RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type
- [X] New
- [ ] Resubmission (Non-Recordation)
- [ ] Correction of PTO Error
- [ ] Conveyance Document

Conveyance Type
- [ ] Assignment
- [ ] Security Agreement
- [ ] License
- [ ] Change of Name
- [X] Merger
- [ ] Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Komodo Technology, Inc.
Name (line 2) a corporation of California
Second Party
Name (line 1)
Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Cisco Systems, Inc.
Name (line 2) a corporation of California
Address (line 1) 170 West Tasman Drive
Address (line 2)
Address (line 3) San Jose, CA 95134

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

FOR OFFICE USE ONLY

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D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB

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

PATENT
REEL: 011778 FRAME: 0117
**Correspondent Name and Address**

<table>
<thead>
<tr>
<th>Name</th>
<th>Anne VanBuskirk</th>
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<tbody>
<tr>
<td>Address (line 1)</td>
<td>Weil, Gotshal &amp; Manges LLP</td>
</tr>
<tr>
<td>Address (line 2)</td>
<td>2882 Sand Hill Rd. Ste. 280</td>
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<tr>
<td>Address (line 3)</td>
<td>Menlo Park, CA 94025-7022</td>
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<tr>
<td>Address (line 4)</td>
<td><a href="mailto:anne.vanbuskirk@weil.com">anne.vanbuskirk@weil.com</a></td>
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**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. 

| #  | 10 |

**Application Number(s) or Patent Number(s)**

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

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Mark if additional numbers attached

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

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**Number of Properties**

Enter the total number of properties involved.

| #  | 3  |

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): $120.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account Number: #23-0800

Authorization to charge additional fees: Yes [x] No [ ]

**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. Charges to deposit account are authorized, as indicated herein.

Anne VanBuskirk [Signature]

Name of Person Signing

Date 5-02-01

U.S. Department of Commerce Patent and Trademark Office
SECRETARY OF STATE

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

That the attached transcript of 9 page(s) was prepared by and in this office from the record on file, 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 day of

MAR - 8 2001

Bill Jones
Secretary of State
AGREEMENT OF MERGER
OF
CISCO SYSTEMS, INC.
AND
KOMODO TECHNOLOGY, INC.

This Agreement of Merger is dated as of the 25th day of September, 2000 ("Merger Agreement") between Cisco Systems, Inc., a California corporation ("Acquiror"), and Komodo Technology, Inc., a California corporation ("Target").

REcITALS

A. Target was incorporated in the State of California and on the date hereof has outstanding 16,372,000 shares of Common Stock ("Target Common Stock"), 6,000,000 shares of Series A Preferred Stock ("Target Series A Preferred Stock") and 2,648,170 shares of Series B Preferred Stock ("Target Series B Preferred Stock"). The Target Series A Preferred Stock and the Target Series B Preferred Stock are hereinafter collectively referred to as the "Target Preferred Stock.

B. Acquiror and Target have entered into an Agreement and Plan of Merger and 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 are 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 shall convert into 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 or any other direct or indirect wholly owned subsidiary of Target 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 the Corporations Code of the State of California ("California Law"), referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for 0.10473129 of a share of Acquiror Common Stock; provided, however, that no more than 2,635,790 shares of Common Stock of Acquiror shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options and Target warrants 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 California Law. 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, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of shares of Target Common Stock 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 per share market value of Acquiror Common Stock (deemed to be $66.39375) 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 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(a) 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 shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

(b) 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.

(c) 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.

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

CISCO SYSTEMS, INC.

By: John T. Chambers, President

By: David Rogan, Assistant Secretary

KOMODO TECHNOLOGY, INC.

By: Jan Fandrianto, President and Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]
IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date first written above.

CISCO SYSTEMS, INC.

By: ____________________________
    John T. Chambers, President

By: ____________________________
    David Rogan, Assistant Secretary

KOMODO TECHNOLOGY, INC.

By: ____________________________
    Jan Fandrianto, President and Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]
OFFICERS' CERTIFICATE
OF
ACQUIROR

The undersigned, John T. Chambers and David Rogan, hereby certify on behalf of
Cisco Systems, Inc., a California corporation ("Acquiror"), that Mr. Chambers is the duly elected
President and Chief Executive Officer and Mr. Rogan is the duly elected Assistant Secretary of
Acquiror and they further certify on behalf of Acquiror that:

1. They are the duly elected, acting and qualified President and Assistant
   Secretary, respectively, of Acquiror.

2. There are two authorized classes of shares, consisting of 20,000,000,000
   shares of Common Stock, of which 7,165,914,196 shares are 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.
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 September 25, 2000.

By:  
John T. Chambers  
President and Chief Executive Officer

By:  
David Rogan  
Assistant Secretary
OFFICERS' CERTIFICATE
OF
TARGET

Jan Fandrianto, President and Secretary of Komodo Technology, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), does hereby certify:

1. He is the duly elected, acting and qualified President and Secretary of the Corporation.

2. There are two authorized classes of shares, consisting of 29,000,000 shares of Common Stock, no par value, and 8,648,170 shares of Preferred Stock, no par value. On the record date for the vote on the Agreement of Merger, there were 16,372,000 shares of Common Stock, 6,000,000 shares of Series A Preferred Stock and 2,648,170 shares of Series B 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 Corporations Code of the State of California.

4. Approval of the Agreement of Merger by the holders of at least 66-2/3% of the outstanding shares of Series A Preferred Stock, more than 50% of the outstanding shares of Series A Preferred Stock and Series B Preferred Stock, and more than 50% of the outstanding shares of Common Stock was required. The percentage of the outstanding shares of each class of
the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.

The undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed in Los Gatos, California, on September 15, 2000.

By: [Signature]

Jan Fandrianto, President and Secretary