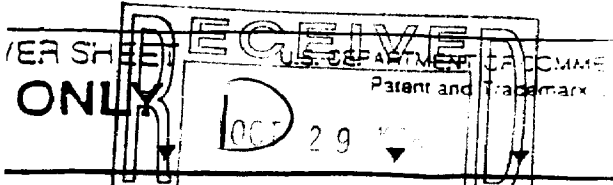


11-25-1998



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10-29-98  
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To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy in record

1. Name of conveying party(ies):

THE LIVEPIX COMPANY

- Individual(s)
- General Partnership
- Corporation-State
- Other CA
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: LIVE PICTURE, INC.

Internal Address: SUITE 300

Street Address: 910 EAST HAMILTON AVENUE

City: CAMPBELL State: CA ZIP: 95008

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CALIFORNIA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: AUGUST 25, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

( SEE ATTACHED )

B. Trademark registration No.(s)

N/A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: LAIRA SMITH

Internal Address: KALOW, SPRINGUT, & BRESSLER

Street Address: 488 MADISON AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

11-0171

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

LAURA SMITH

Name of Person Signing

*Laura Smith* 10-29-98

Signature

TRADEMARK

Date

U.S. TRADEMARK APPLICATION NUMBERS

74/409,430

75/373,427

75/279,078

75/444,461

75/328,767

75/448,759

75/353,947

# State of California

## SECRETARY OF STATE



*EW*  
*3 pages*

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

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

\_\_\_\_\_



*Bill Jones*

Secretary of State

**CERTIFICATE OF OWNERSHIP**  
**OF**  
**LIVE PICTURE, INC.**

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California  
**AUG 25 1998**  
DILL JONES, Secretary of State


**Kathleen M. Mitchell and Jim Koshland certify that:**

1. They are the President and the Secretary, respectively, of Live Picture, Inc., a California corporation (the "Company").
2. The Company owns 100 percent of the outstanding shares of the LivePix Company, a corporation organized under the laws of the State of California ("LPX").
3. The Board of Directors of the Company has approved the Plan of Merger, attached hereto as Exhibit A ("Plan of Merger").
4. The Board of Directors of LPX has approved the Plan of Merger, including the conversion of options to purchase Common Stock of LPC into options to purchase Common Stock of LPI as described in the Plan of Merger.

We declare under penalty of perjury under the laws of the State of California that we have read the foregoing certificates and know the contents thereof and that the statements therein are true and correct of our own knowledge.

Executed at Palo Alto, California, on August 25, 1998.

  
\_\_\_\_\_  
Kathleen M. Mitchell, President

  
\_\_\_\_\_  
Jim Koshland, Secretary

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**EXHIBIT A**

**PLAN OF MERGER**

The following corporations are parties to this Plan of Merger:

Live Picture, Inc., a California corporation ("LPI"); and  
The LivePix Company ("LPX").

1. LPI has acquired and now owns 100% of the outstanding shares of each class of LPX.

2. LPX shall be merged into LPI (the "Merger"). As a result of the Merger, the separate corporate existence of LPX shall cease, and LPI shall continue as the Surviving Corporation in the Merger (sometimes referred to herein as the "Surviving Corporation") and shall continue its corporate existence, with all of its purposes, objects, rights, privileges, powers, immunities and franchises, under the laws of the State of California unaffected and unimpaired by the Merger. LPI, as the Surviving Corporation, shall succeed to all the rights and property of LPX and shall assume and be subject to all the debts and liabilities thereof in the same manner as if LPI had incurred them.

3. This Plan of Merger shall be attached to the Certificate of Ownership to be filed in accordance with Section 1110 of the California General Corporations Law ("CGCL") with the Secretary of State of California. The Merger shall be effective upon the date of the filing of such Certificate of Ownership with the Secretary of State of California (the "Effective Date").

4. Upon the Effective Date, each outstanding share of Common Stock of LPC and Series A Preferred Stock of LPC held by LPI shall be canceled without consideration.

5. Upon the Effective Date, each option to purchase LPX Common Stock ("LPX Option") that is outstanding immediately prior to the Effective Date, shall be automatically and without further action on the part of any holder thereof, be assumed by LPI and converted into an option to purchase that number of shares of Common Stock of LPI which equals .20 (the "Exchange Ratio") times the number of LPX Common Stock subject to the LPX Option immediately prior to the Effective Date (an "LPI Option"). No fractional shares of LPI Common Stock shall be issued in connection with LPI Options. All fractional shares which would otherwise be issuable shall be rounded down to the next full share. The per share exercise price of an LPI Option shall be equal to (i) the aggregate exercise price of the shares of LPX Common Stock otherwise purchasable pursuant to the assumed LPX Option, immediately prior to the Effective Date, (ii) divided by the number of full shares of LPI Common Stock purchasable under the LPI Option. Any legend required by the Commissioner of Corporations of the State of California to be placed on stock certificates representing shares of Common Stock of LPI purchased pursuant to an LPI Option shall be placed thereon. All of the other terms of each LPI Option including, without limitation, the aggregate exercise price, the vesting schedule, vesting

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milestones, the commencement of the vesting period for an optionee and the duration of the option from the date of original grant by LPC, will remain the same as set forth in the corresponding assumed LPX Option. It is intended that the assumption and conversion of LPC Options pursuant to this Section 5 will be treated under the Code as "assuming a stock option in a transaction to which Section 424(a) applies" and this Section 5 shall be interpreted and applied consistent with such intention.

6. Each outstanding share of each class of capital stock of LPI shall remain outstanding following the Merger.



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