

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/28/2008

**CONVEYING PARTY DATA**

Name	Execution Date
Onaro, Inc.	01/28/2008

**RECEIVING PARTY DATA**

Name:	Network Appliance (NetApp), Inc.
Street Address:	495 E. Java Drive
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089

**PROPERTY NUMBERS Total: 6**

Property Type	Number
Application Number:	10693632
Application Number:	11112942
Application Number:	11112624
Application Number:	11529748
Application Number:	12006125
Application Number:	11965392

**CORRESPONDENCE DATA**

Fax Number: (617)235-7694  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-7000  
 Email: liseann.ruggeri@ropesgray.com  
 Correspondent Name: Ropes & Gray LLP  
 Address Line 1: One International Place  
 Address Line 2: 39 / 41 Docketing  
 Address Line 4: Boston, MASSACHUSETTS 02110

CH \$240.00 10693632

ATTORNEY DOCKET NUMBER:	ONAR-GIP-001
NAME OF SUBMITTER:	Lise Ann Ruggeri
Total Attachments: 8 source=Onaro_Certificate_of_Merger#page1.tif source=Onaro_Certificate_of_Merger#page2.tif source=Onaro_Certificate_of_Merger#page3.tif source=Onaro_Certificate_of_Merger#page4.tif source=Onaro_Certificate_of_Merger#page5.tif source=Onaro_Certificate_of_Merger#page6.tif source=Onaro_Certificate_of_Merger#page7.tif source=Onaro_Certificate_of_Merger#page8.tif	

# Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: *United States of America*

*This public document:*

2. *has been signed by Harriet Smith Windsor*

3. *acting in the capacity of Secretary of State of Delaware*

4. *bears the seal/stamp of Office of Secretary of State*

## Certified

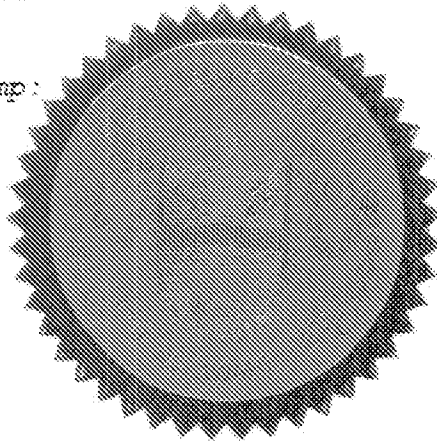
5. *at Dover, Delaware*

6. *the twenty-fourth day of September, A.D. 2008*

7. *by Secretary of State, Delaware Department of State*

8. No. *0365216*

9. Seal/Stamp:



10. Signature:

*Harriet Smith Windsor*  
Secretary of State

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, 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:

"TOTTENHAM MERGER CORP.", A DELAWARE CORPORATION,  
WITH AND INTO "ONARO, INC." UNDER THE NAME OF "ONARO, INC.",  
A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE  
TWENTY-EIGHTH DAY OF JANUARY, A.D. 2008, AT 2:50 O'CLOCK P.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3274656 810

AUTHENTICATION: 6870251

080980472

DATE: 09-24-08

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**PATENT**  
**REEL: 022718 FRAME: 0781**

CERTIFICATE OF MERGER  
OF  
TOTTENHAM MERGER CORP.  
WITH AND INTO  
ONARO, INC.

PURSUANT TO SECTION 251 OF THE GENERAL CORPORATION LAW  
OF THE STATE OF DELAWARE

Onaro, Inc., a corporation organized and existing under the laws of the State of Delaware,  
DOES HEREBY CERTIFY:

1. That the name and state of incorporation of each of the constituent corporations to the merger (the "Merger") are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Tottenham Merger Corp.	Delaware
Onaro, Inc.	Delaware

2. That an Agreement and Plan of Merger, dated as of December 7, 2007, (the "Merger Agreement"), by and among Network Appliance, Inc., a Delaware corporation (the "Parent"), Onaro, Inc., Tottenham Merger Corp., a wholly-owned subsidiary of Parent, and Amnon Shoham as the stockholder representative, has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware.
3. That the name of the surviving corporation is Onaro, Inc., a Delaware corporation (the "Surviving Corporation").
4. That, as an effect of the Merger, the Certificate of Incorporation of Onaro, Inc. in effect immediately prior to the Merger shall be amended and restated to read in its entirety as set forth in Exhibit A hereto, and as so amended and restated, shall be the Amended and Restated Certificate of Incorporation of the Surviving Corporation.
5. That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation. The address of said principal place of business is c/o Network Appliance, Inc., 495 East Java Drive, Sunnyvale, California 94089.
6. That an executed copy of the Merger Agreement will be furnished by the Surviving Corporation on request and without cost to any stockholder of Tottenham Merger Corp. or Onaro, Inc.

7. That the Merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the undersigned, for the purposes of effectuating the Merger of the constituent corporations, has caused this Certificate of Merger to be duly executed.

Dated: January 28, 2008

**ONARO, INC.**

/s/ Douglas McNary

Douglas McNary

*President & Chief Executive Officer*

EXHIBIT A

Amended and Restated Certificate of Incorporation of Onaro, Inc.



AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF

ONARO, INC.  
(a Delaware corporation)

I.

The name of this Corporation is Onaro, Inc. (the "Corporation").

II.

The address of this Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

III.

The purpose of the Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the General Corporation Law of the State of Delaware.

IV.

The total number of shares of all classes of stock that the Corporation is authorized to issue is one thousand (1,000) shares, which shall all be common stock with a par value of one-tenth of one cent (\$.001).

V.

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter or repeal the bylaws of the Corporation.

VI.

Election of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

VII.

The Corporation eliminates the personal liability of each member of its Board of Directors to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that, to the extent provided by applicable law, the foregoing shall not eliminate the liability of a director (i) for any breach of such director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the General Corporation Law of the State of Delaware or (iv) for any transaction from which such director derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

### VIII.

The Corporation shall, to the maximum extent permitted from time to time under the laws of the State of Delaware, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was or has agreed to be a director or officer of the Corporation or while a director or officer is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against any and all expenses (including attorneys' fees and expenses), judgments, fines, penalties and amounts paid in settlement or incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require the Corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. Such indemnification shall not be exclusive of other indemnification rights arising under any bylaw, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. No amendment or repeal of this Article VIII shall apply to or adversely affect any right or protection of a director or officer of the Corporation with respect to any act or omission of such director occurring prior to such amendment or repeal.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*