



08-28-2002

Form PTO-1595
(Rev. 03/01)

RECOF

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

102203948

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

1. Name of conveying party(ies):

Astral Point Communications, Inc.

8-21-02

2. Name and address of receiving party(ies)

Name: Alcatel Communications, Inc.

Internal Address:

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Street Address: 19 Alpha Road

City: Chelmsford

State: MA

Zip: 01824

Execution Date: April 3, 2002

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

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)

09/290,051

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Alcatel

Internal Address: Intellectual Property Department

Street Address: 1000 Coit Road, MS LEGL2

City: Plano State: TX Zip: 75075

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0838

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

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.

Jessica W. Smith, Reg. No. 39,884

Name of Person Signing

Signature

August 15, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 1

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/27/2002 6TD11 00000114 500838 09290051

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CERTIFICATE OF MERGER

OF

APPLES ACQUISITION CORP.

WITH AND INTO

ASTRAL POINT COMMUNICATIONS, INC.

(Pursuant to Section 251 of the Delaware General Corporation Law)

Astral Point Communications, Inc., a Delaware corporation, which desires to merge with Apples Acquisition Corp., a Delaware corporation, hereby certifies as follows:

FIRST: The name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Apples Acquisition Corp.	Delaware
Astral Point Communications, Inc.	Delaware

SECOND: An Agreement and Plan of Merger dated as of January 18, 2002 (the "Merger Agreement") among Alcatel, a French corporation, and each of the constituent corporations relating to the merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The merger shall be effective as of the time of the filing of this Certificate of Merger.

FOURTH: Astral Point Communications, Inc. is the surviving corporation of the merger and will continue its existence as said surviving corporation.

FIFTH: The name of the surviving corporation upon the effective date of the merger will be changed to Alcatel Communications, Inc.

SIXTH: The Restated Certificate of Incorporation of the surviving corporation shall be amended and restated in its entirety as set forth as Exhibit A hereto.

SEVENTH: The executed Merger Agreement is on file at the office of the surviving corporation, 19 Alpha Road, Chelmsford, Massachusetts 01824.

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EIGHTH. A copy of the Merger Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholders of the constituent corporations.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be duly executed by its authorized officer.

Dated: April 3, 2002

ASTRAL POINT COMMUNICATIONS, INC.

By: /s/ Raj Shanmugaraj
Name: Raj Shanmugaraj
Title: President and CEO



EXHIBIT A

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ALCATEL COMMUNICATIONS, INC.

FIRST. The name of the corporation is Alcatel Communications, Inc. (hereinafter, the "Corporation").

SECOND. The address of the Corporation's registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of all classes of stock that the Corporation shall have authority to issue is 7,300 shares of Common Stock, par value \$0.01 per share.

FIFTH. The Corporation shall have perpetual existence.

SIXTH. Election of directors need not be by written ballot.

SEVENTH. The Board of Directors is authorized to adopt, amend or repeal the Bylaws of the Corporation.

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EIGHTH. Indemnification.

1. Actions other than by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

2. Actions by or in the Right of the Corporation. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of

another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

3. Success on the Merits. To the extent that any person described in Section 1 or 2 of this Article EIGHTH has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

4. Specific Authorization. Any indemnification under Section 1 or 2 of this Article EIGHTH (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because such person has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board of Directors by a majority vote of Directors who were not parties to such action, suit or proceeding (even though less than a quorum), or (2) if there are no disinterested Directors or if a majority of disinterested Directors so directs, by

4. Specific Authorization. Any indemnification under Section 1 or 2 of this Article EIGHTH (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because such person has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board of Directors by a majority vote of Directors who were not parties to such action, suit or proceeding (even though less than a quorum), or (2) if there are no disinterested Directors or if a majority of disinterested Directors so directs, by independent legal counsel (who may be regular legal counsel to the Corporation) in a written opinion, or (3) by the holders of at least a majority of shares of Common Stock of the Corporation.

5. Advance Payment. Expenses incurred in defending a pending or threatened civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in Section 1 or 2 of this Article to repay such amount if it shall ultimately be determined that such person is not entitled to indemnification by the Corporation as authorized in this Article EIGHT.

6. Non-Exclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article EIGHT shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any Bylaw, agreement, vote of stockholders or disinterested Directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

7. Insurance. The Board of Directors may authorize, by a vote of the majority of

8. Continuation of Indemnification and Advancement of Expenses. The

indemnification and advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

9. Severability. If any word, clause or provision of this Article EIGHTH or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

10. Intent of Article. The intent of this Article EIGHTH is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article EIGHTH shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

NINTH. The Corporation eliminates the personal liability of each member of its Board of Directors to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that, to the extent provided by applicable law, the foregoing shall not eliminate the liability of a director (i) for any breach of such director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware or (iv) for any transaction from which such director derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged

liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.



Delaware

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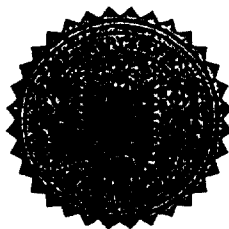
The First State

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 MERGER, WHICH MERGES:

"APPLES ACQUISITION CORP.", A DELAWARE CORPORATION,

WITH AND INTO "ASTRAL POINT COMMUNICATIONS, INC." UNDER THE NAME OF "ALCATEL COMMUNICATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF APRIL, A.D. 2002, AT 8:30 O'CLOCK A.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: 1700599

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DATE: ~~04-02-02~~ **PATENT**

RECORDED: 08/21/2002

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