

To the Director of the United States Patent and Trademark Office



the attached original documents or copy thereof.

1. Name of conveying party (ies): 102262052

ClickToSecure, Inc. 10/22/02

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

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

address of receiving party(ies):

Name: **Cenzic, Inc.**

Internal Address: _____

Street Address: **3425 South Bascom Avenue, Suite 230**

City: **Campbell** State: **CA** ZIP: **95008**

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 11, 2002

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

A. Trademark Application No.(s)

CENZIC 76/362,610

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: **Joseph G. Adams**

Internal Address: _____

Wilson Sonsini Goodrich & Rosati

Professional Corporation

Street Address: **650 Page Mill Road**

City: **Palo Alto** State: **California** ZIP: **94304**

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 is insufficient, please charge

8. Deposit account number:
23-2415 Attn.: 27805-900

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

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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.

Joseph G. Adams [Signature] October 15, 2002
 Name of Person Signing Signature Date

10/25/2002 DBYRNE 00000221 76362610 Total number of pages including cover sheet, attachments, and document: 11

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Markings to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

Delaware

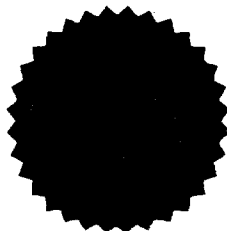
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, 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:

"CLICKTOSECURE, INC.", A CALIFORNIA CORPORATION,
WITH AND INTO "CENZIC, INC." UNDER THE NAME OF "CENZIC, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE ELEVENTH DAY OF MARCH, A.D. 2002, AT 6:01 O'CLOCK P.M.

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



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

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AUTHENTICATION: 1667087

DATE: 03-14-02

TRADEMARK

REEL: 002605 FRAME: 0234

**AGREEMENT AND PLAN OF MERGER
OF CENZIC, INC.,
A DELAWARE CORPORATION,
AND
CLICKTOSECURE, INC.,
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of March 11, 2002 (the "Agreement") is between Cenzic, Inc., a Delaware corporation ("Cenzic"), and ClickToSecure, Inc., a California corporation ("ClickToSecure"). Cenzic and ClickToSecure are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Cenzic is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of Twenty-Three Million Six Hundred Twenty Thousand (23,620,000) shares, of which Seventeen Million Five Hundred Shares (17,500,000) shares are designated "Common Stock," and Six Million One Hundred Twenty Thousand (6,120,000) shares are designated "Preferred Stock," all of which are designated "Series A Preferred Stock." As of the date hereof, 1,000 shares of Common Stock were issued and outstanding, all of which are held by ClickToSecure, and no shares of Preferred Stock were issued and outstanding.

B. ClickToSecure is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of Twenty-Three Million Six Hundred Twenty Thousand (23,620,000) shares, of which Seventeen Million Five Hundred Shares (17,500,000) shares are designated "Common Stock," and Six Million One Hundred Twenty Thousand (6,120,000) shares are designated "Preferred Stock," all of which are designated "Series A Preferred Stock." As of the date hereof, 2,250,000 shares of Common Stock were issued and outstanding, and 4,384,454 shares of Series A Preferred Stock were issued and outstanding.

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

D. The respective Boards of Directors of Cenzic and ClickToSecure have approved this Agreement.

E. The terms of this Agreement were approved by the vote of a number of shares of each class of stock of both Cenzic and ClickToSecure which equaled or exceeded the vote required.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Cenxic and ClickToSecure agree, subject to the terms and conditions set forth below, 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, ClickToSecure shall be merged with and into Cenxic (the "Merger"), the separate existence of ClickToSecure shall cease and Cenxic shall survive the Merger and shall continue to be governed by the laws of the State of Delaware, and Cenxic shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Cenxic, Inc.

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 shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California Corporations Code;

(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 Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement 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 Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the California Corporations Code 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 ClickToSecure shall cease and Cenxic, 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 ClickToSecure's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of ClickToSecure in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of

its debts, liabilities and obligations 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 ClickToSecure in the same manner as if Cenxic had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 *Certificate of Incorporation.* The Certificate of Incorporation of Cenxic 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 Cenxic 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 ClickToSecure immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III

MANNER OF CONVERSION OF STOCK

3.1 *ClickToSecure Common Stock.* Upon the Effective Date of the Merger, each share of ClickToSecure 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 changed and converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.0001 par value, of the Surviving Corporation.

3.2 *ClickToSecure Preferred Stock.* Upon the Effective Date of the Merger, each share of ClickToSecure Series A Preferred 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 changed and converted into and exchanged for one fully paid and nonassessable share of Series A Preferred Stock, \$0.0001 par value, of the Surviving Corporation.

3.3 *ClickToSecure Options, Warrants and Stock Purchase Rights.* Upon the Effective Date of the Merger, the Surviving Corporation shall substitute stock options under its 2002 Stock

Plan for stock options currently outstanding under the Company's 2000 Equity Incentive Plan and each outstanding and unexercised option, warrant or other right to purchase or security convertible into ClickToSecure capital stock shall become a like option, warrant or right to purchase or a security convertible into the Surviving Corporation's capital stock on the basis of one share of the Surviving Corporation's capital stock for each share of ClickToSecure capital stock issuable pursuant to any such option, warrant, stock purchase right or convertible security, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such ClickToSecure option, warrant, stock purchase right or convertible security at the Effective Date of the Merger.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, warrant, stock purchase rights or convertible securities equal to the number of shares of ClickToSecure Common Stock so reserved immediately prior to the Effective Date of the Merger.

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

3.5 *Exchange of Certificates.* After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of ClickToSecure Common Stock or ClickToSecure Preferred Stock may, at such stockholder's option, surrender the same for cancellation to Wilson Sonsini Goodrich & Rosati, as exchange agent (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 into which such holders' shares of ClickToSecure Common Stock or ClickToSecure Preferred Stock were converted as herein provided. Unless and until so surrendered, each outstanding certificate theretofore representing shares of ClickToSecure Common Stock or ClickToSecure Preferred Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock or Preferred Stock into which such shares of ClickToSecure Common Stock or ClickToSecure Preferred Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any shares of stock represented by 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 ClickToSecure so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Cenxic 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 that the person requesting such transfer pay to Cenxic or the Exchange Agent any transfer or other taxes payable by reason of the 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 Cenxic that such tax has been paid or is not payable.

IV

GENERAL

4.1 *Covenants of Cenxic.* Cenxic 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 Cenxic of all of the franchise tax liabilities of ClickToSecure; and

(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 Cenxic or by its successors or assigns, there shall be executed and delivered on behalf of ClickToSecure such deeds and other instruments, and there shall be taken or caused to be taken by Cenxic and ClickToSecure 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 Cenxic the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of ClickToSecure and otherwise to carry out the purposes of this Agreement, and the officers and directors of Cenxic are fully authorized in the name and on behalf of ClickToSecure 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 filing of this Agreement with either of the Secretaries of State of the States of California and Delaware, this Agreement may be terminated

and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either ClickToSecure or Cenzic, or both, notwithstanding the approval of this Agreement by the shareholders of ClickToSecure or by the sole stockholder of Cenzic, 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 Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders 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 of shares or series thereof of such Constituent Corporation.

4.5 *Registered Office.* The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 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 3425 South Bascom Avenue, Suite 230, Campbell, CA 95008 and copies thereof will be furnished to any shareholder 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 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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

CENZIC, INC.
a Delaware corporation

By: /s/ Alan Henricks
Alan Henricks
President

/s/ Tim Ridout
Tim Ridout
Secretary

CLICKTOSECURE, INC.
a California corporation

By: /s/ Alan Henricks
Alan Henricks
President and Chief Executive Officer

/s/ Greg Hoglund
Greg Hoglund
Secretary