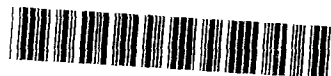


PATENT

04-04-2005



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RECORD 102971733
PATENTS ONLY

HEET

OPR/FINANCE

3/31/05

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other

Attorney Docket No. ACCE.P0004

Conveying Party (ies)

Mark if additional names of conveying parties attached

Execution Date
MMDDYYYY

Name (1st party) OpenData Systems, Inc.

Name (2nd party) _____

Name (3rd party) _____

Name (4th party) _____

03212000

Receiving Party

Mark if additional names of receiving parties attached

Name Sierra Computer Systems, Inc.

Name A California Corporation

Address 4160 Dublin Blvd., Suite 128

Address Dublin, CA 94568

Address _____

City _____ State/Country _____ Zip Code _____

If document to be recorded is an assignment and the receiving party is not domiciled in the U.S., an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Domestic Representative

(Complete only if receiving party is not domiciled in the United States)

Name _____

Address _____

Address _____

Address _____

For Office Use Only

Mail documents to be recorded with required cover sheet(s) information to:
Mail Stop Assignment Recordation Services Director of the U.S. Patent and Trademark Office, P.O. Box 1450,
Alexandria, VA 22313-1450

04/01/2005 6TON11 00000098 09451575

01 FC:8021 40.00 OP

PATENT
REEL: 016409 FRAME: 0762

Correspondent Name and Address

Name: John Stattler
Address: Stattler Johansen & Adeli LLP
P.O. Box 51860
Palo Alto, California 94303-0728
Telephone Number: (650) 752-0990, ext. 100
Fax Number: (650) 752-0995

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

27

Application Number(s) or Patent Number(s) Mark if additional numbers attached
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property.)

Patent Application Number(s)

Patent Number(s)

| | | | | | |
|------------|--|--|--|--|--|
| 09/451,575 | | | | | |
| | | | | | |
| | | | | | |

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. MMDDYYYY

Patent Cooperation Treaty (PCT)

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

| | | |
|--|--|--|
| | | |
| | | |

Number of Properties

Enter the total number of properties involved

1

Fee Amount

Fee Amount for Propeties Listed (37CFR3.41) \$

40.00

Method of Payment: Credit Card (See CC form) Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50 1128

Authorization to charge additional fees: Yes 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.

John Stattler
Name of Person Signing


Signature

March 28, 2005
Date



SECRETARY OF STATE

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

That the attached transcript of 39 page(s) 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 day of

JUN - 2 2000



Secretary of State

A0545930

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

MAY 22 2000

BILL JONES, Secretary of State

AGREEMENT OF MERGER
OF
OPENDATA SYSTEMS, INC.
WITH AND INTO
SIERRA COMPUTER SYSTEMS, INC.

This Agreement of Merger ("Agreement") is entered into as of March 21, 2000 by and between Sierra Computer Systems, Inc., a California corporation ("Sierra") (surviving corporation), and OpenData Systems, Inc., a California corporation ("OpenData") (disappearing corporation).

1. Effective Time of Merger. Pursuant to the California Corporations Code, OpenData will be merged with and into Sierra (the "Merger"), with Sierra to be the surviving corporation of the Merger. The Merger will be effective (the "Effective Time") on the date on which a copy of this Agreement and all required officers' certificates and other appropriate documents are filed with the Secretary of State of California.

2. Conversion of Securities, Assumption of OpenData Options and Option Plan.

(a) Conversion of OpenData Shares. At the Effective Time, each share of OpenData common stock, no par value ("OpenData Common Stock") immediately prior to the Effective Time, will, by virtue of the Merger and without further action on the part of any holder thereof be converted into the right to receive 0.00008933 fully paid and nonassessable shares of Sierra common stock (the "Exchange Ratio"), no par value ("Sierra Common Stock") and each share of OpenData Series A Preferred Stock, no par value ("OpenData Series A Preferred Stock") immediately prior to the Effective Time, will, by virtue of the Merger and without further action on the part of any holder thereof be converted into the right to receive 0.00008933 fully paid and nonassessable shares of Sierra Series A Preferred Stock, no par value ("Sierra Series A Preferred Stock").

(b) Surrender and Exchange of Outstanding Certificates. Each certificate which immediately before the Effective Time evidenced shares of OpenData Common Stock and OpenData Series A Preferred Stock will, from and after the Effective Time until such certificate is surrendered to Sierra or its transfer agent, be deemed, for all corporate purposes, to evidence the right to receive the consideration described above; provided, however, that until such certificate is so surrendered by a shareholder, no dividend or other distribution payable to such shareholder after the Effective Time will be paid in respect of the shares of Sierra Common Stock or Sierra Series A Preferred Stock represented by such certificate. Upon surrender, all dividends and distributions, if any, theretofore declared and accrued but unpaid in respect of such shares will be paid. On the first business day following the Effective Time, each shareholder will be requested to surrender to Sierra or its transfer agent, the certificate or certificates representing all the shares of OpenData Common Stock and OpenData Series A Preferred Stock issued and outstanding immediately prior to the Effective Time. Upon such surrender, the shareholder will

be entitled to receive certificate(s) evidencing ownership of the shares of Sierra Common Stock or Sierra Series A Preferred Stock which are deemed to be represented by the certificate or certificate(s) surrendered. Sierra or its transfer agent will issue to the shareholders such certificate(s) as soon as practicable following such surrender.

(c) At the Effective Time, the OpenData 1998 Option Plan (the "OpenData Option Plan") and all options to purchase OpenData Common Stock then outstanding under the OpenData Option Plan, whether vested or unvested, shall be assumed by Sierra as set forth below. Each such option so assumed by Sierra under this Agreement shall continue to have, and be subject to, the same terms and conditions set forth in the OpenData Stock Option Plan, immediately prior to the Effective Time, except that (i) such option will be exercisable for that number of whole shares of Sierra Common Stock equal to the product of the number of shares of OpenData Common Stock that were issuable upon exercise of such option immediately prior to the Effective Time multiplied by the Exchange Ratio and rounded down to the nearest whole number of shares of OpenData Common Stock, and (ii) the per share exercise price for the shares of Sierra Common Stock issuable upon exercise of such assumed option will be equal to the quotient determined by dividing the exercise price per share of OpenData Common Stock at which such option was exercisable immediately prior to the Effective Time by the Exchange Ratio. Consistent with the terms of the OpenData Stock Option Plan and the documents governing the outstanding options under such Plan, the Merger will not terminate any of the outstanding options under such Plan or accelerate the exercisability or vesting of such options or the shares of Sierra Common Stock which will be subject to those options upon Sierra's assumption of the options in the Merger. It is the intention of the parties that the options so assumed by Sierra qualify following the Effective Time as incentive stock options as defined in Section 422 of the Code to the extent such options qualified as incentive stock options prior to the Effective Time. Within 60 business days after the Effective Time, Sierra will issue to each person who, immediately prior to the Effective Time was a holder of an outstanding option under the OpenData Stock Option Plan a document evidencing the foregoing assumption of such option by Sierra.

3. Effects of Merger. At the Effective Time:

(a) the separate existence of OpenData will cease and OpenData will be merged with and into Sierra and Sierra will be the surviving corporation pursuant to the terms of this Agreement;

(b) the Articles of Incorporation of the surviving corporation shall be amended and restated as attached hereto as Exhibit A;

(c) The bylaws of Sierra will be the bylaws of the surviving corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the California General Corporation Law;

(d) each share of OpenData Common Stock and OpenData Series A Preferred Stock outstanding immediately prior to the Effective Time will be converted as provided in Section 2(a) of this Agreement;

(e) the OpenData Option Plan and all options to purchase OpenData Common Stock then outstanding under the OpenData Option Plan, whether vested or unvested, shall be assumed by Sierra as set forth in Section 2(c) hereof; and

(f) the Merger will, at and after the Effective Time, have all of the effects provided by applicable law.

4. Representations and Warranties of OpenData and Its Shareholders. OpenData and certain of its shareholders who are signatories to this Agreement hereby represent and warrant to Sierra that the authorized capital of OpenData consists of:

(a) *Common Stock* 90,000,000 shares of common stock, of which 31,175,625 shares are issued and outstanding,

(b) *Preferred Stock* 15,000,000 shares of preferred stock, of which 15,000,000 shares are designated Series A Preferred Stock and 14,115,386 shares are issued and outstanding, and

(c) Except for the options to purchase common stock of OpenData granted pursuant to the OpenData's 1998 Stock Option Plan (the "Option Plan") and options granted to Leo McCarthy on March 9, 1998, there are no outstanding options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition from OpenData of any shares of its capital stock.

5. Representations and Warranties of Sierra and Its Shareholders. Sierra and certain of its shareholders who are signatories to this Agreement hereby represent and warrant to OpenData that the authorized capital of Sierra consists of:

(a) *Common Stock* 100,000 shares of common stock, of which 4,211 shares are issued and outstanding, and

(b) There are no outstanding options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition from Sierra of any shares of its capital stock.

6. Further Assurances. After the Effective Time, Sierra and its officers and directors may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to carry out the purposes of this Agreement in the name of OpenData or otherwise.

7. Termination. This Agreement may be terminated and the proposed Merger abandoned at any time prior to the Effective Time, whether before or after approval of this Agreement by the shareholders of OpenData, by either party hereto or by the mutual consent of the Boards of Directors of Sierra and OpenData.

8. Assignment. Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be

binding, upon and inure to the benefit of the parties hereto and their respective successors, personal representatives and permitted assigns.


9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws.

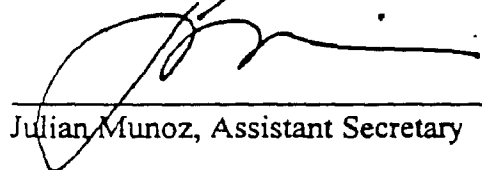
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

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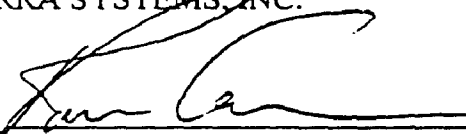
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: 
Ho-Wing Sit, President


By: 
Julian Munoz, Assistant Secretary

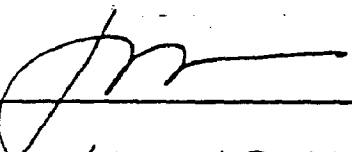
SIERRA SYSTEMS, INC.

By: 
Robert Ausherman, President

By: 
Michael Brady, Secretary


SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

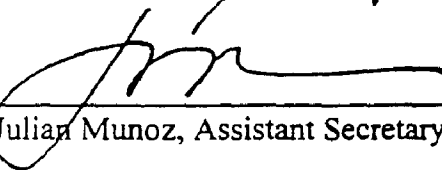
By: 
Name: _____
Title: _____

By: 
Name: JULIAN D. MUNOZ
Title: VICE PRESIDENT

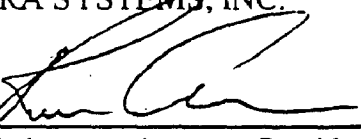
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: 
Ho-Wing Sit, President


By: 
Julian Munoz, Assistant Secretary

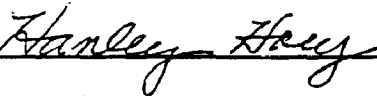
SIERRA SYSTEMS, INC.

By: 
Robert Ausherman, President

By: 
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: 
Name: RICKET HO
Title: _____

By: 
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit , President

By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: David S. Lee

Name: DAVID S. LEE

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
 , President

By: _____
 , Secretary

SIERRA SYSTEMS, INC.

By: _____
 , President

By: _____
 , Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: *J. SMA*

Name: JAMES SMA

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit, President

By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: ANTHONY CABLE

Name: [Signature]

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit, President

By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: _____
Name: _____
Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit , President

By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: 

Name: ANTHONY B. KWICE

Title: TRUSTEE FOR THE HO-WING SIT FAMILY TRUST

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit , President

By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: HSIN-LIN WEN

Name: HSIN-LIN WEN

Title: _____

By: Yim Sout Heng

Name: S-O-T PHENG YIM

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: Ho-Wing Sit , President

By: Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: Robert Ausherman, President

By: Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: *Kirk West*
Name: KIRK WEST
Title: DIRECTOR

By: .

Name:

Title:

By:

Name:

5
pa-414988

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit, President

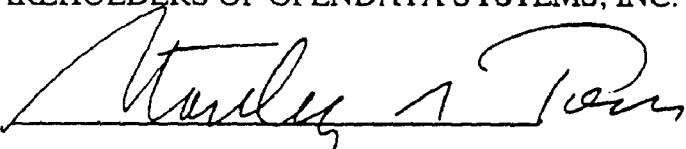
By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: 

Name: STANLEY TOM

Title: Market One

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit, President

By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: Leo T. McCarthy

Name: Leo T. McCarthy

Title: Director

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit, President

By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: Adam McCarthy

Name: Adam McCarthy

Title: _____

By: J. Farrell

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit, President

By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

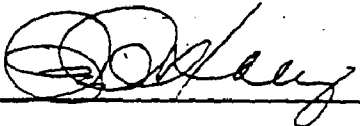
By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: *BS*

Name: *Buzz N / in*

Title: *As An Individual*

By: 

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

OPENDATA SYSTEMS, INC.

By: _____
Ho-Wing Sit, President


By: _____
Julian Munoz, Assistant Secretary

SIERRA SYSTEMS, INC.

By: _____
Robert Ausherman, President

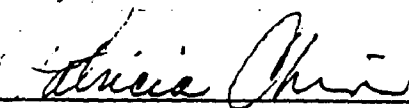
By: _____
Michael Brady, Secretary

SHAREHOLDERS OF OPENDATA SYSTEMS, INC.

By: 

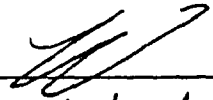
Name: CHESTER CHIN

Title: _____

By: 

Name: PATRICIA CHIN

Title: _____

By: 

Name: Leland Lai

Title: _____

By: _____

Name: _____

Title: _____

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: Hanley Hoy

Name: Hoy Trust

Title: Trustee

By: Gordon Hoy

Name: _____

Title: _____

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: Hanley Hoey

Name: _____

Title: as agent for
Greensand Group Limited

By: Hanley Hoey

Name: Hoey Family Living Trust

Title: trustee

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: Ping-Hung Chen

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SHAREHOLDERS OF OPEN DATA SYSTEMS, INC.

By: Jean M. Ariyoshi
Jean M. Ariyoshi, Trustee for the
Jean M. Ariyoshi Revocable Living Trust
c

Address: 999 Bishop Street, 23rd Floor
Honolulu, Hawaii 96813

By: [Signature]
John Komeiji, As Trustee in Trust for
Sky Riki Takemoto

Address: 999 Bishop Street, 23rd Floor
Honolulu, Hawaii 96813

By: [Signature]
John Komeiji, As Trustee in Trust for
Ethan Ryoichi Ariyoshi

Address: 999 Bishop Street, 23rd Floor
Honolulu, Hawaii 96813

By: [Signature]
John Komeiji, As Trustee in Trust for
Lynn Ariyoshi-Takemoto,
Ryozo Ariyoshi and Donn Ryoji Ariyoshi

Address: 999 Bishop Street, 23rd Floor
Honolulu, Hawaii 96813

By: _____,
_____, Title

Address: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: Robert Ausherman

Name: Robert Ausherman

Title: President

By: Michael Brady

Name: MICHAEL BRADY

Title: VICE PRESIDENT / SECRETARY

By: Paul H. Rose

Name: PAUL H. ROSE

Title: SENIOR IMPLEMENTATION CONSULTANT

By: Harley Hoey

Name: _____

Title: agent for Greenland Group Limited

Title:

By:

Name:

Title:

SHAREHOLDERS OF SIERRA SYSTEMS, INC.

By: *Kirk West*

Name: *KIRK WEST*

Title: *DIRECTOR & SHAREHOLDER*

By:

Name:

Title:

By:

Name:

Title:

By:

Name:

Title:

EXHIBIT A

EXHIBIT A

Amended and Restated Articles of Incorporation