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OPR/FINANCE

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID# _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
_____ 02112000
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Palm Computing, Inc.

02112000

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of conveying parties attached

Name Palm, Inc.

DBA/AKA/TA _____

Composed of a corporation organized in Delaware

Address (line 1) 5470 Great America Parkway

Address (line 2) _____

Address (line 3) Santa Clara CA 95052
City State/County Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other _____
 - Citizenship/State of Incorporation/Organization Delaware
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/12/2000 DNGUYEN 00000227 194215 75619359

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002071 FRAME: 0506

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 415-777-3999

Name Heidi E. Klein, Esq.

Address (line 1) Steinhart & Falconer LLP

Address (line 2) Suite 3200

Address (line 3) 333 Market Street

Address (line 4) San Francisco, California 94105-2150

Pages Enter the total number of pages of the attached conveyance document including any attachment. # 9

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)		Registration Number(s)	
<u>75619359</u>	<u>75591741</u>	<u>75461063</u>	<u>2310571</u>
<u>75603925</u>	<u>75508839</u>	<u>75461064</u>	<u>1904245</u>
<u>75529015</u>	<u>75430751</u>	<u>75420009</u>	<u>2295060</u>
			<u>2320482</u>
			<u>2231894</u>
			<u>2231902</u>
			<u>2125382</u>
			<u>1915813</u>
			<u>2265234</u>

Number of Properties Enter the total number of properties involved. # 41

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 1,040.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) # 19-4215

Deposit Account Number: _____

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Heidi E. Klein _____ April 25, 2000 _____
 Name of Person Signing Signature Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02112000

Name Palm Computing, Inc.

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of conveying parties attached

Name Palm, Inc.

DBA/AKA/TA _____

Composed of a corporation organized in Delaware

Address (line 1) 5470 Great America Parkway

Address (line 2) _____

Address (line 3) Santa Clara CA 95052
City State/County Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<u>75436050</u>	<u>75530033</u>	<u>75205044</u>	<u>1965938</u>	_____	_____
<u>75529905</u>	<u>75530034</u>	<u>75739185</u>	<u>1909820</u>	_____	_____
<u>75530037</u>	<u>75619478</u>	<u>75604042</u>	<u>1772255</u>	_____	_____
<u>75529903</u>	<u>75754674</u>	<u>75400726</u>	<u>1887791</u>	_____	_____
<u>75529906</u>	<u>75708828</u>	<u>75606132</u>	_____	_____	_____
<u>75529829</u>	<u>75810033</u>	_____	_____	_____	_____
<u>75529904</u>	<u>75622375</u>	_____	_____	_____	_____

State of Delaware
Office of the Secretary of State

PAGE 1

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:

"PALM COMPUTING, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "PALM, INC." UNDER THE NAME OF "PALM, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE ELEVENTH DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3146254 8100M

001173903

AUTHENTICATION: 0389914

DATE: 04-19-00

TRADEMARK
REEL: 002071 FRAME: 0509

**AGREEMENT AND PLAN OF MERGER OF
PALM, INC., A DELAWARE CORPORATION,
AND PALM COMPUTING, INC., A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of February 11, 2000 (the "Agreement") is between Palm, Inc., a Delaware corporation ("Palm Delaware"), and Palm Computing, Inc., a California corporation ("Palm Computing California"). Palm Delaware and Palm Computing California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Palm Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 2,125,000,000 shares, consisting of 2,000,000,000 shares of Common Stock and 125,000,000 shares of Preferred Stock. As of February 11, 2000, 1,000 shares of Common Stock of Palm Delaware were issued and outstanding, all of which are held by 3Com Corporation.

B. Palm Computing California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 1,000 shares, consisting of 1,000 shares of Common Stock. As of February 11, 2000, 1,000 shares of Common Stock were issued and outstanding.

C. The Board of Directors of Palm Computing California has determined that, for the purpose of effecting the reincorporation of Palm Computing California in the State of Delaware, it is advisable and in the best interests of Palm Computing California and its shareholders that Palm Computing California merge with and into Palm Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors and stockholders or shareholders of Palm Delaware and Palm Computing California have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Palm Delaware and Palm Computing California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I.

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Palm Computing California shall be merged with and into Palm Delaware (the "Merger"), the separate existence of Palm Computing California shall cease, Palm Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Palm, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective upon the filing of the Agreement in Delaware.

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Palm Computing California shall cease, and Palm Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Palm Computing California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Palm Computing California in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Palm Computing California in the same manner as if Palm Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

II.

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of Palm Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of Palm Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Palm Computing California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III.

MANNER OF CONVERSION OF STOCK

3.1 Palm Computing California Common Stock. Upon the Effective Date of the Merger, each share of Palm Computing California Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for five hundred and thirty-two thousand (532,000) fully paid and nonassessable shares of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 Palm Computing California Options, Stock Purchase Rights and Convertible Securities. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the stock option plans (including without limitation the 1999 Stock Plan, 1999 Employee Stock Purchase Plan, and 1999 Director Option Plan) and all other employee benefit plans of Palm Computing California. There are no outstanding and unexercised options, warrants or other rights to purchase Palm Computing California Common Stock as of February 11, 2000. Each outstanding and unexercised option, warrant or other right to

purchase Palm Computing California Common Stock would become an option, warrant or right to purchase the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for every one share of Palm Computing California Common Stock issuable pursuant to any such option, warrant or stock purchase right, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Palm Computing California option, warrant or stock purchase right at the Effective Date of the Merger.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, warrants or stock purchase rights equal to the number of shares of Palm Computing California Common Stock so reserved immediately prior to the Effective Date of the Merger.

3.3 Palm Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of Palm Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Palm Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Palm Computing California capital stock may, at such stockholder's option, surrender the same for cancellation to the exchange agent designated by the Surviving Corporation (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Palm Computing California capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of Palm Computing California capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Palm Computing California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Palm Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Palm Delaware that such tax has been paid or is not payable.

IV.

GENERAL

4.1 Covenants of Palm Delaware. Palm Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law;

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by Palm Delaware of all of the franchise tax liabilities of Palm Computing California; and

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 Further Assurances. From time to time, as and when required by Palm Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Palm Computing California such deeds and other instruments, and there shall be taken or caused to be taken by Palm Delaware and Palm Computing California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by Palm Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Palm Computing California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Palm Delaware are fully authorized in the name and on behalf of Palm Computing California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Palm Computing California or Palm Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of Palm Computing California or by the sole stockholder of Palm Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 5400 Bayfront Plaza, Santa Clara, CA 95052-8145 and copies

thereof will be furnished to any shareholder or stockholder of either Constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(a) FIRPTA Notification. On the Effective Date of the Merger, Palm Computing California shall deliver to Palm Delaware, a properly executed statement (the "Statement") conforming to the requirements of Treasury Regulation Sections 1.897-2(h)(1)(i) and 1.1445-2(c)(3). Palm Delaware shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of Palm Computing California immediately prior to the Merger.


(b) Palm Computing California shall deliver to the Internal Revenue service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2 (h)(2).

4.9 Reorganization for Tax Purposes. This Agreement is intended to constitute a plan of reorganization adopted by the parties hereto within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder. The Merger is intended to constitute a reorganization within the meaning of Code Section 368(a)(1)(F).


* * *

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Palm Delaware and Palm Computing California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.


Palm, Inc.
a Delaware corporation

By: 
Carl J. Yankowski, Chief Executive Officer


ATTEST:


Stephen Yu, Secretary

Palm Computing, Inc.
a California corporation

By: 
Carl J. Yankowski, Chief Executive Officer

ATTEST:


Stephen Yu, Secretary

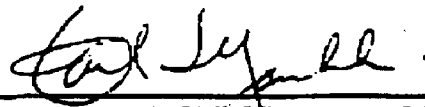
Palm, Inc.
(a Delaware corporation)

OFFICERS' CERTIFICATE

Carl J. Yankowski and Stephen Yu certify that:

1. They are the Chief Executive Officer and the Secretary, respectively, of Palm, Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has authorized capital of 1,000 shares, consisting of 1,000 shares of Common Stock.
3. The principal terms of the Agreement of Merger in the form attached to this Certificate (the "Merger Agreement") providing for the merger (the "Merger") of Palm Computing, Inc., with and into Palm, Inc., a Delaware corporation, was duly approved by the Board of Directors and by the sole shareholder of Palm, Inc.
4. There were 1,000 shares of Common Stock, issued and outstanding, all of which were entitled to vote upon the merger. A vote of more than 50% of the outstanding shares of Palm, Inc. Common Stock was required to approve the merger.
5. The principal terms of the Merger Agreement were approved by consent of Palm, Inc.'s sole shareholder, holding 100% of Palm, Inc.'s issued and outstanding shares, which vote exceeded the vote required. No vote of the stockholders of 3Com Corporation, a Delaware corporation, and the sole stockholder of Palm, Inc., was required to approve the Merger Agreement or the Merger.
6. We further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Santa Clara, California on February 11, 1999.



Carl J. Yankowski, Chief Executive Officer



Stephen Yu, Secretary

OFFICERS' CERTIFICATE

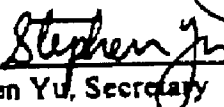
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2. The corporation has authorized capital of 2,125,000,000 shares, consisting of 2,000,000,000 shares of Common Stock and 125,000,000 shares of Preferred Stock.
3. The principal terms of the Agreement of Merger in the form attached to this Certificate (the "Merger Agreement") providing for the merger (the "Merger") of Palm Computing, Inc., a California corporation, with and into Palm, Inc. was duly approved by the Board of Directors and by the sole shareholder of Palm Computing, Inc.
4. There were 1,000 shares of Common Stock issued and outstanding, all of which were entitled to vote on the Merger. There were no shares of Preferred Stock outstanding. A vote of more than 50% of the outstanding shares of Palm Computing, Inc. Common Stock was required to approve the Merger.
5. The principal terms of the Merger Agreement were approved by the Board of Directors and by the consent of 100% Palm Computing, Inc.'s sole shareholder, holding 100% of Palm Computing, Inc.'s issued and outstanding shares, which vote exceeded the voting required. No vote of the stockholders of 3Com Corporation, a Delaware corporation and the sole shareholder of Palm Computing, Inc. was required to approve the Merger Agreement or the Merger.
6. We further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Santa Clara, California on February 11, 1999.



Carl J. Yankowski, Chief Executive Officer



Stephen Yu, Secretary

CERTIFICATE OF EXPRESS MAIL MAILING

I, M. Elena Benavente, do hereby certify that the enclosed certified copy of the Agreement and Plan of Merger of Palm, Inc., a Delaware Corporation, and Palm Computing, Inc., a California Corporation and PTO Recordation Form Cover Sheet are being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to the Commissioner For Patents Trademarks, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. 20231 on this date of April 25, 2000.

By *M. Elena Benavente*

(Name) M. Elena Benavente

Express Mail Label No. EJ030503165US

Date of Deposit April 25, 2000