

08-03-1998

EET

Tab settings ⇄⇄⇄ ▼ ▼

To the Honorable Commissioner of Patents

100781866

Attached original documents or copy thereof.

1. Name of conveying party (ies):

Rambus Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State - California  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: March 12, 1997

2. Name and address of receiving party(ies):

Name: Rambus Inc.

Internal Address: \_\_\_\_\_

Street Address: 2465 Latham Street

City: Mountain View State: CA ZIP: 94040

- ☐ Individual(s) citizenship: \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignment is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) and addresses attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/639,166

B. Trademark Registration No.(s)

1,903,387

2,094,020

1,828,793

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Andrew P. Bridges  
Harold J. Milstein

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: Wilson Sonsini Goodrich & Rosati,

650 Page Mill Road

City: Palo Alto State: CA ZIP: 94304

6. Total number of application and registrations involved: \_\_\_\_\_

4

7. Total fee (37 CFR 3.41) ..... \$115.00

☒ Enclosed

☐ Authorized to be charged to deposit account

If fee is insufficient, please charge

8. Deposit account number:

23-2415 Attn: 10969-500

(Attach duplicate copy of this page if paying by deposit account.)

07/31/1998 SSNITH 00000068 74639166

01 EC:481

02 FD:482

Statement and signature.

40.00 OP

75.00 OP

DO NOT USE THIS SPACE

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.

HAROLD MILSTEIN

Harold Mil

7/21/98

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

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

TRADEMARK  
REEL: 1762 FRAME: 0365

Office of the Secretary of State

---

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 AGREEMENT OF MERGER, WHICH MERGES:

"RAMBUS INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "RAMBUS INC." UNDER THE NAME OF "RAMBUS INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF MARCH, A.D. 1997, AT 3:30 O'CLOCK P.M.

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



A handwritten signature in cursive script, appearing to read "Edward J. Freel".

Edward J. Freel, Secretary of State

2713545 8100M

971080995

AUTHENTICATION

8370514

DATE

TRADEMARK 03-13-97

REEL: 1762 FRAME: 0366

**AGREEMENT AND PLAN OF MERGER  
OF RAMBUS INC.  
(a Delaware corporation),  
AND  
RAMBUS INC.  
(a California corporation)**

THIS AGREEMENT AND PLAN OF MERGER dated as of March 10, 1997 (the "Agreement") is between Rambus Inc., a Delaware corporation ("Rambus Delaware"), and Rambus Inc., a California corporation ("Rambus California"). Rambus Delaware and Rambus California are sometimes referred to herein as the "Constituent Corporations".

**RECITALS**

A. Rambus Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 76,336,096 shares, \$.001 par value, 60,000,000 of which are designated "Common Stock", and 16,336,096 of which are designated "Preferred Stock". As of March 10, 1997, 1,000 shares of Common Stock were issued and outstanding, all of which are held by Rambus California, and no shares of Preferred Stock were outstanding.

B. Rambus California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 33,836,096 shares, no par value, of which 22,500,000 are designated "Common Stock" and 11,336,096 of which are designated "Preferred Stock". The Preferred Stock is divided into four series, namely Series A Preferred Stock, consisting of 5,400,000 shares, Series B Preferred Stock, consisting of 2,803,743 shares, Series C Preferred Stock, consisting of 1,250,000 shares and Series D Preferred Stock, consisting of 1,882,353 shares. As of December 31, 1996, 5,763,649 shares of Common Stock and 5,360,728 shares of Series A Preferred Stock, 2,803,743 shares of Series B Preferred Stock, 1,249,998 shares of Series C Preferred Stock and 1,882,353 shares of Series D Preferred Stock were issued and outstanding. As of December 31, 1996, there were outstanding options to purchase an aggregate of (i) 3,302,041 shares of Common Stock pursuant to the 1990 Stock Plan, (ii) 1,000,000 shares of Common Stock pursuant to a warrant issued to Intel Corporation, and (iii) 548,952 shares of Common Stock reserved for future option grants.

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

D. The respective Boards of Directors of Rambus Delaware and Rambus California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.



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 Rambus California in the same manner as if Rambus 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**

II.1 Certificate of Incorporation. The Certificate of Incorporation of Rambus 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.

II.2 Bylaws. The Bylaws of Rambus 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.

II.3 Directors and Officers. The directors and officers of Rambus 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**

III.1 Rambus California Common Stock. Upon the Effective Date of the Merger, each share of Rambus 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 one (1) fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation.

III.2 Rambus California Preferred Stock. Upon the Effective Date of the Merger, each share of each series of Rambus California Preferred 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 one (1) fully paid and nonassessable share of the same series of Preferred Stock, \$.001 par value, of the Surviving Corporation.

III.3 Rambus 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 1990 Stock Option Plan and all other employee benefit plans of Rambus

California. Each outstanding and unexercised option, warrant or other right to purchase Rambus California Common Stock shall become an option, warrant or right to purchase the Surviving Corporation's Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for every one (1) share of Rambus California Common Stock issuable pursuant to any such option, warrant or right, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Rambus California option, warrant or 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 rights equal to the number of shares of Rambus California Common Stock so reserved immediately prior to the Effective Date of the Merger.

**III.4 Rambus Delaware Common Stock.** Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of Rambus Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Rambus Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

**III.5 Exchange of Certificates.** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Rambus California Common Stock may, at such stockholder's option, surrender the same for cancellation to Wilson Sonsini Goodrich & Rosati, Professional Corporation as exchange agent (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 Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Rambus California Common Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Common Stock into which such shares of Rambus California Common 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 Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common 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 Rambus 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 the Surviving Corporation's Common 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 the Surviving Corporation that such tax has been paid or is not payable.

#### **IV. GENERAL**

**IV.1 Covenants of Rambus Delaware.** Rambus 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 appropriate tax authority of the State of California necessary for the assumption by Rambus Delaware of all of the corporate and/or franchise tax liabilities of Rambus California; and

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

**IV.2 Further Assurances.** From time to time, as and when required by Rambus Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Rambus California such deeds and other instruments, and there shall be taken or caused to be taken by Rambus Delaware and Rambus California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Rambus Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Rambus California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Rambus Delaware are fully authorized in the name and on behalf of Rambus California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

**IV.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 Rambus California or Rambus Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of Rambus California or by the sole stockholder of Rambus Delaware, or by both.

**IV.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 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 if such alteration or change would adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

**IV.5 Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is located at 1209 Orange Street, in the city of Wilmington, Delaware 19801, County of New Castle, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

**IV.6 Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 2465 Latham Street, Mountain View, California 94040, and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

**IV.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.

**IV.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.


**4.9 FIRPTA Notification.** (a) On the Effective Date of the Merger, Rambus California shall deliver to Rambus Delaware, as agent for the shareholders of Rambus California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. Rambus 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 Rambus California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of Rambus California, (i) such shareholders shall be considered to have requested that the Statement be delivered to Rambus Delaware as their agent and (ii) Rambus Delaware shall be considered to have received a copy of the Statement at the request of the Rambus California shareholders for purposes of satisfying Rambus Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).




(b) Rambus 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).

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

RAMBUS INC.  
a Delaware corporation

By:   
Gary Harmon  
Chief Financial Officer

RAMBUS INC.  
a California corporation

By:   
Gary Harmon  
Chief Financial Officer


RAMBUS INC.  
(Surviving Corporation)


OFFICERS' CERTIFICATE

Geoff Tate and Gary Harmon certify that:

1. They are the President and the Secretary, respectively, of Rambus Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has an authorized capital of 76,336,096 shares, \$0.001 par value, of which 60,000,000 are designated "Common Stock" and 16,336,096 of which are designated "Preferred Stock". The Preferred Stock is divided into five series, namely Series A Preferred Stock, consisting of 5,400,000 shares, Series B Preferred Stock, consisting of 2,803,743 shares, Series C Preferred Stock, consisting of 1,250,000 shares, Series D Preferred Stock, consisting of 1,882,353 shares, Series E Preferred Stock, consisting of 40,000 shares and 4,960,000 shares which are undesignated.
3. There are 1,000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). There are no shares of Preferred Stock outstanding.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.
6. Geoff Tate and Gary Harmon declare under penalty of perjury under the laws of the State of Delaware that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in Mountain View, California on March 10, 1997.

  
\_\_\_\_\_  
Geoff Tate

  
\_\_\_\_\_  
Gary Harmon

HA-PUBLIC-MA40286010.03