

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/22/2009
CONVEYING PARTY DATA	
Name	Execution Date
B2BNETSEARCH, INC.	09/22/2009
RECEIVING PARTY DATA	
Name:	Vertical Search Works, Inc.
Street Address:	1808 ASTON AVENUE
Internal Address:	Suite 170
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7783668
CORRESPONDENCE DATA	
Fax Number:	6506871183
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	East Palo Alto, CALIFORNIA 94303
ATTORNEY DOCKET NUMBER:	357106-990000
NAME OF SUBMITTER:	Timothy W. Lohse
Total Attachments: 18	

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**AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER**

**BY AND AMONG**

**CONVERA CORPORATION,  
B2BNETSEARCH, INC.,  
CONVERA TECHNOLOGIES, LLC,**

**VERTICAL SEARCH WORKS, INC.,  
VSW1, INC.,  
VSW2, INC.**

**FIRSTLIGHT ONLINE LIMITED**

**AND**

**CERTAIN AFFILIATES**

**Dated as of September 22, 2009**

**AMENDMENT AND RESTATED AGREEMENT AND PLAN OF MERGER**

AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER, dated as of September 22, 2009 (this "Agreement"), by and among Convera Corporation, a Delaware corporation ("Convera"), B2BNetSearch, Inc., a Delaware corporation and a wholly-owned subsidiary of Convera ("B2B"), Convera Technologies, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Convera ("Technologies"), Vertical Search Works, Inc., a Delaware corporation ("VSW"), VSW1, Inc., a Delaware corporation and a wholly-owned subsidiary of VSW ("VSW1"), VSW2, Inc., a Delaware corporation and a wholly-owned subsidiary of VSW1 ("VSW2"), Firstlight Online Limited, a United Kingdom corporation and a wholly-owned subsidiary of VSW2 ("FL") and certain affiliates identified on the signature page hereto. VSW, VSW1, VSW2 and FL are collectively referred to as the "VSW Entities" and each, a "VSW Entity".

**RECITALS**

**WHEREAS**, Convera (and its subsidiaries other than Technologies) will contribute prior to the Closing (as defined in Section 1.8) its entire operating business other than Technologies to B2B by assignment of all of the operating assets (other than cash, certain Intellectual Property (as defined in Section 3.17(l)) unrelated to its business and security deposits in connection with real estate leases) and businesses of Convera (and its subsidiaries other than Technologies), plus an amount of cash as described in Section 2.2(a) hereof to Technologies, and B2B's assumption of all of the liabilities from Convera (and its subsidiaries other than Technologies) pursuant to a contribution agreement to be entered into between Convera and B2B prior to the Closing (the "Convera Contribution Agreement");

**WHEREAS**, the VSW Entities, the direct owners of VSW immediately prior to the Closing (the "Parent"), and entities being organized by the VSW Entities or the Parent will have restructured their business and operations to establish the organizational structure and capitalization of the VSW Entities as described in Sections 3.1 and 3.3 hereof (the "VSW Restructuring");

**WHEREAS**, the respective Boards of Directors of the parties to this Agreement have each determined that it is advisable and in the best interests of their respective stockholders that B2B and Technologies, on one hand, and VSW2, on the other hand, merge with each other pursuant to the terms and conditions of this Agreement, and, in furtherance of such merger, such Boards of Directors have approved the mergers of B2B and Technologies with and into VSW2 (the "Merger") in accordance with the terms of this Agreement and the applicable provisions of the General Corporation Law of the State of Delaware (the "DGCL");

**WHEREAS**, Convera's Board of Directors has approved a Plan of Dissolution and Liquidation (the "Plan of Dissolution"), pursuant to which Convera is seeking stockholders' consent with respect to the dissolution (the "Dissolution") of Convera; and

**WHEREAS**, the parties intend for the Merger to be treated for U.S. federal income tax purposes as a taxable transfer of assets by each of B2B and Convera to VSW2 in a transaction not qualifying under Section 368 of the Internal Revenue Code of 1986 (the "Code"), followed

by a liquidation of B2B into Convera, with Convera retaining the tax attributes of B2B, Technologies and the Convera affiliated group (including any net operating loss carryovers).

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties hereto agree as follows:

## ARTICLE I THE MERGER

1.1 **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2), each of B2B and Technologies shall merge with and into VSW2 in accordance with the DGCL, the separate corporate existence of each of B2B and Technologies shall cease, and VSW2 shall continue as the surviving corporation. VSW2, in its capacity as the corporation surviving the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 **Effective Time.** On the Closing Date (as defined in Section 1.8), the parties shall cause the Merger to be consummated by filing duly executed and delivered certificates of merger as required by the DGCL (the "Certificates of Merger") with the Secretary of State of the State of Delaware, in such form as required by, and executed in accordance with the relevant provisions of, the DGCL (the time of such filing being the "Effective Time").

1.3 **Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificates of Merger and Section 259 of the DGCL.

1.4 **Modification to Structure.** The parties agree that Convera shall have the right to elect to modify the structure of the Merger so as to merge an additional or alternate wholly-owned subsidiary of Convera into VSW2 (and to amend such provisions of this Agreement as appropriate in connection with such modification). In addition, the parties agree, in the event that a party reasonably determines that it is in the best interest of such party or of those benefiting directly or indirectly from ownership of any part of its equity capital, to modify the structuring of the transaction contemplated in this Agreement (and to amend such other provisions of this Agreement as appropriate in connection with such modification, including so as to maintain the same commercial arrangements regarding liability assumption and indemnification) for purposes of tax or financial efficiencies, taking into account all relevant factors, and to cooperate with each other on the implementation of the modification, so long as such modification is at least in aggregate not materially adverse to the other party from the perspective of tax, financial and liquidity of VSW Common Stock (defined below).

1.5 **Certificate of Incorporation of the Surviving Corporation.** At and after the Effective Time, the Certificate of Incorporation of VSW2, as in effect immediately prior to the Effective Time and with provisions to be mutually agreed upon by the parties, shall be the Certificate of Incorporation of the Surviving Corporation, until amended in accordance with the DGCL.

social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premiums, windfall profits, transfer and gains taxes, and (ii) interest, penalties, fines, additional taxes and additions to tax imposed with respect thereto; and "Tax Returns" shall mean returns, reports and information statements with respect to Taxes required to be filed with a taxing authority, domestic or foreign, including without limitation, consolidated, combined or unitary tax returns and any amendments to any of the foregoing.

(b) VSW and each of its Subsidiaries have filed with the appropriate taxing authorities all Tax Returns required to be filed by them. All Taxes due and owing by VSW and its Subsidiaries have been timely paid. There are no Tax Liens on any assets of VSW or any Subsidiary thereof other than liens relating to Taxes not yet due and payable. Neither VSW nor any of its Subsidiaries has granted any waiver of any statute of limitations with respect to, or any extension of a period for the assessment of, any Tax. The accruals and reserves for Taxes (exclusive of any accruals for "deferred taxes" or similar items that reflect timing differences between tax and financial accounting principles) reflected in the VSW Balance Sheet are adequate to cover all Taxes accruable through the date thereof (including interest and penalties, if any, thereon and Taxes being contested). All liabilities for Taxes attributable to the period commencing on the date following the date of the VSW Balance Sheet were incurred in the ordinary course of business and are consistent in type and amount with Taxes attributable to similar prior periods.

(c) VSW and each of its Subsidiaries have withheld with respect to its employees all Taxes required to be withheld by applicable law, and neither VSW nor any of its Subsidiaries has been delinquent in the payment of any Tax. Neither VSW nor any of its Subsidiaries has received any written notice of any Tax deficiency outstanding, proposed or assessed against VSW or any of its Subsidiaries. Neither VSW nor any of its Subsidiaries has received any written notice of any audit examination, deficiency, refund litigation, proposed adjustment or matter in controversy with respect to any Tax Return of VSW or any of its Subsidiaries. Neither VSW nor any of its Subsidiaries is a party to or bound by any tax indemnity, tax sharing or tax allocation agreements. Neither VSW nor any of its Subsidiaries is liable for the Taxes of any person (other than those of VSW and its Subsidiaries) by contract or otherwise.

(d) VSW has made available to Convera (i) complete and correct copies of all Tax Returns, examination reports and statements of deficiencies assessed against or agreed to by VSW or any of its Subsidiaries with respect to the prior five (5) taxable years, and (ii) written schedules of (A) the taxable years of VSW and each Subsidiary for which the statute of limitations with respect to income Taxes have not expired, (B) with respect to income Taxes of VSW and each Subsidiary, those years for which examinations have been completed, those years for which examinations are presently being conducted, those years for which examinations have not yet been initiated and those years for which required Tax Returns have not yet been filed, and (C) the foreign countries in which VSW or any of its Subsidiaries is subject to income tax.

### 3.17 Intellectual Property.

(a) Section 3.17(a) of the VSW Disclosure Schedule sets forth a true, complete and correct list of all U.S. and foreign (i) patents and pending patent applications, including any utility models and similar patents, owned by VSW or any of its Subsidiaries as of the date of this

Agreement (ii) trademark registrations (including internet domain registrations) and pending trademark applications owned by VSW or any of its Subsidiaries as of the date of this Agreement; and (iii) copyright registrations and pending copyright applications owned by VSW or any of its Subsidiaries as of the date of this Agreement (collectively the "Registered VSW Intellectual Property").

(b) Immediately before the Closing, VSW or one or more of its Subsidiaries will own, or will have a valid right to use, all of the Intellectual Property that is used in the business of VSW and its Subsidiaries as currently conducted (the "VSW Intellectual Property"). The VSW Intellectual Property is all the intellectual property that is used and useful in the business of VSW or any of its Subsidiaries, and all the VSW Intellectual Property is owned solely by VSW or one of its Subsidiaries and will be solely owned by VSW or one of its Subsidiaries at the Closing.

(c) The Registered VSW Intellectual Property is valid and subsisting (except with respect to applications), and has not expired or been cancelled, or abandoned.

(d) There is no pending or, to the knowledge of the VSW Entities, threatened (and at no time within the three (3) years prior to the date of this Agreement has there been pending any) material suit, arbitration or other adversarial proceeding before any court, government agency or arbitral tribunal or in any jurisdiction alleging that the activities or the conduct of VSW's or any of its Subsidiaries' business infringe or misappropriate any Intellectual Property owned by any third party ("Third Party Intellectual Property"), or challenging the ownership, validity, enforceability or registerability of any VSW Intellectual Property. Neither VSW nor any of its Subsidiaries is, as a result of any suits, actions or similar legal proceedings, a party to any settlements, covenants not to sue, consents, decrees, stipulations, judgments, or orders which (i) materially restrict VSW's or any of its Subsidiaries' rights to use any VSW Intellectual Property, (ii) materially restrict VSW or any of its Subsidiaries from conducting its business as currently conducted in order to avoid infringement of any Third Party Intellectual Property, or (iii) permit third parties to use any VSW Intellectual Property.

(e) The conduct of the business of VSW and its Subsidiaries as currently conducted does not infringe in any material respect upon any Third Party Intellectual Property. To the knowledge of VSW, no third party is misappropriating, infringing, diluting or violating any VSW Intellectual Property that is material to the conduct of the business of VSW and its Subsidiaries as currently conducted, and no intellectual property misappropriation, infringement dilution or violation suits, arbitrations or other adversarial proceedings have been brought before any court, government agency or arbitral tribunal against any third party by VSW or any of its Subsidiaries which remain unresolved.

(f) VSW and its Subsidiaries have taken reasonable measures to protect the proprietary nature of VSW Intellectual Property that is material to the business of VSW or any of its Subsidiaries as currently conducted. To the knowledge of VSW, there has been no disclosure to any third party by VSW or any of its Subsidiaries of material confidential information or trade secrets of VSW or any of its Subsidiaries related to any material proprietary product currently being marketed, sold, licensed or developed by VSW or any of its Subsidiaries (each such product, a "VSW Proprietary Product") other than disclosures made pursuant to nondisclosure or

confidentiality agreements entered into by VSW or any of its Subsidiaries in the ordinary course of business.

(g) All employees of VSW and its Subsidiaries who have made material contributions to the development of any VSW Proprietary Product (including without limitation all employees who have designed, written, tested or worked on any software code contained in any VSW Proprietary Product) have signed confidentiality, non-competition (unless prohibited by applicable law) and assignment of proprietary rights agreements substantially in one of the forms attached to Section 3.17(g) of the VSW Disclosure Schedule, or will make such assignment as of the Closing Date. All consultants and independent contractors who have made material contributions to the development of any VSW Proprietary Product (including without limitation all consultants and independent contractors who have designed, written, tested or worked on any software code contained in any VSW Proprietary Product) have assigned to VSW or one or more of its Subsidiaries (or a third party that previously conducted any business currently conducted by VSW or one or more of its Subsidiaries and that has assigned its rights in such VSW Proprietary Product to VSW or one or more of its Subsidiaries) all of their right, title and interest (other than moral rights, if any) in and to the portions of such VSW Proprietary Product developed by them in the course of their work for VSW or one or more of its Subsidiaries (or applicable third party) or will make such assignment as of the Closing Date. Assignments of the patents and patent applications listed in Section 3.17(a) of the VSW Disclosure Schedule to VSW or one or more of its Subsidiaries have been duly executed and filed with the United States Patent and Trademark Office or will be duly executed and filed with the United States Patent and Trademark Office as of the Closing Date.

(h) Neither VSW nor any of its Subsidiaries has granted or is obligated to grant access to any of its source code (including without limitation in any such case any conditional right to access or under which VSW or any of its Subsidiaries has established any escrow arrangement for the storage and conditional release of any of its source code).

(i) None of the VSW Proprietary Products contains any software code that is, in whole or in part, subject to the provisions of any license to software that is made generally available to the public without requiring the payment of any fees or royalties (including but not limited to the GNU General Public License (“GPL”), GNU Lesser General Public License (“LGPL”), Mozilla Public License (“MPL”, BSD licenses, and any other similar “free software” or “open source” licenses), including but not limited to any such license under which VSW or any of its Subsidiaries is obligated to make the source code for such VSW Proprietary Product generally available to the public free of charge.

(j) Except as set forth in Section 3.17(j) of the VSW Disclosure Schedule, neither VSW nor any of its Subsidiaries has any obligation to pay any third party any royalties or other fees in excess of \$25,000 in one payment or for any three-month period for the use of VSW Intellectual Property or otherwise and no obligation to pay such royalties or other fees will result from the consummation of the transactions contemplated by this Agreement.

(k) (i) Neither VSW nor any of its Subsidiaries is in violation of any license, sublicense or other agreement or instrument related to the VSW Intellectual Property to which VSW or any of its Subsidiaries is a party or is otherwise bound; (ii) the consummation by VSW



of the transactions contemplated hereby will not result in any loss or impairment of ownership by VSW or any of its Subsidiaries of, or the right of any of them to use (or result in any term extension or expansion of the rights granted to any third party in or to), any VSW Intellectual Property that is material to the business VSW or any of its Subsidiaries as currently conducted; (iii) the consummation by VSW of the transactions contemplated hereby will not require the consent of any third party or any Governmental Entity, with respect to any such Intellectual Property.

(l) For purposes of this Agreement, "Intellectual Property" shall mean trademarks, service marks, trade names, and internet domain names, together with all goodwill, registrations and applications related to the foregoing; patentable inventions, patents and industrial design registrations or applications (including any continuations, divisionals, continuations-in-part, renewals, reissues, re-examinations and applications for any of the foregoing); works of authorship protected by copyright; copyrights (including any registrations and applications for any of the foregoing); proprietary data and databases; mask works rights and trade secrets and other confidential information, know-how, proprietary processes, formulae, algorithms, models, and methodologies.

**3.18 Insurance.** All fire and casualty, general liability, business interruption, product liability, sprinkler and water damage insurance policies and other forms of insurance maintained by VSW or any of its Subsidiaries, provide adequate coverage for all normal risks incident to the business of VSW and its Subsidiaries and their respective properties and assets and are in character and amount and with such deductibles and retained amounts as are generally carried by persons engaged in similar businesses and subject to the same or similar perils or hazards. Each such policy is in full force and effect and all premiums due thereon have been paid in full. None of such policies shall terminate or lapse (or be affected in any other materially adverse manner) by reason of the consummation of the transactions contemplated by this Agreement.

**3.19 Restrictions on Business.** Except for this Agreement, there is no agreement, judgment, injunction, order or decree binding upon VSW or any of its Subsidiaries which has or could reasonably be expected to have the effect of prohibiting or impairing any business practice of VSW or any of its Subsidiaries, acquisition of property by VSW or any of its Subsidiaries or the conduct of business by VSW or any of its Subsidiaries as currently conducted or as proposed to be conducted by VSW or any of its Subsidiaries.

**3.20 SEC Reports.** The information supplied or to be supplied by VSW or any of its Subsidiaries for inclusion in the SEC Reports (as defined in Section 4.9(a)) and the information supplied or to be supplied by VSW or any of its Subsidiaries for inclusion or incorporation by reference in the information statement which shall constitute the information statement (such information statement, and any amendments or supplements thereto, the "Information Statement") to be sent to the stockholders of Convera shall not at the time the SEC Reports are filed with the SEC or the Information Statement is sent to the stockholders contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. If at any time prior to the filing or mailing of the Information Statement, any event relating to VSW, any of VSW's Subsidiaries or any of its respective affiliates, officers or directors should be discovered VSW which should be set forth in an

(c) Convera has made available to FL (i) complete and correct copies of all Tax Returns, examination reports and statements of deficiencies assessed against or agreed to by Convera or any of its Subsidiaries with respect to the prior five (5) taxable years, and (ii) written schedules of (A) the taxable years of Convera and each Subsidiary for which the statute of limitations with respect to income Taxes have not expired, (B) with respect to income Taxes of Convera and each Subsidiary, those years for which examinations have been completed, those years for which examinations are presently being conducted, those years for which examinations have not yet been initiated and those years for which required Tax Returns have not yet been filed, and (C) the foreign countries in which Convera or its Subsidiaries is subject to income tax.

#### 4.17 Intellectual Property.

(a) Section 4.17(a) of the Convera Disclosure Schedule sets forth a true, complete and correct list of all U.S. and foreign (i) patents and pending patent applications, including any utility models and similar patents, owned by Convera or any of its Subsidiaries as of the date of this Agreement (ii) trademark registrations (including internet domain registrations) and pending trademark applications owned by Convera or any of its Subsidiaries as of the date of this Agreement; and (iii) copyright registrations and pending copyright applications owned by Convera or any of its Subsidiaries as of the date of this Agreement (collectively the “Registered Convera Intellectual Property”).

(b) Immediately before the Closing, B2B and Technologies or one or more of its Subsidiaries owns, or has a valid right to use, all of the Intellectual Property that is used in the business of Convera and its Subsidiaries as currently conducted (the “Convera Intellectual Property”). The Convera Intellectual Property is all the intellectual property used in the business of Convera or any of its Subsidiaries, and all of the Convera Intellectual Property is owned solely by Convera or one of its Subsidiaries and, except as otherwise specified on Section 4.17(b) of the Convera Disclosure Schedule, will be solely owned by B2B, Technologies or one of their respective Subsidiaries at the Closing.

(c) The Registered Convera Intellectual Property is valid and subsisting (except with respect to applications), and has not expired or been cancelled, or abandoned.

(d) Except as disclosed in the SEC Reports, there is no pending or, to the knowledge of Convera, B2B and Technologies, threatened (and at no time within the three years prior to the date of this Agreement has there been pending any) material suit, arbitration or other adversarial proceeding before any court, government agency or arbitral tribunal or in any jurisdiction alleging that the activities or the conduct of Convera’s or any of their Subsidiaries’ business infringe or misappropriate any Intellectual Property owned by any third party (“Third Party Intellectual Property”), or challenging the ownership, validity, enforceability or registerability of any Convera Intellectual Property. Neither Convera nor any of its Subsidiaries is, as a result of any suits, actions or similar legal proceedings, a party to any settlements, covenants not to sue, consents, decrees, stipulations, judgments, or orders which (i) materially restrict Convera’s or any of its Subsidiaries’ rights to use any Convera Intellectual Property, (ii) materially restrict Convera or any of its Subsidiaries from conducting its business as currently conducted in order to avoid infringement of any Third Party Intellectual Property, or (iii) permit third parties to use any Convera Intellectual Property.

(e) The conduct of the business of Convera and any of their Subsidiaries as currently conducted does not infringe in any material respect upon any Third Party Intellectual Property. To the knowledge of Convera, B2B and Technologies, no third party is misappropriating, infringing, diluting or violating any Convera Intellectual Property that is material to the conduct of the business of Convera and its Subsidiaries as currently conducted, and no intellectual property misappropriation, infringement dilution or violation suits, arbitrations or other adversarial proceedings have been brought before any court, government agency or arbitral tribunal against any third party by Convera or any of its Subsidiaries which remain unresolved.

(f) Convera and its Subsidiaries have taken reasonable measures to protect the proprietary nature of Convera Intellectual Property that is material to the business of Convera or any of its Subsidiaries as currently conducted. To the knowledge of Convera, B2B and Technologies, there has been no disclosure to any third party by Convera or any of its Subsidiaries of material confidential information or trade secrets of Convera, B2B, Technologies or any of its Subsidiaries related to any material proprietary product currently being marketed, sold, licensed or developed by Convera or any of its Subsidiaries (each such product, a "Convera Proprietary Product") other than disclosures made pursuant to nondisclosure or confidentiality agreements entered into by Convera or any of its Subsidiaries in the ordinary course of business.

(g) All employees of Convera and its Subsidiaries who have made material contributions to the development of any Convera Proprietary Product (including without limitation all employees who have designed, written, tested or worked on any software code contained in any Convera Proprietary Product) have signed confidentiality, non-competition (unless prohibited by applicable law) and assignment of proprietary rights agreements substantially in one of the forms attached to Section 4.17(g) of the Convera Disclosure Schedule, or will make such assignment prior to Closing. All consultants and independent contractors who have made material contributions to the development of any Convera Proprietary Product (including without limitation all consultants and independent contractors who have designed, written, tested or worked on any software code contained in any Convera Proprietary Product) have assigned to Convera or one or more of its Subsidiaries (or a third party that previously conducted any business currently conducted by Convera or one or more of its Subsidiaries and that has assigned its rights in such Convera Proprietary Product to Convera or one or more of its Subsidiaries) all of their right, title and interest (other than moral rights, if any) in and to the portions of such Convera Proprietary Product developed by them in the course of their work for Convera or one or more of its Subsidiaries (or applicable third party) or will make such assignment prior to Closing. Assignments of the patents and patent applications listed in Section 4.17(a) of the Convera Disclosure Schedule to Convera or one or more of its Subsidiaries have been duly executed and filed with the United States Patent and Trademark Office or will be duly executed and filed with the United States Patent and Trademark Office prior to the Closing Date.

(h) Neither Convera nor any of its Subsidiaries has granted or is obligated to grant access to any of its source code (including without limitation in any such case any conditional right to access or under which Convera or any of its Subsidiaries has established any escrow arrangement for the storage and conditional release of any of its source code).

(i) None of the Convera Proprietary Products contains any software code that is, in whole or in part, subject to the provisions of any license to software that is made generally available to the public without requiring the payment of any fees or royalties (including but not limited to the GPL, LGPL, MPL, BSD licenses, and any other similar “free software” or “open source” licenses), including but not limited to any such license under which Convera or any of its Subsidiaries is obligated to make the source code for such Convera Proprietary Product generally available to the public free of charge.

(j) Except as disclosed in the SEC Reports, neither Convera nor any of its Subsidiaries have any obligation to pay any third party any royalties or other fees in the excess of \$25,000 in one payment or for any three-month period for the use of Convera Intellectual Property or otherwise and no obligation to pay such royalties or other fees will result from the consummation of the transactions contemplated by this Agreement.

(k) (i) Neither Convera nor any of its Subsidiaries is in violation of any license, sublicense or other agreement or instrument related to Convera Intellectual Property to which Convera, Convera or any of their Subsidiaries is a party or is otherwise bound; (ii) the consummation by Convera, B2B and Technologies of the transactions contemplated hereby will not result in any loss or impairment of ownership by Convera or any of its Subsidiaries of, or the right of any of them to use (or result in any term extension or expansion of the rights granted to any third party in or to), any Convera Intellectual Property that is material to the business of Convera and its Subsidiaries as currently conducted; (iii) the consummation by Convera, B2B and Technologies of the transactions contemplated hereby will not require the consent of any third party or any Governmental Entity, with respect to any such Intellectual Property.

**4.18 Insurance.** All fire and casualty, general liability, business interruption, product liability, sprinkler and water damage insurance policies and other forms of insurance maintained by Convera or any of its Subsidiaries, provide adequate coverage for all normal risks incident to the business of Convera and its Subsidiaries and their respective properties and assets and are in character and amount and with such deductibles and retained amounts as are generally carried by persons engaged in similar businesses and subject to the same or similar perils or hazards. Each such policy is in full force and effect and all premiums due thereon have been paid in full. None of such policies shall terminate or lapse (or be affected in any other materially adverse manner) by reason of the consummation of the transactions contemplated by this Agreement.

**4.19 Restrictions on Business.** Except for this Agreement, there is no agreement, judgment, injunction, order or decree binding upon Convera or any of its Subsidiaries which has or could reasonably be expected to have the effect of prohibiting or impairing any business practice of Convera or any of its Subsidiaries, acquisition of property by Convera or any of its Subsidiaries or the conduct of business by Convera or any of its Subsidiaries as currently conducted or as proposed to be conducted by Convera.

**4.20 Interested Party Transactions.** Except as disclosed the SEC Reports, no event has occurred in the three-year period prior to the date of this Agreement that would be required to be reported as a Certain Relationship or Related Transaction pursuant to Statement of Financial Accounting Standards No. 57.

**EXECUTION VERSION**

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

**CONVERA CORPORATION**

/s/ Patrick Condo

Name: Patrick Condo

Position: Chief Executive Officer

**B2BNETSEARCH, INC.**

/s/ Patrick Condo

Name: Patrick Condo

Position: Chief Executive Officer

**CONVERA TECHNOLOGIES, LLC**

/s/ Patrick Condo

Name: Patrick Condo

Position: Chief Executive Officer

[Signature Page 1 to Amended and Restated Merger Agreement]

**VERTICAL SEARCH WORKS, INC.**

/s/ Nicholas Kittoe

Name: Nicholas Kittoe

Position: Chief Executive Officer

**VSW1, INC.**

/s/ Nicholas Kittoe

Name: Nicholas Kittoe

Position: Chief Executive Officer

**VSW2, INC.**

/s/ Nicholas Kittoe

Name: Nicholas Kittoe

Position: Chief Executive Officer

**FIRSTLIGHT ONLINE LIMITED**

/s/ Colin Jeavons

Name: Colin Jeavons

Position: Chief Executive Officer

**Colin Jeavons, in his individual capacity**

With Respect to Sections 2.1(c), 8.3(a) and  
9.2(d) Only

/s/ Colin Jeavons

**Keith Young, in his individual capacity**

With Respect to Sections 2.1(c), 8.3(a) and  
9.2(d) Only

/s/ Keith Young

[Signature Page 2 to Amended and Restated Merger Agreement]

**Section 3.17(a)****List of Intellectual Property****Patent Pending Applications**

US 11/789,474 by Colin Jeavons to be assigned to FL or one of its subsidiaries prior to Closing

Domain Names	Registered Owner
Firstlightera.com	Firstlight Online Limited
Firstlightera.net	Mark McDonald to be assigned to FL if requested by Convera
Firstlightera.biz	Mark McDonald to be assigned to FL if requested by Convera
Firstlightsearch.com	Firstlight
Firstlightseo.com	Firstlight
B2bnetsearch.com	Firstlight
B2bnetseo.com	Firstlight
B2bnetseo.net	Firstlight
B2bnetseo.org	Firstlight
B2cnetsearch.com	Firstlight
B2bnetsearch.net	Firstlight
B2bnetsearch.org	Firstlight
B2cnetseo.com	Firstlight
B2cnetseo.net	Firstlight
B2cnetseo.org	Firstlight

## EXECUTION VERSION

Section 4.17(a)

## (i) Patents

Jurisdiction	Patent or Application Number	Date	Owner	Description
EP	1934701	20080625	Convera	Search system and method.
US	20070050393 (Application No.) 212523 (Serial No.). Notice of allowance is issued on 8/24/09.	20070301	Convera Corporation	
US	20080133585 (Application No.) 015162 (Serial No.)	20080605	Convera Corp	
WO	2007025130	20070301	Convera	
WO	2007025130	20090416	Convera	
US	6529603	20030304	Convera Corporation	Method and apparatus to reduce the risk of observation of a secret value used by an instruction sequence.*
WO	2002010907	20020207	Convera Corp	Method of revoking software components in a loosely coupled content protection system. *
WO	2002001799	20020103	Convera Corp	Method and apparatus for securely managing membership in group communications. *
AU	200176832	20020103	Convera Corp	
AU	199934491 (lapsed)	19990915	Convera Corporation	Method and apparatus for hiding cryptographic keys utilizing autocorrelation timing encoding and computation.*
US	6041122	20000321	Convera Corporation	
WO	1999044331	19990902	Convera Corporation	
WO	1999031841	19990624	Convera Corporation	Method for strongly authenticating another process in a different address.*
AU	199920856 (lapsed)	19990705	Convera Corporation	



## EXECUTION VERSION

Jurisdiction	Patent or Application Number	Date	Owner	Description
EP	1042882	20001011	Convera Corporation	
JP	2002509388	20020326	Convera Corporation	
TW	431105 (lapsed)	20010421	Convera Corporation	
US	5974550	19991026	Convera Corporation	
AU	199918201	19990705	Convera Corporation	Conditional use private key distribution. *
US	5991399	19991123	Convera Corporation	
WO	1999031842	19990624	Convera Corporation	
AU	200216651	20020521	Convera Corp	Method and apparatus for providing medial highlights. *
WO	2002039742	20020516	Convera Corp	
US	6243713	19981109	Excalibur Technologies Corporation	Multimedia document retrieval by application of multimedia queries to a unified index of multimedia data for a plurality of multimedia data types.

\*These are patents that will not be assigned to the B2B or the Surviving Corporation.

## (ii) Trademarks\*

Mark	Jurisdiction	Registration No. Serial No. or Application No.	Registration Date or Filing Date	Owner or Applicant
GOVMINE	U.S.	Application No.: 78907145	Filing Date: June 13, 2006	Convera Corporation
EXCALIBUR	U.S.	Application No. 78620190	Filing Date: April 29, 2005 (Abandoned)	Convera Corporation
<b>CONVERA</b> CONVERA (stylized)	U.S.	Registration No.: 2756860	Registration Date: August 26, 2003	Convera Corporation
<b>CONVERA</b> CONVERA (stylized)	U.S.	Registration No.: 2823731	Registration Date: March 16, 2004	Convera Corporation
CONVERA	U.S.	Registration No.: 2756858	Registration Date: August 26, 2003	Convera Corporation

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "VERTICAL SEARCH WORKS, INC.", FILED IN THIS OFFICE ON THE NINTH DAY OF FEBRUARY, A.D. 2010, AT 9:17 O'CLOCK A.M.

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

4719993 8100

100121479

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



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7804024

DATE: 02-09-10

PATENT  
REEL: 029343 FRAME: 0819

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 09:17 AM 02/09/2010  
FILED 09:17 AM 02/09/2010  
SRV 100121479 - 4719993 FILE

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
VERTICAL SEARCH WORKS, INC.**

The undersigned, an authorized officer of Vertical Search Works, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

A. The name of the Corporation is Vertical Search Works, Inc. The original certificate of incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on August 13, 2009.

B. This amendment and restatement of the certificate of incorporation has been duly adopted by both the board of directors and the sole stockholder of the Corporation in accordance with the provisions of Sections 141, 228, 242 and 245 of the General Corporation Law of the State of Delaware.

C. Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Amended and Restated Certificate of Incorporation restates and integrates and further amends the provisions of the certificate of incorporation of the Corporation.

D. The text of the Amended and Restated Certificate of Incorporation reads in its entirety as follows:

FIRST. The name of the Corporation is Vertical Search Works, Inc.

SECOND. The address of the Corporation's registered office is located at 1105 North Market Street, Suite 1300, New Castle County, Wilmington, Delaware 19801, and its registered agent at such address is Wilmington Trust SP Services, Inc.

THIRD. The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

FOURTH. The total number of shares of stock which the Corporation shall have authority to issue is three hundred thousand (300,000) shares of common stock of the par value of one cent (\$0.01) per share.

FIFTH. The Corporation is to have perpetual existence.

SIXTH. The Board of Directors is expressly authorized and empowered to make, alter, or repeal the By-Laws of the Corporation from time to time except as such authority and power expressly is limited in said By-Laws.


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SEVENTH. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The number of directors shall be as determined pursuant to the By-Laws. The election of directors need not be by written ballot, unless otherwise required under the By-Laws.

EIGHTH. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the 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 the Delaware General Corporation Law, or, (iv) for any transaction from which the director derived an improper personal benefit. If after adoption of this Certificate of Incorporation, the Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware law, as so amended. Any repeal or modification of this paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH. The Corporation reserves the right to adopt, amend, alter or repeal any provisions contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the statute, and all rights herein conferred on stockholders are expressly subject to this reservation.

IN WITNESS WHEREOF, the undersigned has signed this Amended and Restated Certificate of Incorporation, and acknowledges, under penalties of perjury, that the facts stated therein are true, on this 8th day of February, 2010.

  
Nicholas Kittoe  
President, Secretary, and Treasurer  
Vertical Search Works, Inc.

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