

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/22/2005

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The MediaTile Company		12/22/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	The MediaTile Company
Street Address:	5900 Butler Lane
City:	Scotts Valley
State/Country:	CALIFORNIA
Postal Code:	95066
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	3034503	MEDIATILE
Registration Number:	3200346	MEDIACAST

CORRESPONDENCE DATA	
Fax Number:	4153584738
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	415-957-3036
Email:	masteiner@duanemorris.com, dcvargas@duanemorris.com
Correspondent Name:	Mark A. Steiner
Address Line 1:	Spear Tower, One Market Plaza, Ste. 2200
Address Line 2:	Duane Morris LLP
Address Line 4:	San Francisco, CALIFORNIA 94105-1127

ATTORNEY DOCKET NUMBER:	R2157-00101
NAME OF SUBMITTER:	Mark A. Steiner

TRADEMARK

CH \$65.00 3034503

Signature:	/Mark A. Steiner/
Date:	07/25/2013
Total Attachments: 9 source=Merger Cert#page1.tif source=Merger Cert#page2.tif source=Merger Cert#page3.tif source=Merger Cert#page4.tif source=Merger Cert#page5.tif source=Merger Cert#page6.tif source=Merger Cert#page7.tif source=Merger Cert#page8.tif source=Merger Cert#page9.tif	

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:

"MEDIATILE COMPANY", A CALIFORNIA CORPORATION,

WITH AND INTO "THE MEDIATILE COMPANY" UNDER THE NAME OF "THE MEDIATILE COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2005, AT 5:35 O'CLOCK P.M.

4008642 8100M

130910383

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0610121

DATE: 07-23-13

TRADEMARK
REEL: 005078 FRAME: 0367

**AGREEMENT AND PLAN OF MERGER
OF THE MEDIATILE COMPANY
A DELAWARE CORPORATION
AND
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of December 22, 2005, (the "Agreement") is between The MediaTile Company, a Delaware corporation ("MediaTile-Delaware") and The MediaTile Company, a California corporation ("MediaTile-California"). MediaTile-Delaware and MediaTile-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. MediaTile-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 31,797,000 shares, 25,283,000 of which are designated "Common Stock", \$0.001 par value, and 6,514,000 of which are designated "Preferred Stock," \$0.001 par value. All of the authorized shares of Preferred Stock are designated "Series A Preferred Stock." As of the date of this Agreement, 1,000 shares of Common Stock are issued and outstanding, all of which were held by MediaTile-California. No shares of Preferred Stock are outstanding.

B. MediaTile-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 158,985,000 shares, 126,415,000 of which are designated "Common Stock," no par value, and 32,570,000 of which are designated "Preferred Stock," no par value. All of the authorized shares of Preferred Stock are designated "Series A Preferred Stock." As of December 22, 2005, 33,184,000 shares of Common Stock and 16,050,141 shares of Series A Preferred Stock were issued and outstanding.

C. The Board of Directors of MediaTile-California has determined that, for the purpose of effecting the reincorporation of MediaTile-California in the State of Delaware, it is advisable and in the best interests of MediaTile-California that MediaTile-California merge with and into MediaTile-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of MediaTile-Delaware and MediaTile-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.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, MediaTile-Delaware and MediaTile-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, MediaTile-California shall be merged with and into MediaTile-Delaware (the "Merger"), the separate existence of MediaTile-California shall cease and MediaTile-Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be The MediaTile Company.

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

(a) This Agreement and Merger was 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 on December 15, 2005 and December 15, 2005, respectively;

(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 Agreement and Plan of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Agreement and Plan of Merger meeting the requirements of the California Corporations Code shall have been filed with the Secretary of State of the State of California.

Pursuant to Section 252 of the Delaware General Corporation Law and Section 1108 of the California Corporations Code, the date and time when the Merger shall become effective, shall be the date upon which subsections (a), (b) and (c) of this Section 1.2 are satisfied and as to MediaTile-California on the day subsection (d) is satisfied, 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 MediaTile-California shall cease and MediaTile-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 MediaTile-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of MediaTile-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 MediaTile-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 MediaTile-California in the same manner as if MediaTile-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of MediaTile-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 MediaTile-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 MediaTile-California 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

3.1 MediaTile-California Common Shares. Upon the Effective Date of the Merger, each five (5) shares of MediaTile-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 and exchanged for one (1) fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be rounded down to the nearest whole number.

3.2 MediaTile-California Preferred Shares.

(a) Upon the Effective Date of the Merger, each five (5) shares of Series A Preferred Stock of MediaTile-California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of MediaTile-California Common Stock as set forth in the MediaTile-California Amended and Restated Articles of Incorporation, as amended, 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 or exchanged for one (1) fully paid and nonassessable share of Series A Preferred Stock of the Surviving Corporation, \$.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Series A Preferred Stock shall be convertible into shares of the Surviving Corporation's Common Stock, \$.001 par value, based on a one-to-one ratio, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation, which is the same ratio as such share of MediaTile-California Series A Preferred Stock was so convertible into shares of MediaTile-California Common Stock immediately prior to the Effective Date of the Merger. No fractional share interests of Surviving Corporation Series A Preferred Stock shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be rounded down to the nearest whole number.

3.3 MediaTile-California Options and Warrants.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of MediaTile-California under, and continue, the 2004 Stock Plan and all other employee benefit plans of MediaTile-California. Each outstanding and unexercised option and warrant exercisable for MediaTile-California Common Stock or MediaTile-California Preferred Stock shall become, subject to the provisions in paragraph (c) hereof, an option or warrant exercisable for the Surviving Corporation's Common Stock or Preferred Stock, respectively, on the basis of one (1) share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each five (5) shares of MediaTile-California Common Stock or Preferred Stock, as the case may be, issuable pursuant to any such option or warrant, on the same terms and conditions and at an exercise price equal to five (5) times the exercise price applicable to any such option or warrant at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to MediaTile-California Common Stock or Preferred Stock. Such Common Stock and Preferred Stock are subject to paragraph 3.1 and 3.2, respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise of options, warrants, stock purchase rights and convertible securities equal to the number of shares of MediaTile-California Common Stock and MediaTile-California Preferred Stock so reserved immediately prior to the Effective Date of the Merger divided by five (5).

(c) The assumed options and warrants shall not entitle any holder thereof to a fractional share upon exercise or conversion. Any fractional share interests to which a holder of an assumed option or warrant would otherwise be entitled upon exercise or conversion shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent.

3.4 MediaTile-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of MediaTile-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by MediaTile-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of MediaTile-California Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of MediaTile-California Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, respectively, into which such shares of MediaTile-California Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of MediaTile-California so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's 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 issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of MediaTile-Delaware. MediaTile-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 MediaTile-Delaware of all of the franchise tax liabilities of MediaTile-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 MediaTile-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of MediaTile-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 MediaTile-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of MediaTile-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of MediaTile-Delaware are fully authorized in the name and on behalf of MediaTile-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 MediaTile-California or of MediaTile-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of MediaTile-California or by the sole stockholder of MediaTile-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 terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, County of Kent, Delaware 19904. The name of the Corporation's registered agent is National Registered Agents, Inc.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5900 Butler Lane, Scotts Valley, California 95066, 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.

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IN WITNESS WHEREOF, this Agreement and Plan of Merger having first been approved by the resolutions of the Board of Directors of MediTile-Delaware and MediTile-California is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

THE MEDIATILE COMPANY
a California corporation

By: _____

Keith Kelsen, President and Chief
Executive Officer

By: _____

Michael Sullivan
Secretary

THE MEDIATILE COMPANY
a Delaware corporation

By: _____

Keith Kelsen, President and Chief
Executive Officer

By: _____

Michael Sullivan
Secretary

IN WITNESS WHEREOF, this Agreement and Plan of Merger having first been approved by the resolutions of the Board of Directors of MediaTile-Delaware and MediaTile-California is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

THE MEDIATILE COMPANY
a California corporation

By: _____
Keith Kelsen, President and Chief
Executive Officer

By: Michael J. Sullivan
Michael Sullivan
Secretary

THE MEDIATILE COMPANY
a Delaware corporation

By: _____
Keith Kelsen, President and Chief
Executive Officer

By: Michael J. Sullivan
Michael Sullivan
Secretary