Commissioner of Patents, please record the attached original document(s) or copy(ies).

1. Name of conveying party(ies):
   IDT Holdings, Inc.
   (a Delaware Corporation)
   Additional name(s) attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies):
   Identicator Technology, Inc.
   (a Delaware Corporation)
   1150 Bayhill Road, Suite 215
   San Bruno, CA 94066

3. Nature of conveyance:
   ☐ Assignment
   ☐ Merger
   ☐ Security Agreement
   ☐ Change of Name
   ☐ Other:

   Execution Date: April 28, 1999
   Additional names/addresses attached? ☐ Yes ☑ No

4. Application number(s) or patent number(s):
   If this document is being filed with a new application, the execution date of the application is:
   A. Patent Application No(s): 09/255,744

   B. Patent No(s): 5,732,148
      6,069,959

   Additional numbers attached? ☐ Yes ☑ No

5. Name/address of party to whom correspondence concerning document should be mailed:
   WILLIAM J. EGAN, III
   Fish & Richardson P.C.
   500 Arquilla Street, Suite 500
   Redwood City, California 94063

6. Total number of applications/patents involved: 3

7. Total fee (37 CFR §3.41): $120
   ☐ Enclosed
   ☐ Authorized to charge Deposit Account

8. Deposit Account No: 06-1050
   Please apply any additional charges, or any credits, to our Deposit Account No: 06-1050.

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.

   William J. Egan, III
   Reg. No. 28,411
   Name of Person Signing
   Signature
   Date

Total number of pages including coversheet, attachments and document: 7

CERTIFICATE OF MAILING BY EXPRESS MAIL.

I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressed with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, Washington, DC 20231.

March 12, 2002
Signature

March 12, 2002
Date of Deposit

SAN D. SCOTT
Deputy Commissioner for Patent"
CERTIFICATE OF MERGER
MERGING
ID ACQUISITION CORP.
WITH AND INTO
IDT HOLDINGS, INC.

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

ID ACQUISITION CORP., a Delaware corporation ("Acquisition Sub") and IDT HOLDINGS, INC., a Delaware corporation ("IDT"), DO HEREBY CERTIFY AS FOLLOWS:

FIRST: That each of the constituent corporations, Acquisition Sub and IDT, is a corporation duly organized and existing under the Delaware General Corporation Law (the "Delaware Law"), and that IDT was incorporated on June 4, 1998, pursuant to the Delaware Law.

SECOND: That an Agreement and Plan of Reorganization and Merger (the "Merger Agreement"), dated as of November 14, 1998, as amended December 11, 1998, February 3, 1999 and March 16, 1999, among IdentiFix Incorporated, a Delaware corporation, Acquisition Sub and IDT, setting forth the terms and conditions of the merger of Acquisition Sub with and into IDT (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the Delaware Law.

THIRD: That the name of the surviving corporation (the "Surviving Corporation") shall be IDT HOLDINGS, INC. and that the name of the Surviving Corporation shall be changed herewith to IDENTIFICATOR TECHNOLOGY, INC.

FOURTH: That pursuant to the Merger Agreement, the Certificate of Incorporation of the Surviving Corporation is amended and restated to read in its entirety as set forth in Exhibit A hereto.

FIFTH: That an executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

IDT HOLDINGS, INC.
1550 Bayhill Road, Suite 215
San Bruno, CA 94066
SIXTH: That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That the Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, each of Acquisition Sub and IDT has caused this Certificate of Merger to be executed in its corporate name this 26th day of April, 1999.

ID ACQUISITION CORP.

By: ____________________________
    Its: President

IDT HOLDINGS, INC.

By: ____________________________
    Its: President
AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
IDT HOLDINGS, INC.

(Pursuant to Sections 242 and 245 of the General Corporation
Law of the State of Delaware)

IDT Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on June 4, 1998.

2. Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Amended and Restated Certificate of Incorporation restates and amends the provisions of the Certificate of Incorporation of this corporation.

The Corporation’s Certificate of Incorporation is hereby restated in its entirety as follows:

FIRST. The name of the corporation is IdenticaTOR Technology, Inc.

SECOND. The address of the registered office of the corporation in the State of Delaware is 9 E. Locust Street, Dover, Delaware, County of Kent. The name of its registered agent at such address is National Corporate Research, Ltd.

THIRD. The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH. The corporation is authorized to issue only one class of stock, to be designated Common Stock. The total number of shares of Common Stock which the corporation shall have authority to issue is one thousand (1,000) shares each having a par value of $0.01 per share.

FIFTH. The corporation is to have perpetual existence.

SIXTH. The Board of Directors shall have the power to adopt, amend or repeal the bylaws.

SEVENTH. No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability: (a) for any breach of the director’s duty of loyalty to the corporation or its stockholders; (b) for acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the Delaware General Corporation Law; or (d) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or
limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended. Any repeal or modification of this Article SEVENTH shall not adversely affect any right or protection of a director of the corporation existing at the time of the repeal or modification.

EIGHTH

A. RIGHT TO INDEMNIFICATION

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than that law permitted the corporation to provide before the amendment) against all expenses, liabilities and losses including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement reasonably incurred or suffered by such person in connection therewith. Such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators. However, the corporation shall indemnify any such person seeking indemnity in connection with any action, suit or proceeding (or part thereof) initiated by that person only if that action, suit or proceeding (or part thereof) was authorized by the board of directors of the corporation. The rights set forth in this Article EIGHTH shall be contract rights and shall include the right to be paid expenses incurred in defending any such proceeding in advance of its final disposition. However, the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such proceeding shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be so indemnified.

B. RIGHT OF CLAIMANT TO BRING SUIT

If a claim under Paragraph A of this Article EIGHTH is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim. If successful in whole or in part, the claimant shall be entitled to be paid the expense of prosecuting that claim. It shall be a defense to any such action (other than an
action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to this corporation that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed. However, the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel or its stockholders) to have made a determination before the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct as set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

C. NON-EXCLUSIVITY OF RIGHTS

The rights conferred on any person by Paragraphs A and B of this Article EIGHTH shall not be exclusive of any other rights which such person may have or hereafter may acquire under any statute, provision of the Certificate of Incorporation, by law, agreement, vote of stockholders or of disinterested directors, or otherwise.

D. EXPENSES AS A WITNESS

To the extent that any director, officer, employee, or agent of the corporation is by reason of such position, or a position with another entity at the request of the corporation, a witness in any action, suit or proceeding, he or she shall be indemnified and held harmless against all costs and expenses actually and reasonably incurred by him or her on his or her behalf in connection therewith.

E. EFFECT OF REPEAL OR MODIFICATION

Any repeal or modification of this Article EIGHTH shall not adversely affect any right of indemnification or advancement of expenses of a director or officer, employee or agent of the corporation existing at the time of such repeal or modification with respect to any action or omission occurring before the repeal or modification.

F. SEPARABILITY

Each and every paragraph, sentence, term and provision of this Article EIGHTH is separate and distinct. If any paragraph, sentence, term or provision is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of any other such paragraph, sentence, term or provision. To the extent required in order to make any such paragraph, sentence, term or provision of this Article EIGHTH valid or enforceable, the corporation shall, and the indemnitee or potential indemnitee may, request a court of competent jurisdiction to modify the paragraph, sentence, term or provision in order to preserve its validity and provide the broadest possible indemnification permitted by applicable law.
G. **INDEMNIFICATION OF EMPLOYEES AND AGENTS OF THE CORPORATION**

The corporation may, to the extent authorized from time to time by the board of directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this Article EIGHTH with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its President this 25th day of April, 1999.

[Signature]

Oscar Pieper, President