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MERGER OR SHARE EXCHANGE

Intellon Corporation

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Merger

ARTICLES OF MERGER

of

INTELLON CORPORATION
(a Delaware corporation)
and
INTELLON CORPORATION
(a Florida corporation)

June 25, 2003

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt these Articles of Merger for the purpose of merging Intellon Corporation, a Florida corporation ("Intellon-FL"), with and into Intellon Corporation, a Delaware corporation ("Intellon-DE" or the "Surviving Corporation") (the "Merger").

1. The Agreement and Plan of Merger dated as of June 25, 2003 by and between Intellon-DE and Intellon-FL (the "Plan of Merger") is attached hereto as Exhibit A.

2. The name of the Surviving Corporation is "Intellon Corporation"

3. The certificate of incorporation of Intellon-DE shall be the certificate of incorporation of the Surviving Corporation.

4. The Merger shall become effective upon the filing of both these Articles of Merger with the Department of State of the State of Florida and the Certificate of Merger with the Secretary of State of the State of Delaware.

5. The Plan of Merger was adopted by the sole shareholder of Intellon-DE as of the date hereof. The Plan of Merger was adopted by the shareholders of Intellon-FL as of the date hereof.

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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be duly executed as of the date first above written.

INTELLON CORPORATION
a Delaware corporation

By: _____
Name: CHARLES E. HARRIS
Title: PRESIDENT AND CEO

INTELLON CORPORATION
a Florida corporation

By: _____
Name: CHARLES E. HARRIS
Title: PRESIDENT AND CEO

Exhibit A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 25, 2003 (the "Agreement") by and between Intellon Corporation, a Florida corporation ("Intellon-FL"), and Intellon Corporation, a Delaware corporation and a wholly-owned subsidiary of Intellon-FL ("Intellon-DE"). The two corporations are hereinafter sometimes called the "Constituent Corporations." Intellon-FL is hereinafter also sometimes referred to as the "Merged Corporation," and Intellon-DE is hereinafter also sometimes referred to as the "Surviving Corporation."

WITNESSETH:

WHEREAS, the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and their respective stockholders that Intellon-FL be merged with and into Intellon-DE under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the States of Florida and Delaware 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;

WHEREAS, pursuant to its Certificate of Incorporation, the total number of shares of all classes of stock which Intellon-DE has authority to issue is 165,000,000, of which 75,000,000 are common stock, $.0001 par value per share (the " DE Common Stock"), of which 100 shares are now issued and outstanding; and of which 90,000,000 are preferred stock, $.0001 par value per share (the "DE Preferred Stock"), of which none are outstanding;

WHEREAS, Intellon-FL by its articles of incorporation has an authorized capital stock of 284,000,000 shares, of which there are (i) 175,000,000 shares of common stock, par value $.01 per share (the "FL Common Stock"); and (ii) 109,000,000 shares of Preferred Stock (the "FL Preferred Stock"), of which 15,000,000 shares are designated as Series A Convertible Preferred Stock, par value $.01 per share (the "FL Series A Preferred Stock"), 15,000,000 shares are designated as Series B Convertible Preferred Stock, par value $.01 per share (the "FL Series B

Preferred Stock"), 5,000,000 shares are designated as Series C Convertible Preferred Stock, par value $.01 per share (the "FL Series C Preferred Stock"), 65,000,000 shares are designated as Series D Convertible Preferred Stock, par value $.01 per share (the "FL Series D Preferred Stock"), and 9,000,000 shares are designated as Series RS Preferred Stock, par value $.01 per share (the "FL Series RS Preferred Stock").

WHEREAS, the registered agent of Intellon-FL in the State of Florida is Charles E. Harris who is located at 5100 West Silver Springs Boulevard, Ocala, Florida 34882; and the registered office of Intellon-DE in the State of Delaware is Corporation Trust Company, located at 1209 Orange Street, Wilmington, Delaware 19801.

NOW, THEREFORE, the Constituent Corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At the time the Merger (as defined below) becomes effective, Intellon-FL shall be merged with and into Intellon-DE, which shall be the Surviving Corporation (the "Merger"). On the effective date of the Merger, the separate existence of Intellon-FL shall cease in accordance with applicable law.

SECOND: The certificate of incorporation of Intellon-DE, as in effect on the date of the Merger, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The effect of the Merger on the capital stock of the Constituent Corporations shall be as follows:

(a) The one hundred (100) shares of DE Common Stock, which are issued and outstanding on the date hereof shall, without any further action on the part of the holder thereof, be canceled on and as of the effective date of the Merger.

(b) The outstanding shares of capital stock of the Merged Corporation shall be changed and converted into the shares of the capital stock of the Surviving Corporation as follows:

(i) each one (1) share of FL Common Stock which shall be outstanding on the effective date of the Merger (the "Effective Date"), and all rights in respect thereof shall, without any further action on the part of the holder thereof, be changed and converted into 0.01 share of DE Common Stock on and as of the Effective Date of the Merger; (ii) each one (1) share of FL Series A Preferred Stock which shall be outstanding on the Effective Date, and all rights in respect thereof shall, without any further action on the part of the holder, be changed and converted into that number of shares of DE Common Stock on and as of the Effective Date as shall equal the quotient obtained by dividing (y) the number of shares of FL Common Stock into which such share of FL Series A Preferred Stock would have converted under the restated articles of incorporation of Intellon-FL if such share of FL Series A Preferred Stock had been converted to FL Common Stock as of immediately prior to the Effective Date, by (z) 100; provided that such aggregate number of shares of DE Common Stock so issued upon such conversion shall not exceed 312,661 shares; (iii) each one (1) share of FL Series B Preferred Stock which shall be outstanding on the Effective Date, and all rights in respect thereof shall, without any further action on the part of the holder, be changed and converted into that number of shares of DE Common Stock on and as of the Effective Date as shall equal the quotient obtained by dividing (y) the number of shares of FL Common Stock into which such share of FL Series B Preferred Stock would have converted under the restated articles of incorporation of Intellon-FL if such share of FL Series B Preferred Stock had been converted to FL Common Stock as of immediately prior to the Effective Date, by (z) 100; provided that such aggregate number of shares of DE Common Stock so issued upon such conversion shall not exceed 575,733 shares; (iv) each one (1) share of FL Series C Preferred Stock which shall be outstanding on the Effective Date, and all rights in respect thereof shall, without any further action on the part of the holder, be changed and converted into that number of shares of DE Common Stock on and

as of the Effective Date as shall equal the quotient obtained by dividing (y) the number of shares of FL Common Stock into which such share of FL Series C Preferred Stock would have converted under the restated articles of incorporation of Intellon-FL if such share of FL Series C Preferred Stock had been converted to FL Common Stock as of immediately prior to the Effective Date, by (z) 100; provided that such aggregate number of shares of DE Common Stock so issued upon such conversion shall not exceed 247,849 shares; and (v) each one (1) share of FL Series D Preferred Stock which shall be outstanding on the Effective Date, and all rights in respect thereof shall, without any further action on the part of the holder, be changed and converted into that number of shares of DE Common Stock on and as of the Effective Date as shall equal the quotient obtained by dividing (y) the number of shares of FL Common Stock into which such share of FL Series D Preferred Stock would have converted under the restated articles of incorporation of Intellon FL if such share of FL Series D Preferred Stock had been converted to FL Common Stock as of immediately prior to the Effective Date, by (z) 100; provided that such aggregate number of shares of DE Common Stock so issued upon such conversion shall not exceed 296,396 shares.

(c) After the effective date of the Merger, each holder of a certificate or certificates which theretofore represented shares of FL Common Stock or FL Preferred Stock shall cease to have any rights as a stockholder of the Merged Corporation except as such are expressly reserved to such stockholder by statute. After the effective date of the Merger, each holder of any outstanding certificate or certificates representing shares of FL Common Stock or FL Preferred Stock shall surrender the same to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive one or more certificates representing the number of shares of DE Common Stock determined on the basis provided in subsections (b) and (d). Until so surrendered, the certificates representing the outstanding shares of the capital stock of the Merged Corporation to be converted into the capital stock of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation for all corporate purposes as

evidencing the ownership of shares of the Surviving Corporation as though such surrender and exchange had taken place.

(d) No fractional shares of DE Common Stock will be issued. Any holder who would otherwise be entitled to a fraction of a share of DE Common Stock (after aggregating all fractional shares of DE Common Stock to be received by such holder) shall be issued one share of DE Common Stock, in lieu of such fractional share.

FOURTH: The terms and conditions of the Merger are as follows:

(a) The by-laws of the Surviving Corporation as they shall exist on the effective date of the Merger shall be and remain the by-laws of the Surviving Corporation at and after the effective date of the Merger and until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) At and after the effective date of the Merger, the directors and officers of the Merged Corporation shall become the directors and officers of the Surviving Corporation and shall continue in office and thereafter each shall serve until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been elected and qualified.

(c) At and after the effective date of the Merger, the Surviving Corporation shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Constituent Corporations; all debts due to either of the Constituent Corporations on whatever account, as well as for stock subscriptions, shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the Constituent Corporations shall be as effectively the property of the Surviving Corporation as they were of either of the respective Constituent Corporations; the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; the title to any bank accounts, in either of the Constituent Corporations shall not

revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired; all debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the Constituent Corporations against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent Corporations acquired by the Surviving Corporation by reason or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(e) This Agreement shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The Merger shall take effect when any and all documents or instruments necessary to perfect the Merger, pursuant to the requirements of the Florida Business Corporation Act and the General Corporation Law of the State of Delaware, are accepted for filing by the appropriate offices of the State of Florida and the State of Delaware, respectively.

(f) This Agreement may be terminated or abandoned by (i) either Constituent Corporation, by action of the Board of Directors of either Constituent Corporation at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (ii) the mutual consent of the Constituent Corporations, by written

action of their respective Boards of Directors, at any time after such adoption by such stockholders and prior to the effective date of the Merger for any reason or for no reason. In the event of such termination or abandonment, this Agreement shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

(g) This Agreement constitutes a Plan of Reorganization under the Internal Revenue Code Section 361, as well as a Plan of Merger, to be carried out in the manner, on the terms and subject to the conditions herein set forth.

(h) All corporate acts, plans, policies, approvals and authorizations of Intellon-FL, its stockholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the effective date of the Merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on Intellon-FL. The employees of Intellon-FL shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits they enjoyed as employees of Intellon-FL.

(i) From the effective date of the Merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement.

(j) Stockholders of Intellon-FL who dissent from the Merger pursuant to Section 607.1320 of the Florida Business Corporation Act (the "Act"), may be entitled, if they comply with the provisions of the Act regarding the rights of dissenting stockholders, to be paid the fair value of their shares pursuant to the Act.

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IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement to be duly executed by and delivered as of the date first above written.

INTELLON CORPORATION
(a Florida corporation)

By: _____
Name: CHARLES E. HARRIS
Title: PRESIDENT AND CEO

INTELLON CORPORATION
(a Delaware corporation)

By: _____
Name: CHARLES E. HARRIS
Title: PRESIDENT AND CEO