

:DONALD R. GIBSON COMPANY:1308 CROWN DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.109/16/2010
900171778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/29/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Ubiquiti Networks, Inc., a California Company		06/29/2010
			Entity Type
			CORPORATION:
RECEIVING PARTY DATA			
Name:	Ubiquiti Networks, Inc., a Delaware Corporation		
Doing Business As:	DBA Ubiquiti Networks, Inc., a Delaware Corporation		
Street Address:	91 E. Tasman Drive		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95035		
Entity Type:	CORPORATION: <i>Delaware</i>		
PROPERTY NUMBERS Total: 13			
	Property Type	Number	Word Mark
	Serial Number:	85120381	AIRVISION
	Serial Number:	85118272	AIRSYNC
	Serial Number:	85117023	AIRBEAM
	Serial Number:	85100397	UNIFI
	Serial Number:	77980305	AIRGRID
	Serial Number:	77900348	UBIQUITI NETWORKS
	Registration Number:	3837240	AIRMAX
	Serial Number:	77906582	AIRWIRE
	Registration Number:	3829292	AIRCONTROL
	Serial Number:	77906575	UBNT
	Serial Number:	77726661	AIRBLAST

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Fax Server

:DONALD R. GIBSON COMPANY:1308 CROWN DRIVE

Registration Number:	3746223	AIROS
Registration Number:	3715098	AIRVIEW

CORRESPONDENCE DATA

Fax Number: (510)748-9459

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9259881165

Email: dgibson@ubnt.com

Correspondent Name: Donald R. Gibson

Address Line 1: 1308 Crown Drive

Address Line 4: Alameda, CALIFORNIA 94501

NAME OF SUBMITTER:

John Ritchie

Signature:

/JohnRitchie/

Date:

09/16/2010

Total Attachments: 21

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TRADEMARK

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"UBIQUITI NETWORKS, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "UBIQUITI NETWORKS, INC." UNDER THE NAME OF "UBIQUITI NETWORKS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF JUNE, A.D. 2010, AT 9:31 O'CLOCK P.M.


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

4834536 8100M

100702700

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8086776

DATE: 06-30-10

TRADEMARK

REEL: 004281 FRAME: 0709

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:34 PM 06/29/2010
FILED 09:31 PM 06/29/2010
SRV 100702700 - 4834536 FILE

**AGREEMENT AND PLAN OF MERGER
OF UBIQUITI NETWORKS, INC.
A DELAWARE CORPORATION
WHICH WILL DO BUSINESS IN CALIFORNIA
AS DELAWARE UBIQUITI NETWORKS, INC.
AND
UBIQUITI NETWORKS, INC.
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of June 29, 2010, (this "**Agreement**") is between Ubiquiti Networks, Inc., a Delaware corporation, which will do business in California as Delaware Ubiquiti Networks, Inc. ("**UBNT-Delaware**"), and Ubiquiti Networks, Inc., a California corporation ("**UBNT-California**"). UBNT-Delaware and UBNT-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. UBNT-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of One Hundred Ten Million Four Hundred Thirteen Thousand Eight Hundred Fifty Two (110,413,852) shares of capital stock, of which there are designated Ninety Six Million (96,000,000), \$0.001 par value, shares of common stock (the "**Common Stock**") and Fourteen Million Four Hundred Thirteen Thousand Eight Hundred Fifty Two (14,413,852), \$0.001 par value, shares of Series A Preferred Stock (the "**Series A Preferred**"). The Series A Preferred and Common Stock are, together, referred to herein as "**UBNT-Delaware Stock**." As of the date of this Agreement, 1,000 shares of Common Stock are issued and outstanding, all of which were held by UBNT-California. No shares of Series A Preferred are outstanding.

B. UBNT-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of One Hundred Ten Million Four Hundred Thirteen Thousand Eight Hundred Fifty Two (110,413,852) shares of capital stock, of which there are designated Ninety Six Million (96,000,000) shares of common stock (the "**UBNT-California Common Stock**") and Fourteen Million Four Hundred Thirteen Thousand Eight Hundred Fifty Two (14,413,852) shares of Series A Preferred Stock (the "**UBNT-California Series A Preferred**"). The UBNT-California Series A Preferred and UBNT-California Common Stock are, together, referred to herein as the "**UBNT-California Stock**." As of the effective date of the written consent of shareholders pursuant to which this Agreement was approved, 26,434,744 shares of UBNT-California Common Stock and 14,413,852 shares of UBNT-California Series A Preferred were issued and outstanding.

C. In June 2010, the Board of Directors of UBNT-California sought, and subsequently obtained, from the shareholders of UBNT-California ratification of the grant of options to purchase the Company's common stock on February 1, 2005, August 4, 2005 and February 1, 2006, pursuant to the Company's 2005 Equity Incentive Plan (the "**Ratified Options**").

D. For the purpose of effecting the reincorporation of UBNT-California in the state of Delaware and to ensure that there is no question regarding the valid issuance of (the "**Ratified Options**"), the Board of Directors of UBNT-California has determined that it is advisable and in the best interests of UBNT-California that UBNT-California merge with and into UBNT-Delaware upon the terms and conditions herein provided.

E. The respective Boards of Directors of UBNT-Delaware and UBNT-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

F. The Merger (as defined below) is intended to qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

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

I. MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, UBNT-California shall be merged with and into UBNT-Delaware (the "**Merger**"), the separate existence of UBNT-California shall cease and UBNT-Delaware shall be, and is herein sometimes referred as, the "**Surviving Corporation.**" and the name of the Surviving Corporation shall be Ubiquiti Networks, Inc.

1.2 **Filing and Effectiveness.** The Merger shall be completed when the following actions shall have been completed:

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

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed copy of this Agreement shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the California General Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective shall be as prescribed by Section 252 of the Delaware General Corporation Law and Section 1108 of the California General Corporation Law, and is herein called the "**Effective Date of the Merger.**"

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of UBNT-California shall cease and UBNT-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 its and UBNT-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of UBNT-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of UBNT-Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of UBNT-California in the same manner as if UBNT-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.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of UBNT-Delaware as in effect immediately prior to the Effective Date of the Merger 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 UBNT-Delaware as in effect immediately prior to the Effective Date of the Merger 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 UBNT-Delaware immediately prior to the Effective Date of the Merger shall be 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.

III. MANNER OF CONVERSION OF STOCK AND RIGHTS

3.1 UBNT-California Common Shares. Upon the Effective Date of the Merger, each share of UBNT-California Common Stock issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into one fully paid and nonassessable share of Common Stock.

3.2 UBNT-California Preferred Shares. Upon the Effective Date of the Merger, each share of UBNT-California Series A Preferred issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of UBNT-California Common Stock as set forth in the UBNT-California Amended and Restated Articles of Incorporation, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into one fully paid and nonassessable share of Series A Preferred, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which shares of Series A Preferred shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, as such share of

UBNT-California Series A Preferred was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.3 UBNT-California Options, Warrants, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of UBNT-California under, and continue, the option plans (including, without limitation, the 2005 Equity Incentive Plan, 2010 Equity Incentive Plan and any and all nonplan option agreements) and all other employee benefit plans of UBNT-California. Each outstanding, unexpired and unexercised option, warrant, other right to purchase, or security convertible into, UBNT-California Common Stock or UBNT-California Series A Preferred (a "Right") shall be assumed and become, subject to the provisions in paragraph (c) hereof, an option, warrant, right to purchase or a security convertible into the Surviving Corporation's Common Stock or Series A Preferred, respectively, for each one share of UBNT-California Common Stock or UBNT-California Series A Preferred, as the case may be, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such UBNT-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to UBNT-California Common Stock or UBNT-California Series A Preferred or to the Ratified Options. Such UBNT-California Common Stock and UBNT-California Series A Preferred and Ratified Options are subject to paragraphs 3.1, 3.2, and 3.5, respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock and Series A Preferred shall be reserved for issuance upon the exercise of options, warrants, stock purchase rights and convertible securities equal to the number of shares of UBNT-California Common Stock and UBNT-California Series A Preferred so reserved immediately prior to the Effective Date of the Merger.

(c) In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 UBNT-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by UBNT-Delaware, the holder of such shares or any other person, be canceled without consideration and returned to the status of authorized but unissued shares.

3.5 Exchange of Ratified Options. In exchange for the Ratified Options to the extent such Ratified Options are not converted automatically pursuant to Section 3.3 hereof, the Surviving Corporation shall, subject to the terms and conditions set forth in this Agreement, issue with respect to each surrendered Ratified Option an option to purchase the same number of shares of the common stock of the Surviving Corporation had such Ratified Options been validly issued and outstanding on the Effective Date of the Merger (the "Exchange"); provided, that each former holder of Ratified Options agrees to the release of all of such holder's Rights relating to any defect in the issuance of any of the Ratified Options, including all of such holder's right, title and interest in and to any defectively issued shares of UBNT-California stock, together with any and all potential or actual

claims or rights, whether at law or in equity, relating to the issuance of the Ratified Options (the "Release").

3.6 Cancellation of Physical Certificates/Issuance of Stock By Electronic Means. Each physical stock certificate representing issued and outstanding shares of UBNT-California Stock prior to the Effective Date of the Merger will, after the Effective Date of the Merger, be cancelled and such certificate will cease to represent any shares of capital stock of UBNT-California (and such certificate will not represent any shares of capital stock of the Surviving Corporation) and, further, such certificate will cease to entitle the holder thereof to exercise any voting and other rights with respect to, or to receive dividends and other distributions upon, any shares of capital stock of UBNT-California (and such certificate will not entitle the holder thereof to exercise any voting and other rights with respect to, or to receive dividends and other distributions upon, any shares of capital stock of the Surviving Corporation).

Each holder of a certificate representing issued and outstanding shares of UBNT-California Stock prior to the Effective Date of the Merger shall, upon the cancellation of such certificate on the Effective Date of the Merger, in lieu of receiving a physical certificate in exchange therefor, be registered in the Surviving Corporation's electronic book entry capitalization system as the holder of the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the shares represented by such cancelled certificate were converted as provided herein), which shares of Common Stock or Preferred Stock shall be issued and recorded by electronic means as of the Effective Date of the Merger.

If any shares of the Surviving Corporation's stock are to be electronically issued and recorded in a name other than that in which the stock certificate cancelled in exchange therefor is registered, it shall be a condition to the issuance and recordation thereof that such transfer be properly documented to the satisfaction of the Surviving Corporation and otherwise in compliance with applicable securities laws and, further, that the person requesting such transfer pay any transfer or other taxes payable by reason of such electronic issuance and recordation of shares in a name other than that of the registered holder of the certificate cancelled or otherwise establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of UBNT-Delaware. UBNT-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(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 California Franchise Tax Board necessary for the assumption by UBNT-Delaware of all of the franchise tax liabilities of UBNT-California.

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

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/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, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the principal terms and conditions of this Agreement.

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

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 91 E. Tasman Drive, San Jose, CA 95134, and copies thereof will be furnished to any stockholder of either Constituent Corporation upon request and without cost.

4.7 Governing Law. This Agreement 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 FIRPTA Notification.

(a) On the Effective Date of the Merger, UBNT-California shall deliver to UBNT-Delaware, as agent for the shareholders of UBNT-California, a properly executed statement representing that the shares of UBNT-California stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder (the "Statement"). UBNT-Delaware shall retain the

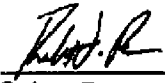
Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of UBNT-California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of UBNT-California, (i) such shareholders shall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

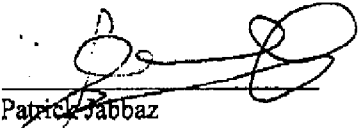
(b) UBNT-California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

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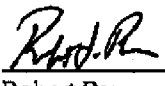
IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of UBNT-Delaware and UBNT-California is hereby executed on behalf of each of such two corporations.

Ubiquiti Networks, Inc.
a California corporation

By: 
Robert Pera
Chief Executive Officer

By: 
Patrick Jabbaz
Secretary

Ubiquiti Networks, Inc.
a Delaware corporation,
which will do business in California as
Delaware Ubiquiti Networks, Inc.

By: 
Robert Pera
Chief Executive Officer

By: 
John Ritchie
Assistant Secretary

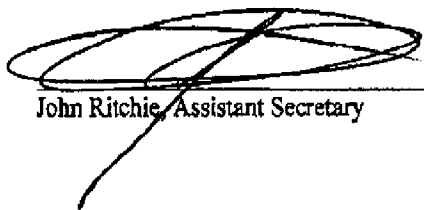
UBIQUITI NETWORKS, INC.
(a Delaware corporation)

SECRETARY'S CERTIFICATE

John Ritchie certifies that:

1. He is the Assistant Secretary of Ubiquiti Networks, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation").
2. The Corporation has an authorized capital of 110,413,852 shares, 96,000,000 of which are designated "Common Stock", \$0.001 par value, and 14,413,852 of which are designated "Preferred Stock," \$0.001 par value. Of such authorized shares of Preferred Stock, 14,413,852 shares are designated "Series A Preferred Stock."
3. As of the record date (the "Record Date") of the written consent of stockholders pursuant to which the Agreement and Plan of Merger (to which this certificate is attached) (the "Merger Agreement") was approved, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Ubiquiti Networks, Inc., a California corporation. No shares of Preferred Stock were outstanding. All shares of Common Stock outstanding as of the Record Date were entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was 100% of the votes entitled to be cast by holders of Common Stock outstanding as of the Record Date.
6. John Ritchie further declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed in San Jose, California on June 23, 2010.



John Ritchie, Assistant Secretary

01028319

State of California
Secretary of State

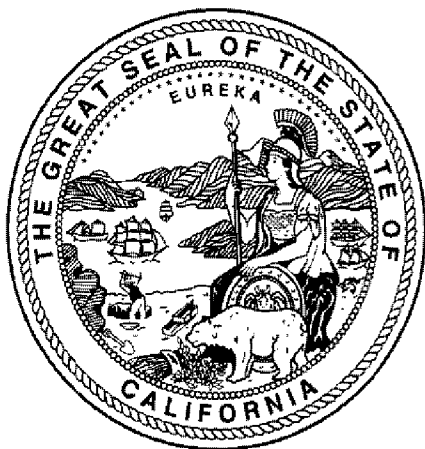


I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) is a full, true and correct copy of the original record in the custody of this office.

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

JUL - 1 2010



Debra Bowen

DEBRA BOWEN
Secretary of State

D1028319

Delaware

The First State

PAGE 1

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 30 2010

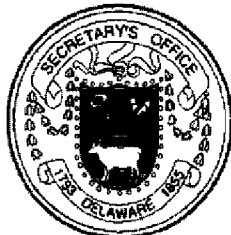
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"UBIQUITI NETWORKS, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "UBIQUITI NETWORKS, INC." UNDER THE NAME OF "UBIQUITI NETWORKS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF JUNE, A.D. 2010, AT 9:31 O'CLOCK P.M.

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

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100702700



Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 8086776

DATE: 06-30-10

You may verify this certificate online at corp.delaware.gov/authvar.shtml

TRADEMARK

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State of Delaware
Secretary of State
Division of Corporations
Delivered 09:34 PM 06/29/2010
FILED 09:31 PM 06/29/2010
SRV 100702700 - 4834536 FILE

**AGREEMENT AND PLAN OF MERGER
OF UBIQUITI NETWORKS, INC.
A DELAWARE CORPORATION
WHICH WILL DO BUSINESS IN CALIFORNIA
AS DELAWARE UBIQUITI NETWORKS, INC.
AND
UBIQUITI NETWORKS, INC.
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of June 29, 2010, (this "**Agreement**") is between Ubiquiti Networks, Inc., a Delaware corporation, which will do business in California as Delaware Ubiquiti Networks, Inc. ("**UBNT-Delaware**"), and Ubiquiti Networks, Inc., a California corporation ("**UBNT-California**"). UBNT-Delaware and UBNT-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. UBNT-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of One Hundred Ten Million Four Hundred Thirteen Thousand Eight Hundred Fifty Two (110,413,852) shares of capital stock, of which there are designated Ninety Six Million (96,000,000), \$0.001 par value, shares of common stock (the "**Common Stock**") and Fourteen Million Four Hundred Thirteen Thousand Eight Hundred Fifty Two (14,413,852), \$0.001 par value, shares of Series A Preferred Stock (the "**Series A Preferred**"). The Series A Preferred and Common Stock are, together, referred to herein as "**UBNT-Delaware Stock**." As of the date of this Agreement, 1,000 shares of Common Stock are issued and outstanding, all of which were held by UBNT-California. No shares of Series A Preferred are outstanding.

B. UBNT-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of One Hundred Ten Million Four Hundred Thirteen Thousand Eight Hundred Fifty Two (110,413,852) shares of capital stock, of which there are designated Ninety Six Million (96,000,000) shares of common stock (the "**UBNT-California Common Stock**") and Fourteen Million Four Hundred Thirteen Thousand Eight Hundred Fifty Two (14,413,852) shares of Series A Preferred Stock (the "**UBNT-California Series A Preferred**"). The UBNT-California Series A Preferred and UBNT-California Common Stock are, together, referred to herein as the "**UBNT-California Stock**." As of the effective date of the written consent of shareholders pursuant to which this Agreement was approved, 26,434,744 shares of UBNT-California Common Stock and 14,413,852 shares of UBNT-California Series A Preferred were issued and outstanding.

C. In June 2010, the Board of Directors of UBNT-California sought, and subsequently obtained, from the shareholders of UBNT-California ratification of the grant of options to purchase the Company's common stock on February 1, 2005, August 4, 2005 and February 1, 2006, pursuant to the Company's 2005 Equity Incentive Plan (the "**Ratified Options**").

D. For the purpose of effecting the reincorporation of UBNT-California in the state of Delaware and to ensure that there is no question regarding the valid issuance of (the "**Ratified Options**"), the Board of Directors of UBNT-California has determined that it is advisable and in the best interests of UBNT-California that UBNT-California merge with and into UBNT-Delaware upon the terms and conditions herein provided.

E. The respective Boards of Directors of UBNT-Delaware and UBNT-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

F. The Merger (as defined below) is intended to qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

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

I. MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, UBNT-California shall be merged with and into UBNT-Delaware (the "**Merger**"), the separate existence of UBNT-California shall cease and UBNT-Delaware shall be, and is herein sometimes referred as, the "**Surviving Corporation**," and the name of the Surviving Corporation shall be Ubiquiti Networks, Inc.

1.2 **Filing and Effectiveness.** The Merger shall be completed when the following actions shall have been completed:

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

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed copy of this Agreement shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the California General Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective shall be as prescribed by Section 252 of the Delaware General Corporation Law and Section 1108 of the California General Corporation Law, and is herein called the "**Effective Date of the Merger**."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of UBNT-California shall cease and UBNT-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 its and UBNT-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of UBNT-California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of UBNT-Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of UBNT-California in the same manner as if UBNT-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.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of UBNT-Delaware as in effect immediately prior to the Effective Date of the Merger 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 UBNT-Delaware as in effect immediately prior to the Effective Date of the Merger 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 UBNT-Delaware immediately prior to the Effective Date of the Merger shall be 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.

III. MANNER OF CONVERSION OF STOCK AND RIGHTS

3.1 UBNT-California Common Shares. Upon the Effective Date of the Merger, each share of UBNT-California Common Stock issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into one fully paid and nonassessable share of Common Stock.

3.2 UBNT-California Preferred Shares. Upon the Effective Date of the Merger, each share of UBNT-California Series A Preferred issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of UBNT-California Common Stock as set forth in the UBNT-California Amended and Restated Articles of Incorporation, shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into one fully paid and nonassessable share of Series A Preferred, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which shares of Series A Preferred shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, as such share of

UBNT-California Series A Preferred was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.3 UBNT-California Options, Warrants, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of UBNT-California under, and continue, the option plans (including, without limitation, the 2005 Equity Incentive Plan, 2010 Equity Incentive Plan and any and all nonplan option agreements) and all other employee benefit plans of UBNT-California. Each outstanding, unexpired and unexercised option, warrant, other right to purchase, or security convertible into, UBNT-California Common Stock or UBNT-California Series A Preferred (a "**Right**") shall be assumed and become, subject to the provisions in paragraph (c) hereof, an option, warrant, right to purchase or a security convertible into the Surviving Corporation's Common Stock or Series A Preferred, respectively, for each one share of UBNT-California Common Stock or UBNT-California Series A Preferred, as the case may be, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such UBNT-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to UBNT-California Common Stock or UBNT-California Series A Preferred or to the Ratified Options. Such UBNT-California Common Stock and UBNT-California Series A Preferred and Ratified Options are subject to paragraphs 3.1, 3.2, and 3.5, respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock and Series A Preferred shall be reserved for issuance upon the exercise of options, warrants, stock purchase rights and convertible securities equal to the number of shares of UBNT-California Common Stock and UBNT-California Series A Preferred so reserved immediately prior to the Effective Date of the Merger.

(c) In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 UBNT-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by UBNT-Delaware, the holder of such shares or any other person, be canceled without consideration and returned to the status of authorized but unissued shares.

3.5 Exchange of Ratified Options. In exchange for the Ratified Options to the extent such Ratified Options are not converted automatically pursuant to Section 3.3 hereof, the Surviving Corporation shall, subject to the terms and conditions set forth in this Agreement, issue with respect to each surrendered Ratified Option an option to purchase the same number of shares of the common stock of the Surviving Corporation had such Ratified Options been validly issued and outstanding on the Effective Date of the Merger (the "**Exchange**"); provided, that each former holder of Ratified Options agrees to the release of all of such holder's Rights relating to any defect in the issuance of any of the Ratified Options, including all of such holder's right, title and interest in and to any defectively issued shares of UBNT-California stock, together with any and all potential or actual

claims or rights, whether at law or in equity, relating to the issuance of the Ratified Options (the "Release").

3.6 Cancellation of Physical Certificates/Issuance of Stock By Electronic Means. Each physical stock certificate representing issued and outstanding shares of UBNT-California Stock prior to the Effective Date of the Merger will, after the Effective Date of the Merger, be cancelled and such certificate will cease to represent any shares of capital stock of UBNT-California (and such certificate will not represent any shares of capital stock of the Surviving Corporation) and, further, such certificate will cease to entitle the holder thereof to exercise any voting and other rights with respect to, or to receive dividends and other distributions upon, any shares of capital stock of UBNT-California (and such certificate will not entitle the holder thereof to exercise any voting and other rights with respect to, or to receive dividends and other distributions upon, any shares of capital stock of the Surviving Corporation).

Each holder of a certificate representing issued and outstanding shares of UBNT-California Stock prior to the Effective Date of the Merger shall, upon the cancellation of such certificate on the Effective Date of the Merger, in lieu of receiving a physical certificate in exchange therefor, be registered in the Surviving Corporation's electronic book entry capitalization system as the holder of the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the shares represented by such cancelled certificate were converted as provided herein), which shares of Common Stock or Preferred Stock shall be issued and recorded by electronic means as of the Effective Date of the Merger.

If any shares of the Surviving Corporation's stock are to be electronically issued and recorded in a name other than that in which the stock certificate cancelled in exchange therefor is registered, it shall be a condition to the issuance and recordation thereof that such transfer be properly documented to the satisfaction of the Surviving Corporation and otherwise in compliance with applicable securities laws and, further, that the person requesting such transfer pay any transfer or other taxes payable by reason of such electronic issuance and recordation of shares in a name other than that of the registered holder of the certificate cancelled or otherwise establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of UBNT-Delaware. UBNT-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(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 California Franchise Tax Board necessary for the assumption by UBNT-Delaware of all of the franchise tax liabilities of UBNT-California.

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

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/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, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the principal terms and conditions of this Agreement.

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

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 91 E. Tasman Drive, San Jose, CA 95134, and copies thereof will be furnished to any stockholder of either Constituent Corporation upon request and without cost.

4.7 Governing Law. This Agreement 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 FIRPTA Notification.

(a) On the Effective Date of the Merger, UBNT-California shall deliver to UBNT-Delaware, as agent for the shareholders of UBNT-California, a properly executed statement representing that the shares of UBNT-California stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder (the "Statement"). UBNT-Delaware shall retain the

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


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

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IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of UBNT-Delaware and UBNT-California is hereby executed on behalf of each of such two corporations.

Ubiquiti Networks, Inc.
a California corporation

By: 
Robert Pera
Chief Executive Officer

By: 
Patrick Jabbaz
Secretary

Ubiquiti Networks, Inc.
a Delaware corporation,
which will do business in California as
Delaware Ubiquiti Networks, Inc.

By: 
Robert Pera
Chief Executive Officer

By: 
John Ritchie
Assistant Secretary


UBIQUITI NETWORKS, INC.
(a Delaware corporation)

SECRETARY'S CERTIFICATE

John Ritchie certifies that:

1. He is the Assistant Secretary of Ubiquiti Networks, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation").
2. The Corporation has an authorized capital of 110,413,852 shares, 96,000,000 of which are designated "Common Stock", \$0.001 par value, and 14,413,852 of which are designated "Preferred Stock," \$0.001 par value. Of such authorized shares of Preferred Stock, 14,413,852 shares are designated "Series A Preferred Stock."
3. As of the record date (the "Record Date") of the written consent of stockholders pursuant to which the Agreement and Plan of Merger (to which this certificate is attached) (the "Merger Agreement") was approved, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Ubiquiti Networks, Inc., a California corporation. No shares of Preferred Stock were outstanding. All shares of Common Stock outstanding as of the Record Date were entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was 100% of the votes entitled to be cast by holders of Common Stock outstanding as of the Record Date.
6. John Ritchie further declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed in San Jose, California on June 23, 2010.



John Ritchie, Assistant Secretary

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