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in the office of the Secretary of State  
of the State of California

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AGREEMENT OF MERGER

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*March Fong Eu*  
MARCH FONG EU, Secretary of State

This Agreement of Merger, is made and entered into as of March 20, 1992 ("Merger Agreement"), by and between KVM, INC., a Massachusetts corporation ("KVM") and Pages Software Inc., a California corporation and wholly-owned subsidiary of KVM ("Pages Software" or the "Surviving Corporation").

RECITALS

The parties desire that KVM merge with and into Pages Software in accordance with the terms and subject to the conditions of this Merger Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, KVM and Pages Software hereby agree as follows:

ARTICLE I

1.1 Effective Time of the Merger. The Merger shall become effective upon the filing of this Merger Agreement and officers' certificates of KVM and Pages Software with the Secretary of State of the State of California pursuant to Section 1103 of the California General Corporation Law. The time of such filing is hereinafter referred to as the "Effective Time".

1.2 Surviving Corporation. At the Effective Time, KVM shall be merged into Pages Software and the separate corporate existence of KVM shall thereupon cease in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended. Pages Software shall be the surviving corporation in the Merger and shall succeed, without other transfer, to all the rights and property of KVM and shall be subject to all the debts and liabilities of KVM in the same manner as if the Surviving Corporation had itself incurred them. The Surviving Corporation shall be incorporated under, and governed by, California law.

1.3 Effects of the Merger. The Merger shall have the effects set forth in Section 1107 of the California General Corporation Law.

ARTICLE II

2.1 KVM's Articles of Incorporation. The articles of incorporation of the Surviving Corporation shall be the Articles of Incorporation of Pages Software as in effect immediately prior to the Effective Time, unless and until amended as provided by law and such Articles of Incorporation.

2.2 Bylaws of Surviving Corporation. The Bylaws of Pages Software in effect immediately prior to the Effective Time shall

be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

2.3 Officers and Directors of Surviving Corporation. The officers and directors of Pages Software immediately prior to the Effective Time shall be the officers and directors of the Surviving Corporation, in each case until their successors shall have been elected or until otherwise provided by law, the Articles of Incorporation or the Bylaws of the Surviving Corporation.

### ARTICLE III

As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any securities of KVM:

(a) Conversion of Common Stock. Each issued and outstanding share of Common Stock of KVM shall be converted and exchanged into ten (10) validly issued, fully paid, and nonassessable shares of Common Stock in the Surviving Corporation.

(b) Conversion of Series A Preferred Stock. Each issued and outstanding share of Series A Preferred Stock of KVM shall be converted and exchanged into ten (10) validly issued, fully paid, and nonassessable shares of Series A Preferred Stock in the Surviving Corporation.

(c) Exchange of Common Stock Warrants. Each issued and outstanding warrant for Common Stock of KVM ("KVM Common Warrants") shall be converted and exchanged into a warrant for ten times the number of shares of Common Stock of the Surviving Corporation at an exercise price per share equal to one-tenth the exercise price of the KVM Common Warrants.

(d) Exchange of Series B Preferred Stock Warrants. Each issued and outstanding warrant for Series B Preferred Stock of KVM ("KVM Preferred Warrants") shall be converted and exchanged into a warrant for ten times the number of shares of Series B Preferred Stock of the Surviving Corporation at an exercise price per share equal to one-tenth the exercise price of the KVM Preferred Warrants.

(e) Exchange of Stock Options. Each issued and outstanding stock option for Common Stock of KVM ("KVM Options") shall be converted and exchanged into a stock option for ten times the number of shares of Common Stock of the Surviving Corporation at an exercise price per share equal to one-tenth the exercise price of the KVM Options.

(f) Full Satisfaction. All Pages Software Common Stock, Series A Preferred Stock, Warrants for Common Stock, Warrants for Series B Preferred Stock and Stock Options for Common Stock issued upon conversion and exchange of shares of KVM Common Stock and Series A Preferred Stock, KVM Common Warrants, KVM Preferred Warrants and KVM Options in accordance with the terms hereof shall be deemed to have been delivered in full satisfaction of all rights pertaining to such shares, warrants and options of KVM. At the Effective Time, all such securities of KVM shall cease to be outstanding.

(g) Former Pages Software Securities. All securities of Pages Software outstanding immediately before the Effective Time shall be cancelled and shall cease to be outstanding at the Effective Time, without any payment being made in respect thereof.

#### ARTICLE IV

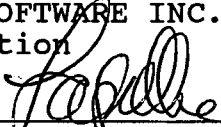
4.1 Amendment. This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of KVM but, after such approval, no amendment shall be made which by law requires the further approval of such shareholders without obtaining such approval. This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of Pages Software but, after such approval, no amendment shall be made which by law requires the further approval of such shareholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

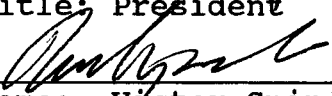
4.2 Governing Law. This Merger Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of California.

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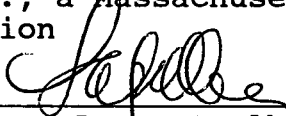
IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

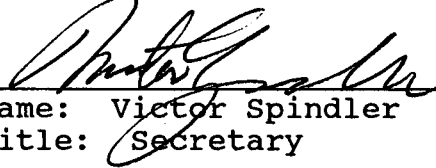
PAGES SOFTWARE INC., a California corporation

By:   
Name: Larry Spelhaug  
Title: President

By:   
Name: Victor Spindler  
Title: Secretary

KVM, INC., a Massachusetts corporation

By:   
Name: Larry Spelhaug  
Title: President

By:   
Name: Victor Spindler  
Title: Secretary

[Signature Page to Agreement of Merger]

OFFICERS' CERTIFICATE


OF

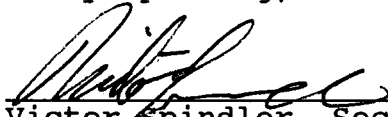
KVM, INC.

Larry Spelhaug, President, and Victor Spindler, Secretary, of KVM, Inc., a corporation duly organized and existing under the laws of the State of Massachusetts (the "Corporation"), do hereby certify:

1. That they are the duly elected, acting and qualified President and Secretary, respectively, of the Corporation.
2. There are two authorized classes of shares, consisting of 600,000 shares of authorized Common Stock, 13,477 of which are issued and outstanding, and 400,000 shares of authorized Preferred Stock, 285,000 shares of which have been designated Series A Preferred Stock and 115,000 shares of which have been designated Series B Preferred Stock. 159,419 shares of Series A Preferred Stock are issued and outstanding and none of the shares of Series B Preferred Stock are issued and outstanding.
3. The Agreement of Merger in the form attached was approved by the board of directors and the shareholders of the Corporation in accordance with the General Corporation Law of the State of California.
4. The shareholder approval was by Unanimous Written Consent of 100% of the outstanding shares of Common Stock of the Corporation and 100 % of the outstanding shares of Series A Preferred Stock of the Corporation.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Diego, California, on March 20, 1992.

  
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Larry Spelhaug, President

  
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Victor Spindler, Secretary

OFFICERS' CERTIFICATE

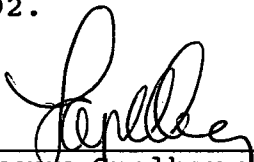
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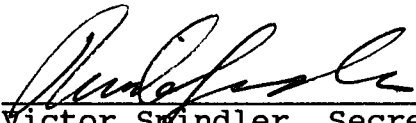
PAGES SOFTWARE INC.

Larry Spelhaug, President, and Victor Spindler, Secretary, of Pages Software Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. That they are the duly elected, acting and qualified President and Secretary, respectively, of the Corporation.
2. There are two authorized classes of shares, consisting of 6,000,000 shares of authorized Common Stock, 1,000 shares of which are issued and outstanding and 4,000,000 shares of authorized Preferred Stock, 2,850,000 shares of which have been designated Series A Preferred Stock and 1,150,000 shares of which have been designated Series B Preferred Stock. None of the shares of Preferred Stock are issued and outstanding.
3. The Agreement of Merger in the form attached was approved by the board of directors and the shareholders of the Corporation in accordance with the General Corporation Law of the State of California.
4. The shareholder approval was by the unanimous consent of the outstanding shares of Common Stock of the Corporation.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Diego, California, on March 20, 1992.

  
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Larry Spelhaug, President

  
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Victor Spindler, Secretary