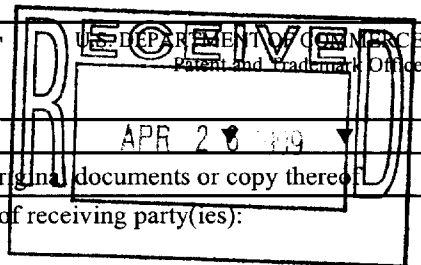


08-19-1999



COVER SHEET  
BY



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101101987

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party (ies):  
Interlink Computer Sciences, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: Interlink Computer Sciences, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 47370 Fremont Boulevard  
City: Fremont      State: CA      ZIP: 94538

Individual(s) citizenship: \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

4-26-99

3. Nature of conveyance: Corrective merger to correct Notice of Recordation at 1835/0190 recorded

Assignment       Merger 04/07/99  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 6, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,800,502

Additional numbers attached?    Yes    No

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

Name: Mary Cabanski-Evers  
Internal Address: Wilson Sonsini Goodrich & Rosati  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 650 Page Mill Road  
\_\_\_\_\_  
City: Palo Alto      State: CA      ZIP: 94304-1050

6. Total number of application and registrations involved: ..... 1

7. Total fee (37 CFR 3.41) ..... \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

If insufficient funds charge to:

8. Deposit account number: 23-2415 Attn: 1000-000  
40E NOSARC Fee  
(Attach duplicate copy of this page if paying by deposit account.)

05/04/1999 DNGUYEN 00000217 1800502

01 F481

40.00 UP

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.*

Mary Cabanski-Evers      Mary Cabanski-Evers      4/20/99  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 24

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*

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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:

"INTERLINK COMPUTER SCIENCES, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "INTERLINK COMPUTER SCIENCES, INC." UNDER THE NAME OF "INTERLINK COMPUTER SCIENCES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF AUGUST, A.D. 1996, AT 5:30 O'CLOCK P.M.

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



A handwritten signature in cursive script, reading "Edward J. Freel".

---

Edward J. Freel, Secretary of State

2626391 8100M

060220411

AUTHENTICATION:

8057752

DATE:

TRADEMARK

REEL: 001916 FRAME: 0259

**AGREEMENT AND PLAN OF MERGER  
OF INTERLINK COMPUTER SCIENCES, INC.  
A DELAWARE CORPORATION  
AND  
INTERLINK COMPUTER SCIENCES, INC.  
A CALIFORNIA CORPORATION**

**THIS AGREEMENT AND PLAN OF MERGER** dated as of August 6, 1996, (the "**Agreement**") is between Interlink Computer Sciences, Inc., a Delaware corporation ("**Interlink-Delaware**") and Interlink Computer Sciences, Inc., a California corporation ("**Interlink-California**"). Interlink-Delaware and Interlink-California are sometimes referred to herein as the "**Constituent Corporations**."

**RECITALS**

A. Interlink-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 17,625,000 shares, 15,000,000 of which are designated "**Common Stock**", \$.001 par value and 2,625,000 of which are designated "**Preferred Stock**", \$.001 par value. Of such authorized shares of Preferred Stock, all are designated as Series 1 Preferred Stock. As of the date hereof, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Interlink-California. No shares of Preferred Stock were outstanding.

B. Interlink-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 17,625,000 shares, 15,000,000 of which are designated "**Common Stock**" and 2,625,000 of which are designated "**Preferred Stock**". Of such authorized shares of Preferred Stock, all are designated as Series 1 Preferred Stock. As of May 31, 1996, 4,939,270 shares of Common Stock were issued and outstanding, and 2,459,424 shares of Series 1 Preferred Stock were issued and outstanding.

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

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

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

(a) This Agreement and the 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

(d) An executed Agreement and Plan of Merger meeting the requirements of 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, 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 Interlink-California shall cease and Interlink-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 Interlink-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Interlink-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 Interlink-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 Interlink-California in the same manner as if Interlink-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 Interlink-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 Interlink-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 Interlink-California Common Shares. Upon the Effective Date of the Merger, each two (2) shares of Interlink-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. In lieu thereof, any fractional share interests shall be aggregated and the holder of the fractional share interest shall receive one full share in lieu of such fractional share.

3.2 Interlink-California Preferred Shares.

(a) Upon the Effective Date of the Merger, each two (2) shares of Series 1 Preferred Stock, of Interlink-California issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of Interlink-California Common Stock as set forth in the Interlink-California 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 1 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 shares of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.001 par value, as such share of Interlink-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. No fractional share interests of Surviving Corporation Preferred Stock shall be issued. In lieu thereof, any fractional share interests shall be aggregated and the holder of the fractional share interest shall receive one full share in lieu of such fractional share.

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

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Interlink-California under, and continue, the 1992 Stock Plan, as amended, the 1996 Director Option Plan, 1996 Employee Stock Purchase Plan and all other employee benefit plans of

Interlink-California. Each outstanding and unexercised option, other right to purchase, or security convertible into, two (2) shares of Interlink-California Common Stock or two (2) shares of Interlink-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 one (1) share of 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 two (2) shares of Interlink-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 Interlink-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to outstanding shares of Interlink-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 one-half the number of shares of Interlink-California Common Stock and Interlink-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 Interlink-Delaware's 1996 Employee Stock Purchase Plan and 1996 Director 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 Interlink-California 1992 Stock Plan, as amended 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 Interlink-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of Interlink-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Interlink-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 Interlink-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

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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 Interlink-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 Interlink-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 Interlink-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 Interlink-Delaware. Interlink-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 Interlink-Delaware of all of the franchise tax liabilities of Interlink-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 Interlink-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Interlink-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 Interlink-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Interlink-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Interlink-Delaware are fully authorized in the name and on behalf of Interlink-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 Interlink-California or of Interlink-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Interlink-California or by the sole stockholder of Interlink-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 47370 Fremont Boulevard, Fremont, California 94538, 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.

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

INTERLINK COMPUTER SCIENCES, INC.  
a Delaware corporation

By: Charles W. Jepsod  
Charles W. Jepsod, President and  
Chief Executive Officer

ATTEST:

Gloria Purdy  
Gloria Purdy, Secretary

INTERLINK COMPUTER SCIENCES, INC.  
a California corporation

By: Charles W. Jepsod  
Charles W. Jepsod, President and  
Chief Executive Officer

ATTEST:

Gloria Purdy  
Gloria Purdy, Secretary

**INTERLINK COMPUTER SCIENCES, INC.**  
**(California Corporation)**

**OFFICERS' CERTIFICATE**

Charles W. Jepson and Gloria Purdy certify that:

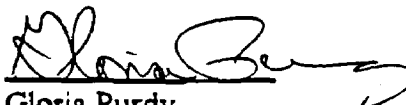
1. They are the Chief Executive Officer and the Chief Financial Officer, respectively, of Interlink Computer Sciences, Inc., a corporation organized under the laws of the State of California.
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock." One series of Preferred Stock has been authorized, designated "Series A-1 Preferred."
3. There were 4,939,270 shares of Common Stock and 2,459,424 shares of Preferred Stock of the corporation outstanding as of the record date (the "Record Date") of the mailing of the information statement and shareholder written consent in which the Agreement and Plan of Merger attached hereto (the "Merger Agreement") was approved.
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 and series of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of Preferred Stock outstanding as of the Record Date, voting as a single class, and more than 50% of the votes entitled to be cast by holders of Common Stock outstanding as of the Record Date, voting as a single class.

Charles W. Jepson and Gloria Purdy further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Salt Lake City, Utah on August 5, 1996.



Charles W. Jepson  
Chief Executive Officer



Gloria Purdy  
Chief Financial Officer

**INTERLINK COMPUTER SCIENCES, INC.  
(Surviving Corporation)**

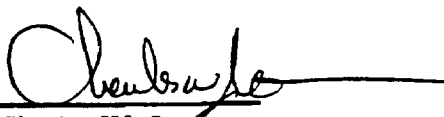
**OFFICERS' CERTIFICATE**

Charles W. Jepson and Gloria Purdy certify that:

1. They are the Chief Executive Officer and the Chief Financial Officer, respectively, of Interlink Computer Sciences, Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock."
3. There are 1000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). There are no shares of Preferred Stock outstanding.
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 and series of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.

Charles W. Jepson and Gloria Purdy further declare under penalty of perjury under the laws of the State of Delaware that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Salt Lake City, Utah on August 5, 1996.

  
Charles W. Jepson  
Chief Executive Officer

  
Gloria Purdy  
Chief Financial Officer

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:

"INTERLINK COMPUTER SCIENCES, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "INTERLINK COMPUTER SCIENCES, INC." UNDER THE NAME OF "INTERLINK COMPUTER SCIENCES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF AUGUST, A.D. 1996, AT 5:30 O'CLOCK P.M.

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



*Edward J. Freel*

Edward J. Freel, Secretary of State

2626391 8100M

060220111

AUTHENTICATION:

8057752

DATE: TRADEMARK

REEL: 001916 FRAME: 0269

**AGREEMENT AND PLAN OF MERGER  
OF INTERLINK COMPUTER SCIENCES, INC.  
A DELAWARE CORPORATION  
AND  
INTERLINK COMPUTER SCIENCES, INC.  
A CALIFORNIA CORPORATION**

**THIS AGREEMENT AND PLAN OF MERGER** dated as of August 6, 1996, (the "**Agreement**") is between Interlink Computer Sciences, Inc., a Delaware corporation ("**Interlink-Delaware**") and Interlink Computer Sciences, Inc., a California corporation ("**Interlink-California**"). **Interlink-Delaware** and **Interlink-California** are sometimes referred to herein as the "**Constituent Corporations**."

**RECITALS**

A. **Interlink-Delaware** is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 17,625,000 shares, 15,000,000 of which are designated "**Common Stock**", \$.001 par value and 2,625,000 of which are designated "**Preferred Stock**", \$.001 par value. Of such authorized shares of **Preferred Stock**, all are designated as **Series 1 Preferred Stock**. As of the date hereof, 1,000 shares of **Common Stock** were issued and outstanding, all of which were held by **Interlink-California**. No shares of **Preferred Stock** were outstanding.

B. **Interlink-California** is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 17,625,000 shares, 15,000,000 of which are designated "**Common Stock**" and 2,625,000 of which are designated "**Preferred Stock**". Of such authorized shares of **Preferred Stock**, all are designated as **Series 1 Preferred Stock**. As of May 31, 1996, 4,939,270 shares of **Common Stock** were issued and outstanding, and 2,459,424 shares of **Series 1 Preferred Stock** were issued and outstanding.

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

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

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

(a) This Agreement and the 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

(d) An executed Agreement and Plan of Merger meeting the requirements of 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, 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 Interlink-California shall cease and Interlink-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 Interlink-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Interlink-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 Interlink-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 Interlink-California in the same manner as if Interlink-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 Interlink-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 Interlink-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 Interlink-California Common Shares. Upon the Effective Date of the Merger, each two (2) shares of Interlink-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. In lieu thereof, any fractional share interests shall be aggregated and the holder of the fractional share interest shall receive one full share in lieu of such fractional share.

### 3.2 Interlink-California Preferred Shares.

(a) Upon the Effective Date of the Merger, each two (2) shares of Series 1 Preferred Stock, of Interlink-California issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of Interlink-California Common Stock as set forth in the Interlink-California 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 1 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 shares of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.001 par value, as such share of Interlink-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. No fractional share interests of Surviving Corporation Preferred Stock shall be issued. In lieu thereof, any fractional share interests shall be aggregated and the holder of the fractional share interest shall receive one full share in lieu of such fractional share.

### 3.3 Interlink-California Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Interlink-California under, and continue, the 1992 Stock Plan, as amended, the 1996 Director Option Plan, 1996 Employee Stock Purchase Plan and all other employee benefit plans of



Interlink-California. Each outstanding and unexercised option, other right to purchase, or security convertible into, two (2) shares of Interlink-California Common Stock or two (2) shares of Interlink-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 one (1) share of 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 two (2) shares of Interlink-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 Interlink-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to outstanding shares of Interlink-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 one-half the number of shares of Interlink-California Common Stock and Interlink-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 Interlink-Delaware's 1996 Employee Stock Purchase Plan and 1996 Director 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 Interlink-California 1992 Stock Plan, as amended 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 Interlink-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of Interlink-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Interlink-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 Interlink-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

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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 Interlink-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 Interlink-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 Interlink-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 Interlink-Delaware. Interlink-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 Interlink-Delaware of all of the franchise tax liabilities of Interlink-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 Interlink-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Interlink-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 Interlink-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Interlink-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Interlink-Delaware are fully authorized in the name and on behalf of Interlink-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 Interlink-California or of Interlink-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Interlink-California or by the sole stockholder of Interlink-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 47370 Fremont Boulevard, Fremont, California 94538, 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.

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

INTERLINK COMPUTER SCIENCES, INC.  
a Delaware corporation

By: Charles W. Jepsen  
Charles W. Jepsen, President and  
Chief Executive Officer

ATTEST:

Gloria Purdy  
Gloria Purdy, Secretary

INTERLINK COMPUTER SCIENCES, INC.  
a California corporation

By: Charles W. Jepsen  
Charles W. Jepsen, President and  
Chief Executive Officer

ATTEST:

Gloria Purdy  
Gloria Purdy, Secretary

**INTERLINK COMPUTER SCIENCES, INC.**  
**(California Corporation)**

**OFFICERS' CERTIFICATE**

Charles W. Jepson and Gloria Purdy certify that:

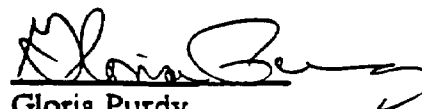
1. They are the Chief Executive Officer and the Chief Financial Officer, respectively, of Interlink Computer Sciences, Inc., a corporation organized under the laws of the State of California.
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock." One series of Preferred Stock has been authorized, designated "Series A-1 Preferred."
3. There were 4,939,270 shares of Common Stock and 2,459,424 shares of Preferred Stock of the corporation outstanding as of the record date (the "Record Date") of the mailing of the information statement and shareholder written consent in which the Agreement and Plan of Merger attached hereto (the "Merger Agreement") was approved.
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 and series of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of Preferred Stock outstanding as of the Record Date, voting as a single class, and more than 50% of the votes entitled to be cast by holders of Common Stock outstanding as of the Record Date, voting as a single class.

Charles W. Jepson and Gloria Purdy further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Salt Lake City, Utah on August 5, 1996.



Charles W. Jepson  
Chief Executive Officer



Gloria Purdy  
Chief Financial Officer

**INTERLINK COMPUTER SCIENCES, INC.**  
**(Surviving Corporation)**

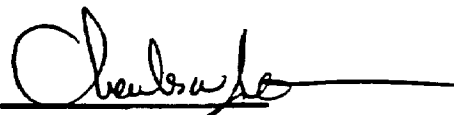
**OFFICERS' CERTIFICATE**

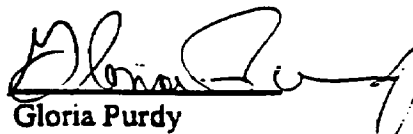
Charles W. Jepson and Gloria Purdy certify that:

1. They are the Chief Executive Officer and the Chief Financial Officer, respectively, of Interlink Computer Sciences, Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock."
3. There are 1000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). There are no shares of Preferred Stock outstanding.
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 and series of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.

Charles W. Jepson and Gloria Purdy further declare under penalty of perjury under the laws of the State of Delaware that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Salt Lake City, Utah on August 5, 1996.

  
Charles W. Jepson  
Chief Executive Officer

  
Gloria Purdy  
Chief Financial Officer