

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/19/2004
CONVEYING PARTY DATA	
Name	Execution Date
MAILBLOCKS, INC.	11/01/2004
RECEIVING PARTY DATA	
Name:	MBLX LLC
Street Address:	22000 AOL Way
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13311114
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
Phone:	202-408-4000
Email:	michelle.murray@finnegan.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	C. Gregroy Gramenopoulos
Address Line 1:	901 New York Avenue, NW
Address Line 2:	Finnegan
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	10587.0761-02
NAME OF SUBMITTER:	Donna O. Beckford-Harris
Total Attachments: 8 source=Merger_Mailblocks_Inc._to_MBLX_LLC#page1.tif	

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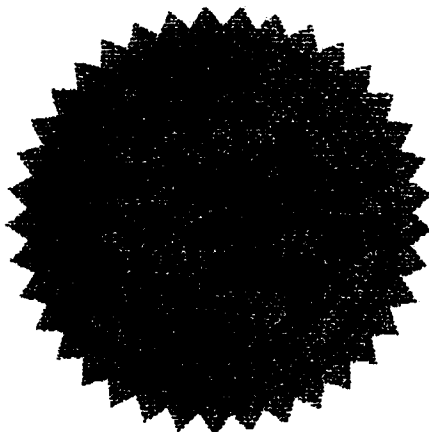
**SECRETARY OF STATE**

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 13 page(s) was prepared by and in this office from the record on file, 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

**NOV 19 2004**



*Kevin Shelley*  
Secretary of State

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**FILED**

In the office of the Secretary of State  
of the State of California

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**AGREEMENT OF MERGER**

*Kevin Shelley*  
KEVIN SHELLEY, Secretary of State

DATE: November 1, 2004

PARTIES: MAILBLOCKS, INC.  
a California corporation  
201 Main Street, Suite 100  
Los Altos, California 94022

("Mailblocks," sometimes  
collectively referred to with  
MBLX as the "Constituent  
Entities")

MBLX LLC  
a Delaware limited liability company  
22000 AOL Way  
Dulles, VA 20166

("MBLX," sometimes  
collectively referred to with  
Mailblocks as the  
"Constituent Entities")

**RECITALS**

A. Mailblocks is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

B. MBLX is a limited liability company organized under the laws of the State of Delaware and qualified to do business in the State of California.

C. MBLX is the owner of all the issued and outstanding shares of stock of Mailblocks.

D. Pursuant to the Limited Liability Company Agreement for MBLX, the members of the board of directors of MBLX constitute the "managers" of MBLX for purposes of the Delaware Limited Liability Company Act.

E. The board of directors and the sole shareholder of Mailblocks and the board of directors and sole member of MBLX, deem it advisable and in the best interest of the Constituent Entities and their sole shareholder and sole member, respectively, that Mailblocks be merged with and into MBLX.

**ARTICLE I  
MERGER**

Subject to the terms and conditions of this Agreement of Merger, at the Effective Time (as hereinafter defined), Mailblocks will be merged with and into MBLX, pursuant to the provisions of and with the effect provided in the California Corporations Code and the Delaware Limited Liability Company Act, (said transaction being hereinafter referred to as the "Merger"). At the Effective Time, the separate existence of Mailblocks shall cease and MBLX, as the surviving entity, shall continue unaffected and unimpaired by

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the Merger. MBLX, as existing at and after the Effective Time, is hereinafter sometimes referred to as the "Surviving Company."

## ARTICLE II CERTIFICATE OF FORMATION AND LIMITED LIABILITY COMPANY AGREEMENT

The Certificate of Formation and the Limited Liability Company Agreement of MBLX in effect immediately prior to the Effective Time shall be the Certificate of Formation and the Limited Liability Company Agreement of the Surviving Company, in each case until amended or restated in accordance with applicable law.

## ARTICLE III BOARD OF DIRECTORS AND OFFICERS

At the Effective Time, the directors and officers of MBLX immediately prior to the Effective Time shall be, from and after the Effective Time, the directors and officers of the Surviving Company; such directors and officers to hold office in accordance with the Limited Liability Company Agreement.

## ARTICLE IV CAPITAL STRUCTURE

At the Effective Time, all the property, rights, privileges, powers and franchises of Mailblocks and MBLX shall become or remain vested in the Surviving Company, respectively; and all debts, liabilities, obligations and duties of Mailblocks and MBLX shall become or remain debts, liabilities, obligations and duties of the Surviving Company, respectively.

## ARTICLE V CANCELLATION OF MAILBLOCKS SHARES; MEMBERSHIP INTERESTS OF MBLX

1. At the Effective Time, each share of the common stock of Mailblocks ("Mailblocks Common Stock"), issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger be cancelled and no cash, stock or other property shall be delivered in exchange therefor. At or after the Effective Time, each holder of a certificate or certificates theretofore representing outstanding shares of Mailblocks Common Stock is requested to surrender the same to MBLX for cancellation.
2. At the Effective Time, the membership interest(s) in MBLX shall remain outstanding as the membership interest(s) in the Surviving Company.

**ARTICLE VI  
EFFECTIVE TIME OF THE MERGER**

An authorized officer of MBLX shall execute a certificate of merger on behalf of MBLX and shall cause such certificate to be delivered to the Delaware Secretary of State for filing in accordance with Section 18-209(c) of the Delaware Limited Liability Company Act. The Merger shall be effective as to MBLX at the time and on the date specified in such certificate of merger or, if no such time and date are specified, upon the filing of such certificate of merger (such date and time being herein referred to as the "Effective Time"). As to Mailblocks, the merger shall be effective as of the Effective Time when all the required documents have been filed with the California Secretary of State in accordance with Section 1113 of the California Corporations Code.

**ARTICLE VII  
FURTHER ASSURANCES**

If at any time the Surviving Company shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Company title to any property or rights of Mailblocks, or otherwise to carry out the provisions hereof, the proper officers and directors of Mailblocks, as of the Effective Time, and thereafter the proper officers and directors of the Surviving Company acting on behalf of Mailblocks, shall execute and deliver any and all proper assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise carry out the provisions hereof.

**ARTICLE VIII  
MISCELLANEOUS**

1. This Agreement of Merger may be amended or supplemented at any time prior to the Effective Time by mutual agreement of MBLX and Mailblocks. Any such amendment or supplement must be in writing and approved by (i) the Board of Directors of Mailblocks and/or by Mailblocks officers authorized thereby and (ii) the Board of Directors of MBLX and/or by the MBLX officers authorized thereby.

2. The headings of the several Articles herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement of Merger.

3. This Agreement of Merger shall be governed by and construed in accordance with the laws of the State of Delaware and State of California applicable to the internal affairs of MBLX and Mailblocks respectively and, otherwise, in accordance with the laws of the State of Delaware.

4. This Agreement of Merger may be executed in one or more counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same instruments.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

MBLX LLC.

MAILBLOCKS, INC.

By Stephen M. Swad  
Stephen M. Swad, Director (manager)

By Stephen M. Swad  
Stephen M. Swad, President

By Randall J. Boe  
Randall J. Boe, Director (manager)

By Randall J. Boe  
Randall J. Boe, Secretary

[Signature Page to Agreement of Merger]



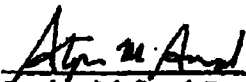
**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

Stephen M. Swad and Randall J. Boe certify that:

1. They are the duly elected and acting President and Secretary, respectively, of Mailblocks, Inc., a California corporation ("Company").
2. This certificate is attached to the Agreement of Merger dated as of ~~August~~ November 1, 2004, providing for the merger (the "Merger") of the Company with and into MBLX LLC, a Delaware limited liability company.
3. The Agreement of Merger in the form attached hereto was duly approved by the Board of Directors of Company.
4. The total number of issued and outstanding shares of the capital stock of Company was 1,000 shares of common stock.
5. The principal terms of the Agreement of Merger in the form attached were approved by the sole shareholder of the Company by a vote of 100% of the issued and outstanding shares of the common stock of the Company.

We 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 our own knowledge.

November  
Dated: August 1, 2004.

  
Stephen M. Swad, President

  
Randall J. Boe, Secretary

