

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

Avivo Corporation

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution Date: June 1, 2005

2. Name and address of receiving party(ies):

Name: WebSideStory Search and Content
Solutions, Inc.

Internal Address:

Street Address: 1111 Bayhill Drive, Suite 285

City: San Bruno

State: CA Zip: 94066

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): 09/957,099; 10/039,537;
10/039,536; 10/877,488; 60/483,051

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Sabra-Anne R. Truesdale
Internal Address: Fenwick & West LLP
Street Address: Silicon Valley Center
801 California Street
City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41): \$200

☐ Check Enclosed☐ Fee Transmittal Enclosed☒ Charge the indicated fees to the below mentioned
deposit account.

8. Deposit Account No.: 19-2555

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.*Sabra-Anne R. Truesdale,
Reg. No. 55,687

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, documents: 8

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

Case Docket No.: 21540-01000

700210168

PATENT_{A1000/00103/DOCS/1554455.}
REEL: 016783 FRAME: 0181

A0629398

State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of _____
California, hereby certify:

That the attached transcript of 1 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 10 2005

A handwritten signature in cursive script, appearing to read "Bruce McPherson".

BRUCE McPHERSON
Secretary of State

A0629398

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

**AGREEMENT OF MERGER
OF
WEBSIDESTORY SEARCH AND
CONTENT SOLUTIONS, INC.,
A CALIFORNIA CORPORATION
AND
AVIVO CORPORATION,
A CALIFORNIA CORPORATION**

JUN 01 2005

This Agreement of Merger (this "*Agreement*"), is made and entered into as of June 1, 2005 by and between WebSideStory Search and Content Solutions, Inc. (the "*Company*") and Avivo Corporation, a California corporation ("*Avivo*" and, together with the Company, the "*Constituent Corporations*"). Both the Company and Avivo are wholly owned subsidiaries of WebSideStory, Inc., a Delaware corporation ("*Parent*").

RECITALS

A. Parent, Avivo and Charles M. Linehan, in his capacity as the Holder Representative, have entered into that certain Agreement and Plan of Merger, dated as of February 8, 2005 (the "*Merger Agreement*"), which provides for, among other things, the execution and filing of this Agreement and the merger of Avivo with and into the Company upon the terms set forth in the Merger Agreement and this Agreement (the "*Merger*").

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each such corporation and their respective shareholders that Avivo be merged with and into the Company, and the Boards of Directors of each of the Constituent Corporations have approved the Merger Agreement and the Merger.

C. The Merger has been approved by the sole shareholder of each of the Constituent Corporations.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, each of the Constituent Corporations hereby agree that Avivo shall be merged with and into the Company in accordance with this Agreement and the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

**ARTICLE I
THE CONSTITUENT CORPORATIONS**

1.1 The Company. The Company is a corporation duly organized and existing under the laws of the State of California and, immediately prior to the Merger, has an authorized capital of 1,000 shares of Common Stock, \$0.001 par value per share (the "*Company Common Stock*"), of which 100

shares are issued and outstanding and held by Parent on the date hereof. The Company was incorporated under the laws of the State of California on May 25, 2005.

1.2 Avivo. Avivo is a corporation duly organized and existing under the laws of the State of California and, immediately prior to the Merger, has an authorized capital of 1,000 shares of Common Stock, no par value (the "*Avivo Common Stock*"), of which 100 shares are issued and outstanding and held by Parent. Avivo was incorporated under the laws of the State of California on September 29, 1998.

ARTICLE II THE MERGER

2.1 The Merger. In accordance with Section 2.6 of the Merger Agreement and the General Corporation Law of the State of California (the "*CGCL*"), at the Effective Time (as defined below), Avivo shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Avivo shall cease and the Company shall continue as the surviving corporation of the Merger (the "*Surviving Corporation*").

2.2 Filing and Effectiveness. This Agreement, together with the officers' certificates of each of the Constituent Corporations required by CGCL (the "*Officers' Certificates*"), shall be filed with the Secretary of State of the State of California. The Merger shall become effective upon the filing of this Agreement and the Officers' Certificates with the Secretary of State of the State of California (the "*Effective Time*").

2.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the CGCL. Without limiting the generality of the foregoing, at the Effective Time, except as otherwise provided in the Merger Agreement, all the property, rights, privileges, powers and franchises of the Company and Avivo shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Avivo shall become the debts, liabilities and duties of the Surviving Corporation.

2.4 Board of Directors and Officers of the Surviving Corporation. The board of directors of Avivo immediately prior to the Effective Time shall be the initial board of directors of the Surviving Corporation, each to hold office in accordance with the articles of incorporation of the Surviving Corporation. The officers of Avivo immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the articles of incorporation and by-laws of the Surviving Corporation.

2.5 Articles of Incorporation of the Surviving Corporation. The Articles of Incorporation of the Company are not amended by the Merger.

2.6 Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Avivo, Parent or the Company, each share of Avivo Common Stock issued and outstanding immediately prior to the Effective Time shall be surrendered and converted into and be exchanged for one newly and validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation. Upon the Effective Time, the outstanding shares of the Company shall remain outstanding and are not affected by the Merger.

ARTICLE III GENERAL PROVISIONS

3.1 Amendment. This Agreement may be amended by the parties hereto prior to the Effective Time but, after approval hereof by the shareholders of the Company and Avivo, no amendment shall be made which by law requires the further approval of such shareholders without obtaining such approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

3.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
as of the date first above written.

AVIVO CORPORATION

By: 

Name: Jeffrey W. Lunsford

Title: President

By: 

Name: Michael S. Christian

Title: Corporate Secretary

WEBSIDESTORY SEARCH AND CONTENT
SOLUTIONS, INC.

By: 

Name: Jeffrey W. Lunsford

Title: President

By: 

Name: Michael S. Christian

Title: Corporate Secretary

[Signature page to Agreement of Merger]

WEBSIDESTORY SEARCH AND CONTENT SOLUTIONS, INC.
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned hereby certify that:

1. Jeffrey W. Lunsford is the President of WebSideStory Search and Content Solutions, Inc., a California corporation (the "*Company*").
2. Michael S. Christian is the Corporate Secretary of the Company.
3. The principal terms of the Agreement of Merger in the form attached hereto (the "*Agreement*") providing for the merger (the "*Merger*") of Avivo Corporation, a California corporation, with and into the Company were duly approved by the Board of Directors of the Company.
4. The authorized capital stock of the Company consists of 1,000 shares of Common Stock, of which 100 shares were issued and outstanding and entitled to vote upon the Merger. The votes of more than 50% of the outstanding shares of Company Common Stock were required to approve the Merger and the principal terms of the Agreement.
5. The principal terms of the Agreement and the Merger were approved by the consent of the Company's sole shareholder holding 100% of the Company's issued and outstanding shares, which vote exceeded the vote required.
6. No vote of the stockholders of WebSideStory, Inc., a Delaware corporation and the sole shareholder of the Company, was required to approve the Agreement or the Merger.

* * *

The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Date: June 1, 2005

Signature: _____

Jeffrey W. Lunsford
President

Signature: _____

Michael S. Christian
Corporate Secretary

AVIVO CORPORATION

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned hereby certify that:

1. Jeffrey W. Lunsford is the President of Avivo Corporation, a California corporation (the "Company").
2. Michael S. Christian is the Corporate Secretary of the Company.
3. The principal terms of the Agreement of Merger in the form attached hereto (the "Agreement") providing for the merger (the "Merger") of the Company with and into WebSideStory Search and Content Solutions, Inc., a California corporation, were duly approved by the Board of Directors of the Company.
4. The authorized capital stock of the Company consists of 1,000 shares of Common Stock, of which 100 shares were issued and outstanding and entitled to vote upon the Merger. The votes of more than 50% of the outstanding shares of Company Common Stock were required to approve the Merger and the principal terms of the Agreement.
5. The principal terms of the Agreement and the Merger were approved by the consent of the Company's sole shareholder holding 100% of the Company's issued and outstanding shares, which vote exceeded the vote required.
6. No vote of the stockholders of WebSideStory, Inc., a Delaware corporation and the sole shareholder of the Company, was required to approve the Agreement or the Merger.

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Date: June 1, 2005

Signature: _____

Jeffrey W. Lunsford
President

Signature: _____

Michael S. Christian
Corporate Secretary

