



Tab settings

100945320

To the Honorable Commissioner of

Attached original documents or copy thereof.

1 Name of conveying party (ies):
 Juniper Networks, Inc.
 385 Ravendale Drive
 Mountain View, CA 94043

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of California
 Other _____

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

2 Name and address of receiving party(ies):

Name: Juniper Networks Inc.
 Internal Address: _____
 Street Address: 385 Ravendale Drive
 City: Mountain View State: CA ZIP: 94043

Individual(s) citizenship: _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State of Delaware
 Other _____

3 Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 25, 1998

If assignment 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) and addresses attached? Yes No

4 Application number(s) or patent number(s):

A. Trademark Application No.(s)
75/284,697 for JUNIPER NETWORKS

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

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

Name: Wilson Sonsini Goodrich & Rosati
 Internal Address: John C. Nishi

 Street Address: 650 Page Mill Road
 City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

Enclosed
 Authorized to be charged to deposit account

If fee insufficient, please charge:

8. Deposit account number:
23-2415 ATTN: 17068-TM1001

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

01/20/1999 SBURMS 0000067 75284697
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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.

John C. Nishi [Signature] 03/25/98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 112

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

Office of the Secretary of State

I, EDWARD J. FREEL, 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:

"JUNIPER NETWORKS, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "JUNIPER NETWORKS, INC." UNDER THE NAME OF "JUNIPER NETWORKS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIFTH DAY OF MARCH, A.D. 1998, AT 4 O'CLOCK P.M.

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



A handwritten signature in black ink, appearing to read "Edward J. Freel".

Edward J. Freel, Secretary of State

2794873 8100M

981115446

AUTHENTICATION: 8993569

DATE: 03-25-98

TRADEMARK
REEL: 1841 FRAME: 0066

AGREEMENT AND PLAN OF MERGER

OF
JUNIPER NETWORKS, INC.
A DELAWARE CORPORATION

AND

JUNIPER NETWORKS, INC.
A CALIFORNIA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER dated as of February 21, 1998, (the "Agreement") is between Juniper Networks, Inc., a Delaware corporation ("Juniper Networks-Delaware") and Juniper Networks Inc., a California corporation ("Juniper Networks-California") Juniper Networks-Delaware and Juniper Networks-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Juniper Networks-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 55,775,726 shares, 45,000,000 of which are designated "Common Stock", \$.01 par value and 10,775,726 of which are designated "Preferred Stock", \$.01 par value. Of such authorized shares of Preferred Stock, 1,743,751 shares are designated "Series A Preferred Stock", 3,915,308 shares are designated "Series B Preferred Stock," and 5,200,000 shares are designated "Series C Preferred Stock". As of the date hereof, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Juniper Networks-California. No shares of Preferred Stock were outstanding.

B. Juniper Networks-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 55,775,726 shares, 45,000,000 of which are designated "Common Stock", \$0.01 par value and 10,775,726 of which are designated "Preferred Stock", \$0.001 par value. Of such authorized shares of Preferred Stock, 1,743,751 shares are designated "Series A Preferred Stock", 3,915,308 shares are designated "Series B Preferred Stock" and 5,200,000 shares are designated "Series C Preferred Stock". As of September 30, 1997, 12,553,506 shares of Common Stock were issued and outstanding, and 1,743,751 shares of Series A Preferred Stock, 3,821,975 shares of Series B Preferred Stock, and 5,200,000 shares of Series C Preferred Stock were issued and outstanding.

C. The Board of Directors of Juniper Networks-California has determined that, for the purpose of effecting the reincorporation of Juniper Networks-California in the State of Delaware, it

is advisable and in the best interests of Juniper Networks-California that Juniper Networks-California merge with and into Juniper Networks-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of Juniper Networks-Delaware and Juniper Networks-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, Juniper Networks-Delaware and Juniper Networks-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, Juniper Networks-California shall be merged with and into Juniper Networks-Delaware (the "Merger"), the separate existence of Juniper Networks-California shall cease and Juniper Networks-Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation", and the name of the Surviving Corporation shall be Juniper Networks, Inc.

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

(a) This Agreement and Merger 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 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

The date and time when the Merger shall become effective, as aforesaid, 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 Juniper Networks-California shall cease and Juniper Networks-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 Juniper Networks-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Juniper Networks-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 Juniper Networks-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 Juniper Networks-California in the same manner as if Juniper Networks-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 Juniper Networks-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 of applicable law.

2.2 Bylaws. The Bylaws of Juniper Networks-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.

III. MANNER OF CONVERSION OF STOCK

3.1 Juniper Networks-California Common Shares. Upon the Effective Date of the Merger, each share of Juniper Networks-California Common Stock, no par value, 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 fully paid and nonassessable share of Common Stock, \$.01 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued.

3.2 Juniper Networks-California Preferred Shares.

(a) Upon the Effective Date of the Merger, each share of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock of Juniper Networks-California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of Juniper Networks-California Common Stock as set forth in the Juniper Networks-California 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 fully paid and nonassessable share of Series A Preferred Stock, Series B Preferred Stock or Series C Preferred Stock of the Surviving Corporation, \$.01 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which shares of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.01 par value, as such share of Juniper Networks-California Preferred Stock 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 Juniper Networks-California Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Juniper Networks-California under, and continue, the option plans (including without limitation the 1996 Stock Plan and all other employee benefit plans of Juniper Networks-California. Each outstanding and unexercised option, other right to purchase, or security convertible into, Juniper Networks-California Common Stock or Juniper Networks-California Preferred Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each one share of Juniper Networks-California Common Stock or Preferred Stock, 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 Juniper Networks-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to outstanding shares of Juniper Networks-California Common Stock or Preferred Stock. Such outstanding shares of 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, stock purchase rights and convertible securities equal to the number of shares of Juniper Networks-California Common Stock and Juniper Networks-California Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to which a holder of an assumed Right (other than an option issued pursuant to Juniper Networks-Delaware's 1996 Stock Option Plan) would otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the Juniper Networks-California 1996 Stock Option Plan that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. 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 Juniper Networks-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.01 par value, of Juniper Networks-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Juniper Networks-Delaware, the holder of such shares or any other person, be cancelled 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 Juniper Networks-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 Juniper Networks-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 Juniper Networks-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 Juniper Networks-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 Juniper Networks-Delaware. Juniper Networks-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 Juniper Networks-Delaware of all of the franchise tax liabilities of Juniper Networks-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 Juniper Networks-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Juniper Networks-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 Juniper Networks-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Juniper Networks-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Juniper Networks-Delaware are fully authorized in the name and on behalf of Juniper Networks-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 Juniper Networks-California or of Juniper Networks-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Juniper Networks-California or by the sole stockholder of Juniper Networks-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 1209 Orange Street, Wilmington, County of New Castle, DE 19801 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 385 Ravendale Drive, Mountain View, California 94043, 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, Juniper Networks-California shall deliver to Juniper Networks-Delaware, as agent for the shareholders of Juniper Networks-California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. Juniper Networks-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 Juniper Networks-California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of Juniper Networks-California, (i) such shareholders shall be considered to have requested that the Statement be delivered to Juniper Networks-Delaware as their agent and (ii) Juniper Networks-Delaware shall be considered to have received a copy of the Statement at the request of the Juniper Networks-California shareholders for purposes of satisfying Juniper Networks-Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) Juniper Networks-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).

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

JUNIPER NETWORKS, INC
a Delaware corporation

By: 

Scott Kriens, President and
Chairman of the Board

ATTEST:


Judith M. O'Brien, Secretary

JUNIPER NETWORKS, INC
a California corporation

By: 

Scott Kriens, President and
Chairman of the Board

ATTEST:


Judith M. O'Brien, Secretary