

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/14/2000
CONVEYING PARTY DATA	
Name	Execution Date
WHOWHERE?, INC.	09/12/2000
RECEIVING PARTY DATA	
Name:	Quote.com, Inc.
Street Address:	850 N SHORELINE BLVD
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	08850782
Application Number:	09225194
Application Number:	09783845
CORRESPONDENCE DATA	
Fax Number:	(408)720-8383
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-720-8300
Email:	katie_lister@bstz.com
Correspondent Name:	BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN, LLP
Address Line 1:	1279 OAKMEAD PARKWAY
Address Line 4:	SUNNYVALE, CALIFORNIA 94085
ATTORNEY DOCKET NUMBER:	2941P001 FAMILY
NAME OF SUBMITTER:	Chui-kiu Teresa Wong

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REEL: 022557 FRAME: 0090

Total Attachments: 3

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of the State of California

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AGREEMENT OF MERGER

B. L. Jones
B. L. JONES, Secretary of State

This Agreement of Merger is entered into between Quote.com, Inc., a corporation duly organized and existing under the laws of the state of California, hereinafter called the Surviving Corporation, and WhoWhere? Inc., a corporation duly organized and existing under the laws of the state of California, hereinafter called the Merging Corporation.

1. The Merging Corporation shall be merged into the Surviving Corporation.
2. Any amendments to the articles of incorporation of the Surviving Corporation to be effected by the merger are: None. The Articles of Incorporation for Quote.com, a California Corporation which is surviving the merger, shall be the Articles of Incorporation of the Surviving Corporation.
3. The terms and conditions of the merger are as follows:
 - (a) The by-laws of the Surviving Corporation as they shall exist on the effective date of this merger shall be and remain the by-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.
 - (b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified
 - (c) At and after the effective date of the merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Corporations; all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property rights, privileges, powers and franchises and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger subject to the limitations set forth in Section 317 of the California General Corporation Law.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merging Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merging Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merging Corporation or otherwise to take any and all such action.

(e) This Agreement of Merger shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The merger shall take effect when any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the California General Laws, are accepted for filing by the appropriate office of the State of California.

(f) This Agreement of Merger may be terminated or abandoned by (a) either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (b) the mutual consent of the Constituent Corporations, each acting by its Board of Directors, at any time after such adoption by such stockholders and prior to the effective date of the merger. In the event of such termination or abandonment, this Agreement of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

(g) This Agreement of Merger constitutes a Plan of Reorganization, as well as a Plan of Merger, to be carried out in the manner, on the terms and subject to the conditions herein set forth.

(h) All corporate acts, plans, policies, approvals and authorizations of WhoWhere, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on WhoWhere. The employees of WhoWhere shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of WhoWhere.

(i) From the effective date of the merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any

property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement of Merger.

4. The manner of converting the shares of each constituent into shares or other securities of the Surviving Corporation, and, if any shares of any of the constituent corporations are not to be converted solely into shares or other securities of the Surviving Corporation, the cash, property, rights or securities of any corporation which the holders of such shares are to receive in exchange for the shares are as follows (or, if the shares are canceled without consideration, so state):

(a) Each share of common stock of the Merging Corporation which shall be outstanding on the effective date of this merger and all rights in respect thereof shall, without any further action on the part of anyone, be cancelled without consideration.

(b) After the effective date of the merger, each holder of a certificate or certificates which theretofore represented shares of common stock of the Merging Corporation shall cease to have any rights as a stockholder of the Merging Corporation except such as are expressly reserved to such stockholder by statute. After the effective date of the merger, each holder of any outstanding certificate representing shares of common stock of the Merging Corporation shall surrender the same to the Surviving Corporation.

5. Any other details or provisions are as follows: None.

IN WITNESS WHEREOF the parties have executed this Agreement on this 12th day of September, 2000.

Quote.com, Inc.

By: 

Edward M. Philip, President

By: 

Jeffrey M. Snider, SECRETARY

WhoWhere? Inc.

By: 

Edward M. Philip, President

By: 

Jeffrey M. Snider, SECRETARY