

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

NEXABIT NETWORKS, INC.

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

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) June 24, 1999☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other _____Street Address: 800 Mountain AvenueP.O. Box 636City: Murray HillState: New JerseyCountry: USAZip: 07974-0636Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

09/316,905

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Docket AdministratorInternal Address: Room 3J-219Street Address: 101 Crawford Corner RoadCity: HolmdelState: New JerseyZip: 07733-3030

Phone Number: _____

Fax Number: 732-849-0292

Email Address: _____

6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**☐ Authorized to be charged by credit card☒ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)**8. Payment Information**

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 12-2325

Authorized User Name _____

9. Signature:Matthew J. Hodulik

Signature

6/29/06

Date

Matthew J. Hodulik

Name of Person Signing

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

16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1460

CH \$40.00 122325 09316905

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

LUCENT TECHNOLOGIES INC.,

NEPTUNE ACQUISITION INC.

AND

NEXABIT NETWORKS, INC.

Dated as of June 24, 1999

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of June 24, 1999 by and among LUCENT TECHNOLOGIES INC., a Delaware corporation ("Lucent"), NEPTUNE ACQUISITION INC., a Delaware corporation ("Acquisition"), and NEXABIT NETWORKS, INC., a Delaware corporation (the "Company").

BACKGROUND

A. The Company is a Delaware corporation with its registered office located at 1013 Centre Road, Wilmington, Delaware and has authorized 124,000,000 shares of common stock, par value \$.01 per share ("Company Common Stock"), and 1,000,000 shares of preferred stock, \$.01 par value per share, of which 46,000 shares have been designated Series A Convertible Preferred Stock ("Series A Preferred Stock"), 47,660 shares have been designated Series B Convertible Preferred Stock ("Series B Preferred Stock"), 56,500 shares have been designated Series C Convertible Preferred Stock ("Series C Preferred Stock") and 200,000 shares have been designated Series D Convertible Preferred Stock ("Series D Preferred Stock"; the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock are collectively referred to herein as the "Company Preferred Stock" and the Company Common Stock and the Company Preferred Stock are collectively referred to herein as the "Company Capital Stock"). The Company is engaged principally in the design, development, production, marketing, distribution, maintenance and support of Internet protocol switch/routers (the "Business").

B. Lucent is a Delaware corporation with its registered office located at 1013 Centre Road, Wilmington, Delaware.

C. Acquisition is a wholly-owned subsidiary of Lucent and was formed to merge with and into the Company so that as a result of the merger the Company will survive and become a wholly-owned subsidiary of Lucent. Acquisition is a Delaware corporation with its registered office located at 1013 Centre Road, Wilmington, Delaware, and has authorized an aggregate of 1,000 shares of common stock, no par value per share ("Acquisition Common Stock").

D. The Board of Directors of each of Acquisition and the Company has determined that the merger of Acquisition with and into the Company (the "Merger") in accordance with the provisions of the Delaware General Corporation Law, as amended (the "DGCL"), and subject to the terms and conditions of this Agreement and Plan of Merger, is in the best interests of Acquisition and the Company and their respective stockholders.

E. The Boards of Directors of Acquisition and the Company have approved this Agreement and the transactions contemplated hereby.

F. The parties intend that, for federal income tax purposes, the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Code and that this Agreement shall constitute a plan of reorganization.

G. The parties intend that, for financial accounting purposes, the Merger shall be accounted for as a pooling of interests transaction.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound do hereby agree as follows:

I. The Merger

1.1 General

(a) Subject to the terms and conditions of this Agreement and in accordance with the DGCL, at the Effective Time, (i) Acquisition shall be merged with and into the Company, (ii) the separate corporate existence of Acquisition shall cease and (iii) the Company shall be the surviving corporation (the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Delaware.

(b) The Merger shall become effective at the time of filing of a Certificate of Merger, substantially in the form of Exhibit A attached hereto (the "Certificate of Merger"), with the Secretary of State of the State of Delaware in accordance with the provisions of Section 251 of the DGCL, or at such later time as may be stated in the Certificate of Merger or such later date as the parties may mutually agree (the "Effective Time"). Subject to the terms and conditions of this Agreement, the Company and Acquisition shall duly execute and file the Certificate of Merger with the Secretary of State of the State of Delaware at the time of the Closing. The closing of the Merger (the "Closing") shall take place at the offices of Sidley & Austin, 875 Third Avenue, New York, N.Y. at 10:00 A.M. two business days after the date on which the last of the conditions set forth in Section 6 shall have been satisfied or waived, or on such other date, time and place as the parties may mutually agree (the "Closing Date").

(c) At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Acquisition shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company and Acquisition shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

1.2 Certificate of Incorporation. The Certificate of Incorporation of Acquisition, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided therein and by law except that Article I of such Certificate of Incorporation shall be amended to read as follows: "The name of the Corporation is: Nexabit Networks, Inc."

Acquisition, as applicable, except as provided in Section 251(d) of the DGCL. Any amendment, modification or revision of this Agreement and any waiver of compliance or consent with respect hereto shall be effective only if in a written instrument executed by the parties hereto.

18. **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York as applied to contracts made and fully performed in such state, except insofar as the DGCL shall be mandatorily applicable to the Merger and the rights of the stockholders of the Company in connection therewith.

19. **No Benefit to Others.** The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their respective successors and assigns, and they shall not be construed as conferring, and are not intended to confer, any rights on any other Person.

20. **Severability.** If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of the Agreement shall remain in full force and effect. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties to the fullest extent permitted by applicable law.

21. **Section Headings.** All section headings are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof.

22. **Schedules and Exhibits.** All Schedules and Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.


23. **Extensions.** At any time prior to the Effective Time, any party may by corporate action, extend the time for compliance by or waive performance of any representation, warranty, condition or obligation of any other party.

24. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the Company, Acquisition and Lucent may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement as of the date first above written.

LUCENT TECHNOLOGIES INC.

By 
Name: Harry J. Carr
Title: Vice President and COO
Broadband Carrier Networks

NEPTUNE ACQUISITION INC.

By 
Name: Harry J. Carr
Title: Vice President

NEXABIT NETWORKS, INC.

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement as of the date first above written.


LUCENT TECHNOLOGIES INC.

By: _____
Name:
Title:

NEPTUNE ACQUISITION INC.

By: _____
Name:
Title:

NEXABIT NETWORKS, INC.

By:  _____
Name: Nimesh Chatter
Title: President

State of Delaware
Office of the Secretary of State

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I, EDWARD J. FREEL, 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:

"NEPTUNE ACQUISITION INC.", A DELAWARE CORPORATION,
WITH AND INTO "NEXABIT NETWORKS, INC." UNDER THE NAME OF
"NEXABIT NETWORKS, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE THE NINETEENTH DAY OF JULY, A.D. 1999, AT 4
O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.

2885645 8100M

991296575



Edward J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE:

9873712

07-20-99

PATENT

REEL: 017874 FRAME: 0348

CERTIFICATE OF MERGER
OF
NEPTUNE ACQUISITION INC.
WITH AND INTO
NEXABIT NETWORKS, INC.
UNDER SECTION 251 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware, Nexabit Networks, Inc., a Delaware corporation ("Nexabit"), hereby certifies the following information relating to the merger of Neptune Acquisition Inc., a Delaware corporation ("Acquisition"), with and into Nexabit (the "Merger").

1. The names and states of incorporation of Nexabit and Acquisition, which are the constituent corporations in the Merger (the "Constituent Corporations"), are:

<u>Name</u>	<u>State of Incorporation</u>
Nexabit Networks, Inc.	Delaware
Neptune Acquisition Inc.	Delaware

2. The Agreement and Plan of Merger, dated as of June 24, 1999, by and among Nexabit, Acquisition and Lucent Technologies Inc. (the "Merger Agreement"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations, in accordance with the provisions of Section 251(c) of the General Corporation Law of the State of Delaware. The Merger shall be effective as of 4:00 P.M. Eastern Standard Time on July 19, 1999.

3. The name of the corporation surviving the Merger is Nexabit Networks, Inc.

\\DMLAVC\DOCS\NEWYORK\131112\ July 19, 1999

IN WITNESS WHEREOF, this Certificate of Merger has been executed on
this 12th day of July, 1999.

NEXABIT NETWORKS, INC.

By Mukesh Chatter

Name: Mukesh Chatter
Title: President

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:17 PM 07/07/2003
FILED 04:55 PM 07/07/2003
SRV 030445806 - 2568038 FILE

CERTIFICATE OF OWNERSHIP AND MERGER

OF

NEXABIT NETWORKS, INC.

(a Delaware corporation)

into

LUCENT TECHNOLOGIES INC.

(a Delaware corporation)

It is certified that:

1. Lucent Technologies Inc. (the "Company") is a business corporation of the State of Delaware.

2. The Company is the owner of all of the outstanding shares of stock of Nexabit Networks, Inc. ("Nexabit"), which is a business corporation of the State of Delaware.

4. The Company hereby merges Nexabit into the Company.

5. The following is a copy of the resolutions adopted on by the Board of Directors of the Company on June 26, 2003 to merge Nexabit into the Company:

RESOLVED, that Nexabit, a Delaware corporation and a wholly-owned subsidiary of the Company, a Delaware corporation, be merged with and into the Company, pursuant to applicable provisions of the Delaware General Corporation Law (the "Merger"), on the terms hereinafter set forth (such terms, the "Plan of Merger", which Plan of Merger may be amended, terminated or abandoned at any time prior to the effective date of the Merger by the Board of Directors of the Company or this Committee) with the Company thereby assuming all of the liabilities and obligations of Nexabit; and

RESOLVED FURTHER, that the separate existence of Nexabit shall cease at the effective time and date of the Merger and the Company shall continue its existence as the surviving corporation pursuant to the provisions of Delaware General Corporation Law; and

RESOLVED FURTHER that the Certificate of Incorporation of the Company is not amended in any respect by this Plan of Merger; and

RESOLVED FURTHER that the issued shares of Nexabit, shall not be converted or exchanged in any manner pursuant to the Merger, but each said share which is issued immediately prior to the effective time and date of the Merger shall, at the effective time and date of the Merger, be surrendered and extinguished; and

RESOLVED FURTHER that each share of the Company's capital stock outstanding immediately prior to the effective time and date of the Merger is to remain

an identical outstanding or treasury or unissued share (as the case may be) of the Company at the effective time and date of the Merger; and

RESOLVED FURTHER that no shares of the Company's capital stock and no shares, securities, or obligations convertible into or exchangeable for such shares are to be issued or delivered under this Plan of Merger; and

RESOLVED FURTHER that the Company shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and will cause to be performed all necessary acts within the jurisdiction of organization of Nexablt and of the Company and in any other appropriate jurisdiction; and

RESOLVED FURTHER, that the Board of Directors and the proper officers of the Company are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

Executed on July 7, 2003

Lucent Technologies Inc.



Suzanne Franco
Assistant Secretary

SCHEDULE 3.14(a)

See list attached hereto of all patents and trademarks of the Company.
The Company has no copyright registrations or applications.

PATENT**REEL: 017874 FRAME: 0353**

**Nexant Networks, Inc.
Patents**

High performance universal multi-port internally cached dynamic random access memory system architecture and method.

USSN 581,467
Patent 5,799,209

Divisional 09/110.929 Filed 7-6-98

India 1830/DEL/96 Filed 8-19-96

Divisional India 01/DEL/99 Filed 1-1-99

PCT/IB96/00794 Filed 8-12-96

EPO 96925929.0 Filed 8-12-96

(National Filings)

Australia **65295/96** **Filed 8-12-96**

Canada	2,241.84
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China	96180069.0
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Israel	125135
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Japan HO-9-507934

Korea 705020/98

Mexico	98 5336
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Malaysia

Singapore

Taiwan 85111239 Filed 9-14-96

Patent NI 089983 Issued 10-21-97

Method of and system for high speed dual symmetric full duplex operation of asymmetric digital subscriber lines.

USSN 08746,671 Filed 9-14-96

A system architecture for and method of processing packets and/or cells in a common switch.

USSN 09/001,040 Filed 12-30-97

PCT/1B98/D1940

Method of and system for processing datagram headers utilizing scalable algorithms for performing such network header adaption (SAPNA).

USSN 09/063.708 Filed 4-21-98

Method of and apparatus for insertion and/or deletion of escape characters into and from data packets at high data rates in HDLC and similar data processing of multiple bytes in single clocktimes, and with multilane encoding for generic HDLC algorithms (MEGHA) and the like.

USSN 09/049.564

Filed 3-27-98

Method of and apparatus for validating data read out of a multiport internally cached random access memory (AMPIC DRAM).

USSN 09/049.567

Filed 3-20-98

PCT/IB99/00482

Filed 3-22-99

Taiwan 88104830

Filed 3-26-99

System Architecture for and method of dual path data processing and management of packets and/or cells and the like.

USSN 08/900.757

Filed 7-25-97

PCT/IB98/01117

Filed 7-21-98

Architectural enhancements to a multi-port internally cached drams and the like.

USSN 08/901.502

Filed 7-29-97

PCT/IB98/01121

Filed 7-23-98

Method of and operating architectural enhancement for multi-port internally cached dynamic random access memory (AMPIC Dram) systems, particularly adapted for ATM (Asynchronous Transfer Mode), Sonet (Synchronous Optical Network) cross connect, WDM (Wave Division Multiplexing) and similar applications, eliminating external control paths and random memory addressing, while providing zero bus contention for dram access.

USSN 09/038.720

Filed 3-10-98

PCT/IB99/00529

Filed 3-26-99

ROC 88107169

Filed 5-3-99

A method of and system for substitute use of checksum field space in information processing datagram headers for obviating processing speed and addressing space limitations and providing other features.

USSN 09/044.999

Filed 3-28-98

Chip Layout for implementing arbitrated high speed switching access of pluralities of I/O data ports to internally cached Dram banks and the like.

USSN 09/182.268

Filed 10-29-98

Nexabit Confidential

PATENT

REF: 017274-PRAMP-1355

Electronic circuit board assembly and method of closely stacking boards and cooling the same.

USSN 09/190.521

Filed 11-12-98

Method of and system for using multi-port internally cached dynamic random access memory (AMPIC DRAM) in the control path of systems for switching and routing data packets amongst I/O source and destination resources through shared control memory cores comprised of such ampic dram chips, and the like.

USSN 09/200.377

Filed 11-24-98

Method of and apparatus for fast alternate-path rerouting of labeled data packets normally routed over a predetermined primary label switched path upon failure or congestion in the primary path.

USSN 09/307.615

Filed 5-7-99

Method of and system for imperceptibly upgrading router node software and the like without traffic.

USSN 09/316.905

Filed 5-21-99

Trademarks

IP CBR

Filed April 1998

PATENT