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COVER SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MAY 8 1998

To the Honorable Commission

rd the attached original documents or copy thereof.

1. Name of conveying party(ies):

NetSpeed, Inc.

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

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

Name: Cisco Systems, Inc.

Internal Address: Not applicable

Street Address: 170 West Tasman Drive

City: San Jose State: CA ZIP: 95134

Additional name(s) & addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: April 10, 1998

4. Application number(s) or patents number(s): see attached list

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Robert Barr, Reg. No. 32,191

Internal Address:

Weil, Gotshal & Manges LLP

Street Address: 2882 Sand Hill Road, Suite 280

City: Menlo Park State: CA ZIP: 94025

6. Total number of applications and patents involved: 15

7. Total fee (37 CFR 3.41): \$ 600.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

23-0800

(Attached 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.

Robert Barr, Reg. No. 32,191

Name of Person Signing

Signature

5/18/98
Date

Total number of pages comprising cover sheet:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments

Washington, D.C. 20231

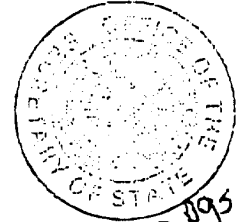
Netspeed Patents and Applications

Filed Applications

Serial No.	Date App Filed:
08/781,444	01/10/97
08/781,450	01/10/97
08/781,482	01/10/97
08/781,441	01/10/97
08/823,322	03/20/97
08/828,421	03/21/97
08/891,893	07/14/97
08/929,778	09/15/97
08/951,151	10/15/97
08/960,590	10/30/97
08/984,769	12/04/97
09/005,504	01/08/98
09/040,884	03/18/98
09/040,898	03/18/98

Issued Patent

Serial Number	Filing Date	Issue Date	Patent Number
08/625,769	3/29/96	9/16/97	5,668,857



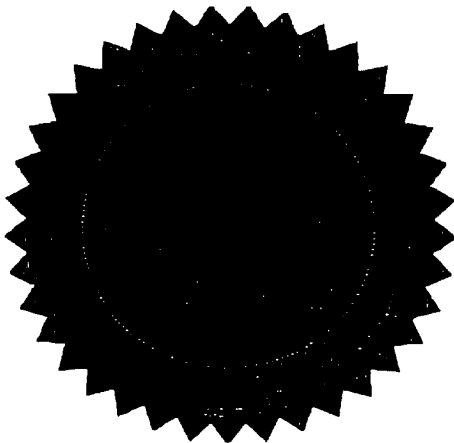
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I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

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

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

APR 16 1998



Secretary of State

ENDORSED
FILEDIn the office of the Secretary of State
of the State of California

**AGREEMENT OF MERGER
OF
CISCO SYSTEMS, INC.
AND
NETSPEED, INC.**

APR 10 1998


BILL JONES, Secretary of State

This Agreement of Merger, dated as of the 10th day of April, 1998 ("Merger Agreement"), between Cisco Systems, Inc., a California corporation ("Acquiror"), and NetSpeed, Inc., a Texas corporation ("Target").

RECITALS

A. Target was incorporated in the State of Texas on January 23, 1996 and on the date hereof has outstanding 4,954,336 shares of Common Stock, par value \$0.01 per share ("Target Common Stock"), and 500,000 shares of Series A Preferred Stock, par value \$0.01 per share (the "Target Series A Preferred Stock"). The Target Series A Preferred Stock is hereinafter referred to as the "Target Preferred Stock," and together with the shares of Target Common Stock, as the "Target Shares."

B. Acquiror and Target have entered into an Agreement and Plan of Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Merger Agreement and the Agreement and Plan of Reorganization are intended to be construed together to effectuate their purpose.

C. The Boards of Directors of Target and Acquiror deem it advisable and in their mutual best interests and in the best interests of the shareholders of Target, that Target be acquired by Acquiror through a merger ("Merger") of Target with and into Acquiror.

D. The Boards of Directors of Acquiror and Target and the shareholders of Target have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. Target shall be merged with and into Acquiror, and Acquiror shall be the surviving corporation.

2. The Merger shall become effective at such time (the "Effective Time") as this Merger Agreement and the officers' certificate of Target is filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. Immediately prior to the Effective Time of the Merger, each share of Target Preferred Stock will convert to Target Common Stock. At the Effective Time of the Merger (i) all shares of Target Common Stock that are owned directly or indirectly by Target, Acquiror or any other subsidiary of Acquiror shall be cancelled, and no securities of Acquiror or other consideration shall be delivered in exchange therefor, and (ii) each of the issued and outstanding shares of Target Common Stock (other than shares, if any, held by persons who have not voted such shares for approval of the Merger and with respect to which such persons shall become entitled to exercise dissenters' rights in accordance with Articles 5.11 through 5.13 of the Texas Business Corporation Act, referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for 0.5526 of a share of Acquiror's Common Stock, par value \$0.001 per share ("Acquiror Common Stock"); provided, however, that no more than 3,529,482 shares (equivalent to 0.5526 times 6,387,046 Target Shares and Target Shares issuable pursuant to outstanding Target options) of Acquiror Common Stock shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options assumed by Acquiror). Those shares of Acquiror Common Stock to be issued as a result of the Merger are referred to herein as the "Acquiror Shares".

4. Any Dissenting Shares shall not be converted into Acquiror Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the law of the State of Texas. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into Acquiror Common Stock in accordance with Section 3.

5. Notwithstanding any other term or provision hereof but subject to the proviso in the second sentence of Section 3, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of Target Shares who would otherwise, but for rounding as provided herein, be entitled to receive a fraction of a share of Acquiror Common Stock shall receive from Acquiror an amount of cash equal to the Acquiror Stock Price (as defined in the Agreement and Plan of Reorganization) multiplied by the fraction of a share of Acquiror Common Stock to which such holder would otherwise be entitled. The fractional share interests of each Target shareholder shall be aggregated, so that no Target shareholder shall receive cash in an amount greater than the value of one full share of Acquiror Common Stock.

6. The conversion of Target Common Stock into Acquiror Common Stock as provided by this Merger Agreement shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Target Common Stock shall thereupon be entitled to receive shares of Acquiror Common Stock in accordance with the Agreement and Plan of Reorganization.

7. At the Effective Time of the Merger, the separate existence of Target shall cease, and Acquiror shall succeed, without other transfer, to all of the rights and properties of Target and shall be subject to all the debts and liabilities thereof in the same manner as if

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Acquiror had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of Target shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger.

8. This Merger Agreement is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

9. (a) The Amended and Restated Articles of Incorporation of Acquiror in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation unless and until thereafter amended.

(b) The Bylaws of Acquiror in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

(c) The directors and officers of Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

10. (a) Notwithstanding the approval of this Merger Agreement by the shareholders of Target, this Merger Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of Acquiror and Target.

(b) Notwithstanding the approval of this Merger Agreement by the shareholders of Target, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

(c) In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of Target or Acquiror or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

(d) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(e) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of Target, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

[Signature page follows]

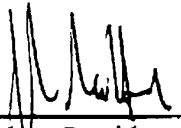
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IN WITNESS WHEREOF, the parties have executed this Agreement of Merger
as of the date first written above.

CISCO SYSTEMS, INC., a California corporation

By: _____
Larry R. Carter, Vice President, Chief Financial
Officer and Secretary

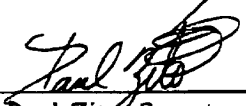
NETSPEED, INC., a Texas corporation

By:  _____
John McHale, President and Chief Executive
Officer

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

NETSPEED, INC., a Texas corporation

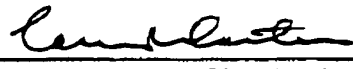
By: _____


Paul Zito, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

CISCO SYSTEMS, INC., a California corporation

By: 
Larry R. Carter, Vice President, Chief Financial
Officer and Secretary

NETSPEED, INC., a Texas corporation

By: _____
John McHale, President and Chief Executive
Officer

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

OFFICERS' CERTIFICATE
OF
NETSPEED, INC.

John McHale, President, and Paul Zito, Secretary, of NetSpeed, Inc., a corporation duly organized and existing under the laws of the State of Texas (the "Corporation"), do hereby certify:

1. That they are the duly elected, acting and qualified President and Secretary, respectively, of the Corporation.

2. There are two authorized classes of shares, consisting of 15,000,000 shares of Common Stock, par value \$0.01 per share ("Common Stock"), and 5,000,000 shares of Preferred Stock, par value \$0.01 per share, of which 1,500,000 have been designated Series A Preferred Stock (the "Series A Preferred Stock"). There were 4,954,536 shares of Common Stock, and 500,000 shares of Series A Preferred Stock outstanding and entitled to vote on the Agreement of Merger in the form attached.


3. The Agreement of Merger in the form attached was duly approved by the board of directors of the Corporation in accordance with the Texas Business Corporation Act.

4. Approval of the Agreement of Merger by the holders of at least 66 2/3% of the outstanding shares of Common Stock and Series A Preferred Stock, voting together as a single class, was required. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger that voted to approve the Agreement of Merger, equaled or exceeded the vote required.

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Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true to their own knowledge. Executed in Austin, Texas, on April 10, 1998.



John McHale, President

Paul Zito, Secretary

[SIGNATURE PAGE TO NETSPEED OFFICERS' CERTIFICATE]

OFFICERS' CERTIFICATE
OF
CISCO SYSTEMS, INC.

The undersigned, Larry R. Carter and Edward R. Kozel, hereby certify on behalf of Cisco Systems, Inc., a California corporation ("Acquiror"), that Mr. Carter is the duly elected Vice President, Chief Financial Officer and Secretary and Mr. Kozel is the duly elected Senior Vice President of Corporate Development, of Acquiror and they further certify on behalf of Acquiror that:

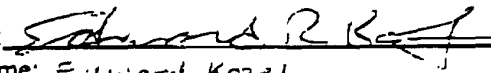
1. They are the duly elected, acting and qualified Secretary and Senior Vice President of Corporate Development, respectively, of Acquiror.
2. Acquiror has two authorized classes of shares, consisting of 2,400,000,000 shares of Common Stock, of which, as of the close of business on April 8, 1998, 1,027,044,780 shares were issued and outstanding, and 5,000,000 shares of Preferred Stock, none of which are issued and outstanding.
3. The Agreement of Merger in the form attached was approved by the Board of Directors of Acquiror in accordance with the California Corporations Code.
4. No vote of the shareholders of Acquiror was required pursuant to Section 1201 B of the California Corporations Code.

[Signature page follows]

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Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California on April 10, 1998.


ps) Larry R. Carter, Vice President, Chief Financial Officer and Secretary

By: 
Name: Edward Kozel
Title: Sr. VP Corporate Development



[SIGNATURE PAGE TO CISCO OFFICERS' CERTIFICATE]