

09-22-2000



101465903  
RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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

**Submission Type**

- New 8-18-00
- 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
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached Execution Date  
Month Day Year

Name

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

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

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.)

09/20/2000 DNGUYEN 00000111 75163070

01 FC:481  
02 FC:482

40.00 OP  
200.00 OP

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. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), 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

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**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)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

Joi A. White, Esq.

Name of Person Signing

Signature

August 15, 2000

Date Signed

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:

"EXCITE, INC.", A DELAWARE CORPORATION,

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

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

2492958 8100M

001281974



*Edward J. Freel*

Edward J. Freel, Secretary of State

0537117

AUTHENTICATION:

07-03-00

DATE:

TRADEMARK  
REEL: 002143 FRAME: 0790

**CERTIFICATE OF OWNERSHIP AND MERGER  
FOR THE MERGER OF  
EXCITE, INC.  
WITH AND INTO  
AT HOME CORPORATION**

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**Pursuant to Section 253 of the  
Delaware General Corporation Law**

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At Home Corporation ("*At Home*"), a Delaware corporation, does hereby certify to the following facts relating to the merger (the "*Merger*") of Excite, Inc., a Delaware corporation ("*Excite*"), with and into At Home, with At Home to be the surviving corporation of the Merger:

- FIRST** That the Corporation was incorporated pursuant to the provisions of the Delaware General Corporation Law (the "*DGCL*").
- SECOND.** That the Corporation owns all of the issued and outstanding shares of the capital stock of Excite.
- THIRD.** That the Corporation, by the following resolutions of its Board of Directors duly adopted on June 22, 2000, determined to merge Excite with and into itself in a statutory merger pursuant to Section 253 of the DGCL, on the conditions set forth in such resolutions:

**WHEREAS**, the Corporation owns all of the issued and outstanding capital stock of Excite, Inc. a Delaware corporation ("*Excite*"), and desires to merge Excite with and into the Corporation in a statutory merger pursuant to the provisions of Section 253 of the Delaware General Corporate Law (the "*DGCL*");

**NOW, THEREFORE, IT IS RESOLVED**, that the Corporation shall merge Excite, its wholly-owned subsidiary, with and into itself in a statutory merger pursuant to Section 253 of the DGCL, with the Corporation continuing as the surviving corporation of such merger and acquiring thereby all the assets and properties of Excite and assuming all of the liabilities and obligations of Excite.

**RESOLVED FURTHER**, that the Plan of Merger, substantially in the form attached hereto as Exhibit A (the "*Plan of Merger*") is hereby approved and is deemed advisable;

**RESOLVED FURTHER**, that the officers of the Corporation are hereby authorized on behalf of the Corporation to execute and deliver the Plan of Merger and any related agreements or documents, and to take such further actions and execute such further documents as may be necessary or desirable to effect the merger and to carry out the Corporation's obligations under the Plan of Merger;

**RESOLVED FURTHER**, that Mark Stevens, in his capacity as an officer of the Corporation, is hereby authorized on behalf of the Corporation to execute and deliver an Action by Written Consent of the Sole Stockholder of Excite, removing all directors of Excite and appointing himself as the sole director of Excite, for the purposes of carrying out the merger; and

**RESOLVED FURTHER**, that the officers of the Corporation are hereby authorized, on behalf of the Corporation, to cause the Corporation to execute, deliver and file with the appropriate government agencies on behalf of the Corporation, a Certificate of Merger in the proper form, and to execute, deliver and file such additional documents or perform such acts as are determined to be necessary or appropriate to carry out the merger.

**FOURTH** This Certificate of Ownership and Merger and the Merger to be effected hereby shall become effective on June 30, 2000 at 11:59 p.m. Eastern Time.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by its duly authorized officer on this 29<sup>th</sup> day of June, 2000.

**AT HOME CORPORATION,**  
a Delaware corporation

By: /s/ Mark Stevens  
Mark Stevens  
*Acting General Counsel and Secretary*

**PLAN OF MERGER  
MERCING  
EXCITE, INC.  
WITH AND INTO  
AT HOME CORPORATION**

THIS PLAN OF MERGER (this "*Agreement*"), is entered into as of the 29<sup>th</sup> day of June, 2000, by and between Excite, Inc., a Delaware corporation ("*Excite*"), and At Home Corporation, a Delaware corporation ("*At Home*" or the "*Surviving Corporation*").

**RECITALS**

1. Each of At Home and Excite, in consideration of the mutual agreements of each corporation as set forth herein, does deem it advisable and in its best interests and in the best interests of its stockholders, that Excite merge itself with and into At Home, with At Home to continue as the Surviving Corporation.
2. Excite has an authorized capital of 1,000 shares of Common Stock, with a par value of \$0.001 per share, of which stock 1,000 shares are now issued and outstanding.
3. At Home is the sole stockholder of all 1,000 shares of Excite's aforementioned capital stock.
4. At Home, at the Effective Time of the Merger (as such terms are defined below), shall be duly qualified as a foreign corporation to conduct business in the states of Illinois, Michigan, New York, Texas and Washington, and At Home's registered office in the state of Delaware at such Effective Time shall be RL&F Service Corp., venued in New Castle County.

**NOW, THEREFORE**, the corporations, parties to this Agreement, by and between their respective boards of directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained and intending to be legally bound hereby, have agreed that Excite merge itself with and into At Home pursuant to Section 253 of the Delaware General Corporation Law ("*DGCL*"), and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

1. The Merger. On June 30, 2000 at 11:59 p.m. Eastern Time (the "*Effective Time*"), Excite shall merge itself into At Home (the "*Merger*"). At Home shall be the Surviving Corporation, and shall be governed by the laws of the State of Delaware

2. Retirement of Excite Common Stock. Each share of Common Stock of Excite that is issued and outstanding at the Effective Time will by virtue of the Merger and at the Effective Time and without the need for any further action on the part of the holder thereof, be automatically retired and cancelled.

3. Assumption of Excite Assets and Liabilities. By virtue of the Merger and at the Effective Time, At Home, as the Surviving Corporation, shall acquire all the assets and properties of Excite, and shall assume all of the liabilities and obligations of Excite.

4. Other Effects of the Merger.

(a) The Certificate of Incorporation of At Home, together with any amendments thereto, as in effect at the Effective Time shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

(b) The Bylaws of At Home as in effect at the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation.

(c) The members of the board of directors of At Home as of the Effective Time shall continue as the members of the board of directors of the Surviving Corporation.

(d) The officers of At Home as of the Effective Time shall continue as the officers of the Surviving Corporation.

5. Miscellaneous.

(a) Expenses. Until the Effective Time of the Merger, each of Excite and At Home shall pay their respective expenses incurred by them in carrying this Agreement into effect and of accomplishing the Merger. Upon the Effective Time of the Merger, the Surviving Corporation shall pay all expenses incurred by At Home and Excite in respect of this Agreement which are then due and payable or which thereafter become due and payable.

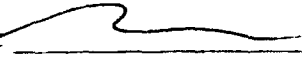
(b) Governing Law. The validity of this Agreement the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties of this Agreement will be exclusively governed by and construed in accordance with the internal laws of the State of California, as applied to agreements entered into solely between residents of and to be performed entirely in the State of California, without reference to that body of law relating to conflicts of law or choice of law.

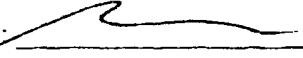
(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**EXCITE, INC.**

**AT HOME CORPORATION**

By:   
\_\_\_\_\_  
Mark Stevens  
*General Counsel and Secretary*

By:   
\_\_\_\_\_  
Mark Stevens  
*Acting General Counsel  
and Secretary*