

07-22-1998

FORM PTO-1595
1-31-92



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100769349

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

1. Name of conveying party(ies): Insoft, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Netscape Communications Corporation Internal Address: Street Address: 501 E. Middlefield Road City: Mountain View State: CA Zip: 94043 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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3. Nature of Conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: 12/16/97	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) 08/988,361 B. Patent No.(s) 5,724,508 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Michael A. Glenn Internal Address: Street Address: P.O. Box 7831 City: Menlo Park State: CA Zip: 94026	6. Total number of applications and patents involved: [1] 7. Total fee (37 CFR 3.41) \$ 80.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 07-1445 Please debit any underpayment or credit any overpayment to the above deposit account. (Attach duplicate of this page if paying by deposit account)
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9. Statement and signature. <i>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.</i> Michael A. Glenn, Reg. No. 30,176 Name of Person Signing (07/20/1998 DNGUYEN 00000034 071445 3724308) (01 FC:581 40.00 00)		Signature Date July 7, 1998 Total number of pages comprising cover sheet: [1]
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OMB No. 0651-0011 (exp. 4/94)

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

PATENT
REEL: 9314 FRAME: 0080

MPD 7-8-98

I hereby certify that this transmittal of the below described document is being deposited with the United States Postal Service in an envelope bearing First Class Postage and addressed to the Commissioner of Patents and Trademarks, Washington, D.C., 20231, on the below date of deposit.			
Date of Deposit:	7/8/98	Name of Person Making the Deposit:	Marcia D. Shea
		Signature of the Person Making the Deposit:	<i>Marcia D. Shea</i>

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent No. 5,724,508 issued March 3, 1998

In re Application Serial No. 08/988,361 filed December 10, 1997

Docket Nos. NETS0047 and NETS0048

July 7, 1998

Assistant Commissioner for Patents
BOX ASSIGNMENT
Washington, DC 20231

TRANSMITTAL OF MERGER

Sir:

Enclosed for recording is a Recordation Form Cover Sheet and Agreement and Plan of Merger for the above-referenced U.S. Patent and Patent Application.

Respectfully Submitted,

[Signature]
Michael A. Glenn
Reg. No. 30,176

P.O. Box 7831
Menlo Park, CA 94026
(415) 851-7138

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 16, 1997 between Netscape Communications Corporation, a Delaware corporation ("Parent"), and Insoft, Inc., a Delaware corporation and a wholly-owned subsidiary of Netscape ("Subsidiary").

RECITALS

A. Parent is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 205,000,000 shares, 200,000,000 shares of which are designated "Common Stock," par value \$.0001 per share and 5,000,000 of which are designated "Preferred Stock," par value \$.0001 per share.

B. Subsidiary is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 1,000 shares, all of which are designated voting "Common Stock," no par value per share. As of December 16, 1997, 1,000 shares of Subsidiary Common Stock (as defined below) were issued and outstanding, all of which are issued in the name of Parent.

C. The Boards of Directors of Parent and Subsidiary believe it is in the best interests of each company and their respective stockholders that Subsidiary merge with and into Parent upon the terms and conditions herein provided (the "Merger").

D. The respective Boards of Directors of Parent and Subsidiary have approved this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, intending to be legally bound hereby the parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Delaware General Corporation Law ("Delaware Law"), Subsidiary shall be merged with and into Parent, the separate corporate existence of Subsidiary shall cease and Parent shall continue as the surviving corporation. Parent, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "Surviving Corporation".

1.2 Effective Time. The Merger shall become effective when a Certificate of Ownership and Merger ("Certificate of Merger") meeting the requirements of the Delaware Law shall have been filed with the Secretary of State of the State of Delaware (the time of acceptance by the Secretary of State of the State of Delaware of such filing being referred to herein as the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Delaware Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of Subsidiary shall vest in the Surviving Corporation, and all debts, liabilities and duties of Subsidiary shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Certificate of Incorporation; Bylaws.

(a) The Certificate of Incorporation of Parent, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation.

(b) The Bylaws of Parent, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended.

1.5 Directors and Officers. The director(s) of Parent immediately prior to the Effective Time shall be the initial director(s) of the Surviving Corporation, each to hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation. The officers of Parent immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the Bylaws of the Surviving Corporation.

1.6 Effect of Merger. Upon the Effective Time of the Merger, the separate existence of Parent and Subsidiary shall cease and Parent, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, power and property as constituted immediately prior to the Effective Time of the Merger, (ii) shall be subject to all actions previously taken by its and Subsidiary's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Subsidiary as more fully set forth in Section 259 of the Delaware Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Subsidiary in the same manner as if Parent had itself incurred them, all as more fully provided under the applicable provisions of the Delaware Law.

ARTICLE II

CANCELLATION OF SUBSIDIARY STOCK

As of the Effective Time, by virtue of the Merger and without any action on the part of Subsidiary or the holder of any shares of Subsidiary's Common Stock (as defined below), the following shall occur:

Each share of Common Stock of Subsidiary ("Subsidiary Common Stock") issued and outstanding immediately prior to the Effective Time will be surrendered to Parent for cancellation in consideration of the transfer of the assets of Subsidiary to Parent and Parent's assumption of the liabilities and obligations of Subsidiary.

ARTICLE III

GENERAL

3.1 Further Assurances. From time to time, as and when required by Parent or by its successors or assigns, there shall be executed and delivered on behalf of Subsidiary such deeds and other instruments, and there shall be taken or caused to be taken by Parent and Subsidiary 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 Parent the title to and possession of all of the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Subsidiary and otherwise to carry out the purposes of this Agreement, and the officers and directors of Parent are fully authorized in the name and on behalf of Subsidiary or otherwise to take any and all such action and to execute and to deliver any and all such deeds and other instruments.

3.2 Abandonment. At any time before the Effective Time 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 Parent or Subsidiary or both, notwithstanding the approval of this Agreement by the stockholders of Subsidiary.

3.3 Amendment. Except as is otherwise required by applicable law after the stockholders of Subsidiary approve this Agreement, this Agreement may be amended by the parties hereto at any time prior to the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

3.4 Agreement. Executed copies of this Agreement shall be on file at the principal place of business of the Surviving Corporation at 501 East Middlefield Road, Mountain View, California 94043 and copies thereof will be furnished to any stockholder of Parent or Subsidiary, upon request and without cost.

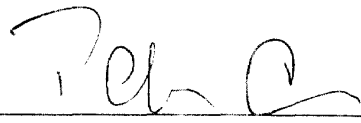
3.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties hereto agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

3.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

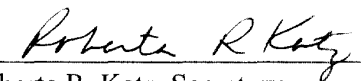
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IN WITNESS WHEREOF, this Agreement having first been approved by resolutions of the Board of Directors of Parent and Subsidiary, is hereby executed on behalf of each of such corporations and attested by their respective officers thereunto duly authorized, all as of the date first written above.

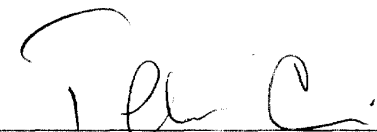
**NETSCAPE COMMUNICATIONS
CORPORATION**

By: 
Peter L.S. Currie
Executive Vice President and
Chief Administrative Officer


ATTEST:

By: 
Roberta R. Katz, Secretary

INSOFT, INC.

By: 
Peter L.S. Currie
President

ATTEST:

By: 
Peter L.S. Currie, Secretary