

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Resonate Networks, LLC		12/31/2009	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Resonate Networks, Inc.
Street Address:	12010 Sunset Hills Road
Internal Address:	Suite 410
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77724753	TARGETING WITH ATTITUDE. ONLINE.
Serial Number:	77726736	RESONATE NETWORKS
Serial Number:	77871291	QVI
Serial Number:	77871285	QUALITY VISITATION INDEX

CORRESPONDENCE DATA

Fax Number: (202)342-8451
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-342-8400
 Email: ytavakoli@kelleydrye.com
 Correspondent Name: David R. Yohannan
 Address Line 1: 3050 K Street N.W.
 Address Line 2: Suite 400
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20007

TRADEMARK

900157173

REEL: 004168 FRAME: 0113

CH \$115.00 77724753

ATTORNEY DOCKET NUMBER:	019532.0600
NAME OF SUBMITTER:	David R. Yohannan
Signature:	/DRY/
Date:	03/16/2010

Total Attachments: 11

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**ARTICLES OF MERGER
BETWEEN**

RESONATE NETWORKS, LLC 5261928-8
(a Virginia limited liability company)

AND

RESONATE NETWORKS, INC. Nov 20'07
(a Delaware corporation)

**Pursuant to Sections 13.1-1070 through 13.1-1073 of the Virginia Limited Liability
Company Act**

Resonate Networks, Inc., a corporation duly organized and existing under the laws of the State of Delaware ("Surviving Corporation") and Resonate Networks, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Virginia ("Merging Company"), do hereby certify that:

FIRST: Surviving Corporation and Merging Company agree to merge and are parties to a Plan and Agreement of Merger, dated as of December 31, 2009 (the "Merger Agreement"), pursuant to which Merging Company will merge with and into Surviving Corporation (the "Merger"), with Surviving Corporation remaining as the successor or surviving entity. A copy of the Merger Agreement is attached hereto as **EXHIBIT A** and is made a part hereof. All conditions precedent to the Merger have been satisfied.

SECOND: The Surviving Corporation was incorporated in the State of Delaware. The principal office of the Surviving Corporation is 12010 Sunset Hills Road, Suite 410, Reston, VA 20190.

THIRD: The Merger Agreement was adopted by the Merging Company in accordance with Virginia Limited Liability Company Act, Sections 13.1-1071.

FOURTH: The Merger is permitted by the Delaware General Corporation Law (the "DGCL"). The Surviving Company has complied with the requirements of DGCL Title 8, Section 265.

FIFTH: The terms and conditions of the Merger under the Merger Agreement were advised, authorized, and approved by each party to these Articles of Merger in the manner and by the vote required under its respective constituent documents, the Virginia Limited Liability Company Act, and the Delaware General Corporation Law. The Board of Directors of the Surviving Corporation approved the Merger Agreement and the Merger by unanimous written consent dated December 31, 2009. The sole stockholder of the Surviving Corporation approved the Merger Agreement and the Merger by written consent dated December 31, 2009.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Surviving Corporation and Merging Company have caused these Articles of Merger to be signed as of December 31, 2009.

RESONATE NETWORKS, INC., a Delaware corporation

By: *Byron T. Gersert*
Name: *Byron T. Gersert*
Title: *CEO*

RESONATE NETWORKS, LLC, a Virginia limited liability company

By: *Byron T. Gersert*
Name: *Byron T. Gersert*
Title: *CEO*

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("*Agreement*"), dated as of December 31, 2009, by and between RESONATE NETWORKS, LLC, a Virginia limited liability company (the "*Company*"), and RESONATE NETWORKS, INC., a Delaware corporation ("*Surviving Entity*").

RECITALS

WHEREAS, the Board of Directors of Surviving Entity (the "*Board*") and the Board of Managers of the Company (the "*Managers*") deem it advisable and in the best interests of each entity and their respective members or stockholders, as the case may be, that Surviving Entity and the Company combine; and

WHEREAS, the combination of Surviving Entity and the Company shall be effected by the terms of this Agreement through a transaction in which the Company will merge with and into Surviving Entity, with Surviving Entity as the surviving entity and with the separate corporate existence of the Company ceasing (the "*Merger*").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties agree as follows:

ARTICLE 1

THE MERGER

1.1 **Effective Time of the Merger.** Subject to the provisions of this Agreement, a certificate of merger (the "*Certificate of Merger*") in such form as is required by the relevant provisions of the Delaware General Corporation Law ("*DGCL*") shall be duly prepared, executed and delivered to the Secretary of State of the State of Delaware, for filing, as provided in the DGCL, on or as soon as practicable after the Closing Date, as defined below. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such time thereafter as is provided in the Certificate of Merger (the "*Effective Time*"). In advance of filing the Certificate of Merger with the Secretary of State of the State of Delaware, Articles of Merger shall have been filed with the Virginia State Corporation Commission.

1.2 Effects of the Merger.

(a) At the Effective Time the separate existence of the Company shall cease and Company shall be merged with and into Surviving Entity.

(b) At and after the Effective Time, Surviving Entity shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Company; and all and singular rights, privileges, powers and franchises of the Company, and all property, real, personal and mixed (whether tangible or intangible), and all debts due to the Company on whatever account, as well as all other things in action or belonging to the Company, shall be vested in Surviving Entity, and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of Surviving Entity as they were of the Company, and the title to any real estate vested by deed or otherwise, in the Company, shall not revert or be in any way impaired, but all rights of creditors and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company shall thereafter attach to Surviving Entity, and may be enforced against it to the same extent as if such debts and liabilities had been incurred by it.

1.3 Conversion of Company Membership Interests.

(a) At the Effective Time, all Series A Preferred Units of the Company issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of any holders thereof, be converted into and exchanged for the number of duly authorized, validly-issued, fully-paid and non-assessable shares of Series A Preferred Stock as set forth in EXHIBIT A attached hereto.

(b) At the Effective Time, all Common Units of the Company issued and outstanding immediately prior to the Effective Time shall, by virtue of this Merger Agreement and without any action on the part of any holders thereof, be converted into and exchanged for the number of duly authorized, validly-issued, fully-paid and non-assessable shares of Common Stock as set forth in EXHIBIT B attached hereto.

(c) At the Effective Time, all profits interest issued under the Company's 2008 Unit Option and Profits Interest Plan (an "*Profits Interest*") and outstanding immediately prior to the Effective Time shall, by virtue of this Merger Agreement and without any action on the part of any holders thereof, be converted into and exchanged for the number of duly authorized, validly-issued, fully-paid and non-assessable shares of Common Stock as set forth in EXHIBIT B attached hereto.

1.4 Conversion of Company Options. At the Effective Time, all options to purchase Common Units issued under the Company's 2008 Unit Option and Profits Interest Plan (an "*Option*") and outstanding immediately prior to the Effective Time shall, by virtue of this Merger Agreement and without any action on the part of any holders thereof, be converted into and exchanged for an option to purchase the number of shares of Common Stock as set forth in EXHIBIT C attached hereto, at an exercise price equal to the original exercise price of the Option and otherwise on the terms and conditions of the Surviving Entity's 2009 Equity Incentive Plan.

1.5 Receipt of Certificates. At or after the Effective Time, each holder of membership interests of the Company shall receive from Surviving Entity a certificate representing the number of shares of Common Stock or Series A Preferred Stock, as applicable, of Surviving Entity that such holder has the right to receive pursuant to Section 1.3.

1.6 Company Membership Interests Cancelled. At the Effective Time, holders of membership interests of the Company outstanding immediately prior to the Effective Time shall cease to have any rights as members of the Company.

1.7 Surviving Entity Common Stock. At the Effective Time, the one hundred (100) shares of Surviving Entity's Common Stock held by the Company shall be automatically cancelled for no consideration and shall be retired.

ARTICLE 2

CLOSING

2.1 Closing. The closing (the "*Closing*") of the Merger shall take place at the offices of Cooley Godward Kronish LLP, One Freedom Square, 11951 Freedom Drive, Reston, VA, 20190-5656, at the Effective Time, or on such other date, time and/or place as may be mutually agreed upon by Surviving Entity and the Company. The date of the Closing is referred to herein as the "*Closing Date*."

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 Existence. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of Virginia.

3.2 Limited Liability Company Power; Authorization; Enforceable Obligations. The Company has the limited liability company power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by the Company has been duly authorized by its Managers, and no further limited liability company action on the part of the Company is necessary to authorize this Agreement and the performance of the transactions contemplated hereby. This Agreement has been duly executed and delivered on behalf of the Company by duly authorized persons, and this Agreement constitutes the legal, valid and binding obligations of the Company, enforceable against it in accordance with its terms.

3.3 Membership Interests. As of immediately prior to the Closing, each individual and entity listed on **EXHIBIT A** and **EXHIBIT B** holds the membership interests set forth opposite each such individual and entity's name. All outstanding membership interests of the Company are reflected on **EXHIBIT A** and **EXHIBIT B**.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SURVIVING ENTITY

4.1 Existence. Surviving Entity is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of Delaware.

4.2 Corporate Power; Authorization; Enforceable Obligations. Surviving Entity has the corporate power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Surviving Entity has been duly authorized by its Board of Directors and no further corporate action on the part of Surviving Entity is necessary to authorize this Agreement and the performance of the transactions contemplated hereby. This Agreement has been duly executed and delivered on behalf of Surviving Entity by a duly authorized officer of Surviving Entity, and this Agreement constitutes the legal, valid and binding obligations of Surviving Entity, enforceable against it in accordance with its respective terms.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 Further Assurances. Each party hereto shall execute and cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

5.2 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its provisions concerning conflict of laws that would cause the laws of another jurisdiction to govern.

5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

5.4 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5.5 Successors and Assigns. This Agreement shall be binding upon each of the parties hereto and each of their respective successors and assigns, if any. This Agreement shall

inure to the benefit of Surviving Entity, the Company and their respective successors and assigns, if any.

5.6 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter.

[SIGNATURE PAGE FOLLOWS]

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 13, 2010

The State Corporation Commission finds the accompanying articles submitted on behalf of

RESONATE NETWORKS, INC. (A DE CORP NOT QUALIFIED IN VA)

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective January 13, 2010. Each of the following:

Resonate Networks, LLC

is merged into RESONATE NETWORKS, INC. (A DE CORP NOT QUALIFIED IN VA), which
continues to exist under the laws of DELAWARE with the name RESONATE NETWORKS, INC.
(A DE CORP NOT QUALIFIED IN VA), and the separate existence of each non-surviving entity
ceases.

STATE CORPORATION COMMISSION

By



Commissioner

CERTIFICATE OF MERGER
merging

RESONATE NETWORKS, LLC,
a Virginia limited liability company

with and into

RESONATE NETWORKS, INC.,
a Delaware corporation

Pursuant to Section 264 of the
General Corporation Law of the State of Delaware

Resonate Networks, Inc., a Delaware corporation, does hereby certify that:

1. The name and state of organization or incorporation, as applicable, of each of the constituent entities (the "Constituent Entities") are as follows:

<u>Name</u>	<u>State of Organization/Incorporation</u>
Resonate Networks, LLC (the "Company")	Virginia
Resonate Networks, Inc. ("Surviving Entity")	Delaware

2. An Agreement and Plan of Merger, dated as of December 31, 2009, by and between the Company and the Surviving Entity, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with the requirements of Section 264 of the General Corporation Law of the State of Delaware ("DGCL"), pursuant to which the Company will merge with and into the Surviving Entity (the "Merger").

3. The name of the surviving corporation shall be "Resonate Networks, Inc."

4. The Certificate of Incorporation of Resonate Networks, Inc. shall be the Certificate of Incorporation of the Surviving Entity.

5. The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the principal place of business of the Surviving Entity is:

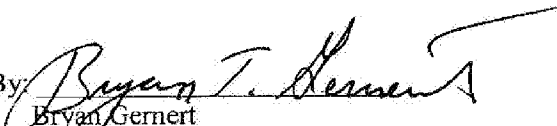
Resonate Networks, Inc.
12010 Sunset Hills Road
Suite 410
Reston, VA 20190

6. A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member or stockholder, as applicable, of either of the Constituent Entities.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Resonate Networks, Inc. has caused this Certificate of Merger to be signed by the undersigned, its authorized officer, as of December 31, 2009.

RESONATE NETWORKS, INC.

By: 
Bryan Gernert
Chief Executive Officer