted any exclusive license of or exclusive right to use, or authorized the retention of any exclusive rights to use or joint ownership of, Company-Owned Intellectual Property, to any other person, (B) granted any person the right to sublicense any Company-Owned Intellectual Property, or (C) permitted the Company's rights in any Company-Owned Intellectual Property to lapse or enter the public domain.

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, Parent, Merger Sub, the Company, the Escrow Agent and the Securityholder Representative have executed, or caused this Agreement to be executed, all as of the date first written above.

NETSUITE INC.

By: 

Name: Zachary Nelson

Title: President & CEO

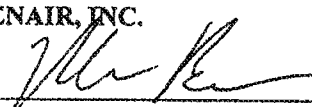
ARK MERGER CORPORATION

By: 

Name: Douglas P. Solomon

Title: President

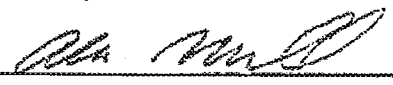
OPENAIR, INC.

By: 

Name: Morris Panner

Title: President and Chief Executive Officer

U.S. BANK, NATIONAL ASSOCIATION

By: 

Name: ALAN MARAVILLA

Title: VICE PRESIDENT

REX-TIMEBILLS, LLC

By: 

Name: Arthur X. Duffy

Title: Manager and Member

AGREEMENT AND PLAN OF MERGER

TRADEMARK
REEL: 004132 FRAME: 0359

Disclosure Schedule 3.15(b)(i)
Company Registered Intellectual Property:

OPENAIR, U.S. Reg. No. 2,568,204. Trademark was renewed on May 7, 2008.

Company has filed an application on May 23, 2008 to extend the existing trademark class for OPENAIR to include Class 42.

Domain name registrations:

www.openair.com
www.openairl.com
www.timebills.com