

02-24-1999



02-08-1999

100976825

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

D

U.S. Patent & TMO/TM Mail Rcpt Dt. #47

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
- 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 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

02/23/1999 JSHABAZZ 00000084 133092 1456346

FOR OFFICE USE ONLY

01 FC:481 40.00 CH

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

TRADEMARK
REEL: 1858 FRAME: 0757

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.

Lori Hickman

Lori Hickman

2/2/99

Name of Person Signing

Signature

Date Signed

State of California

SECRETARY OF STATE



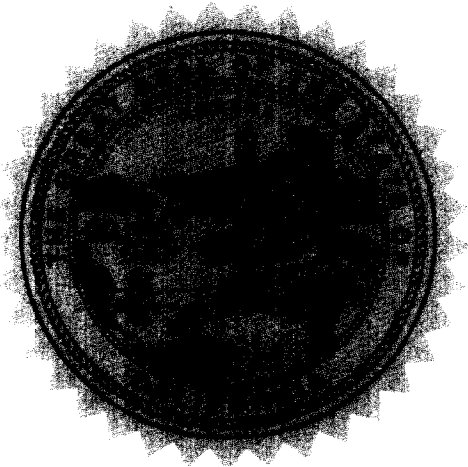
BA

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JAN 28 1999



Bill Jones

Secretary of State

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:

"RENDITION, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "MICRON TECHNOLOGY, INC." UNDER THE NAME OF "MICRON TECHNOLOGY, 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 SEPTEMBER, A.D. 1998, AT 2 O'CLOCK P.M.



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

Edward J. Freel, Secretary of State

2032425 8100M

991035432

AUTHENTICATION: 9546340

DATE: 01-28-99

TRADEMARK
REEL: 1858 FRAME: 0760

00576801

C1886357 (out)
AGREEMENT OF MERGER
OF
MICRON TECHNOLOGY, INC.
AND
RENDITION, INC.

FILED
In the office of the Secretary of State
of the State of California

SEP 11 1998
Bill Jones
BILL JONES, Secretary of State

This Agreement of Merger (the "Agreement") is made and entered into as of September 11, 1998 between Micron Technology, Inc., a Delaware corporation ("Micron"), and Rendition, Inc., a California corporation ("Rendition"). Micron and Rendition are sometimes referred to collectively herein as the "Constituent Corporations."

RECITALS

A. Micron and Rendition have entered into an Agreement and Plan of Reorganization, dated as of June 22, 1998 (the "Plan"), providing for, among other things, the merger of Rendition with and into Micron (the "Merger"), such that Micron will be the surviving corporation of the Merger, in accordance with the Delaware General Corporation Law (the "Delaware Law") and the California General Corporation Law (the "California Law").

B. The Boards of Directors of Micron and Rendition have determined the Merger to be advisable and in the respective best interests of Micron and Rendition and their respective shareholders.

C. The Plan, this Agreement and the Merger have been approved by the shareholders of Rendition. Pursuant to Section 51(f) of the Delaware General Corporation Law, Micron's stockholders were not required to approve the Plan, this Agreement, or the Merger.

D. Pursuant to the Merger, the shareholders of Rendition will exchange their Rendition securities for a certain number of shares of the Common Stock of Micron, as set forth in this Agreement and in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and subject to the terms and conditions set forth herein and in the Plan, the parties agree as follows:

1. The Merger.

1.1. Merger. Rendition will be merged with and into Micron pursuant to the terms and conditions of this Agreement and the Plan, and in accordance with applicable provisions of the California Law and the Delaware Law. Micron shall be the surviving corporation in the Merger and is sometimes referred to herein as

TRADEMARK

REEL: 1858 FRAME: 0761

the "Surviving Corporation." The name of the Surviving Corporation shall continue to be Micron Technology, Inc.

1.2. Filing and Effectiveness. The Merger shall become effective as of the date filed with the Delaware Secretary of State. The date and time when the Merger shall become effective, as set forth above, is referred to herein as the "Effective Time."

1.3. Effects of the Merger. Upon the Effective Time of the Merger:

(a) Rendition will be merged with and into Micron pursuant to the terms and conditions of this Agreement and the Plan, and in accordance with applicable provisions of the California Law and the Delaware Law, and the separate existence of Rendition shall cease.

(b) The Surviving Corporation's separate corporate existence, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger.

(c) The Surviving Corporation shall succeed, without transfer, to all of the rights, privileges, powers and franchises of Rendition, and all of the debts, choses in action and other interests due or belonging to Rendition, pursuant to the California Law and the Delaware Law.

(d) The title to property owned by Rendition shall be automatically transferred to and vested in the Surviving Corporation without reversion or impairment.

(e) The Certificate, Bylaws, directors and officers of the Surviving Corporation shall be as set forth in Sections 1.4-1.6 hereof.

(f) All shares of Micron Common Stock (as defined below) that are issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger and shall remain outstanding.

(g) All shares of Rendition Common Stock and Rendition Preferred Stock (as such terms are defined in Section 2 below) and each outstanding Rendition Option (as defined below) outstanding immediately prior to the Effective Time will be converted as provided in Section 2 below.

(h) The Merger will, from and after the Effective Time, have all of the effects provided by applicable law, including, without limitation, the Delaware Law and the California Law.

1.4. Certificate of Incorporation. The Certificate of Incorporation of Micron as in effect immediately prior to the Effective Time 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.

1.5. Bylaws. The Bylaws of Micron as in effect immediately prior to the Effective Time 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.

1.6. Directors and Officers. The directors and officers of Micron immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, until their successors shall have been elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation, or the Bylaws of the Surviving Corporation.

2. Manner of Conversion of Shares and Options.

2.1. Rendition Common Stock. Upon the Effective Time, each share of the Common Stock of Rendition, no par value (the "Rendition Common Stock") issued and outstanding immediately prior thereto, other than shares, if any, for which dissenters' rights have been perfected in compliance with applicable law, will by virtue of the Merger, and without any action by the holder thereof or any other person, be converted into and represent the right to receive 0.1816970 (such fractional interest being referred to herein as the "Conversion Ratio") of one share of the fully paid and nonassessable Common Stock, par value \$0.10 per share, of Micron (the "Micron Common Stock").

2.2. Rendition Preferred Stock. Upon the Effective Time, each share of the Preferred Stock, no par value, of Rendition, whether designated as Series A Preferred Stock, Series B Preferred Stock, or Series C Preferred Stock (collectively, the "Rendition Preferred Stock") issued and outstanding immediately prior thereto, other than shares, if any, for which dissenters' rights have been perfected in compliance with applicable law, will by virtue of the Merger, and without any action by the holder thereof or any other person, be converted into and represent the right to receive a fraction of a share of fully paid and nonassessable Micron Common Stock, determined by multiplying the number of shares of Rendition Common Stock into which such shares of Rendition Preferred Stock were convertible immediately prior to the Effective Time by the Conversion Ratio.

2.3. Fractional Shares. No fractional shares of Micron Common Stock will be issued in connection with the Merger, but in lieu thereof each holder of Rendition Common Stock and/or Rendition Preferred Stock (collectively, "Rendition Stock") who would otherwise be entitled to receive a fraction of a share of Micron Common Stock will receive from Micron, promptly after the Effective Time, an amount of cash equal to the average closing sale price of Micron Common Stock as quoted on the New York Stock Exchange for the

twenty day period immediately preceding (but not including) the day on which the Effective Time occurs multiplied by the fraction of a share of Micron Common Stock to which such holder would otherwise be entitled. The fractional interests of each holder of Rendition Stock (each a "Rendition Shareholder" and collectively the "Rendition Shareholders") will be aggregated so that no Rendition Shareholder will receive cash in an amount equal to or greater than the value of one full share of Micron Common Stock.

2.4. Exchange of Certificates. As soon as practicable after the Effective Time, the Surviving Corporation will send to all Rendition Shareholders a letter of transmittal with instructions for the exchange of certificates representing Rendition Stock (the "Certificates") for certificates representing the appropriate number of shares of Micron Common Stock. Upon surrender of a Certificate for cancellation, together with such other documents as may be reasonably required by Micron, the Rendition Shareholder holding such Certificate shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of Micron Common Stock, and cash in lieu of fractional shares, which such Rendition Shareholder has the right to receive pursuant to the provisions of this Agreement and the Plan, and the Certificate so surrendered shall forthwith be canceled. Until surrendered as contemplated herein, each Certificate shall be deemed, on and after the Effective Time, to evidence the ownership of the number of full shares of Micron Common Stock into which such shares of Rendition Stock shall have been so converted, and the right to receive an amount in lieu of any fractional shares of Micron Common Stock as contemplated by this Agreement, the Plan and the Delaware Law or the California Law.

2.5. Dissenting Shares. Notwithstanding the foregoing, shares of Rendition Stock as to which dissenters' rights have been effectively asserted in accordance with the California Law, and which have not been withdrawn, shall not be exchanged pursuant to the terms of this Section 2, but shall receive the treatment provided for pursuant to the California Law. Shares of Rendition Stock that are outstanding immediately prior to the Effective Time and with respect to which dissenters' rights can no longer be legally exercised under the California Law will be converted into shares of Micron Common Stock as provided in this Section 2.

2.6. Conversion of Rendition Options. Upon the Effective Time, each of the then outstanding options (collectively, the "Rendition Options") exercisable for the purchase of Rendition Common Stock granted pursuant to the Rendition 1994 Equity Incentive Plan, as amended (the "Plan") will by virtue of the Merger and in accordance with the terms of the Plan and such Rendition Option, and without any action on the part of any holder thereof, be converted into an option (a "Micron Option") to purchase the number of shares of Micron Common Stock determined by multiplying the number of shares of Rendition Common Stock subject to such Rendition Option at the Effective Time by the

Conversion Ratio, at an exercise price per share of Micron Common Stock equal to the exercise price per share of such Rendition Option immediately prior to the Effective Time divided by the Conversion Ratio and rounded up to the nearest cent. If the foregoing calculation results in a converted option being exercisable for a fraction of a share of Micron Common Stock, then the number of shares of Micron Common Stock subject to such Micron Option will be rounded down to the nearest whole share, with no cash being payable for such fractional share. The remaining terms of each Micron Option shall be substantially the same as those applicable to the Rendition Options being converted, as provided in the Plan.

3. Further Assignments. After the Effective Time, the Surviving Corporation and its officers and directors may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to Rendition's property or rights and otherwise to carry out the purposes of this Agreement and the Plan, in the name of Rendition or otherwise.

4. Miscellaneous.

4.1. Plan. The Plan and this Agreement are intended to be construed together in order to effectuate their purposes.

4.2. Termination. Notwithstanding the approval of this Agreement by the shareholders of Rendition, this Agreement may be terminated at any time prior to the Effective Time by the mutual written agreement of Micron and Rendition, or in the event that the Plan is terminated in accordance with its terms. In the event of the termination of this Agreement as provided above, this Agreement will forthwith become void and there will be no liability on the part of either Micron or Rendition or their respective officers and directors, except as otherwise provided in the Plan.

4.3. Amendment. This Agreement may be amended by the parties hereto at any time before or after approval by the shareholders of Rendition, but, after such approval, no amendment will be made which, by applicable law, requires the further approval of the shareholders of Rendition without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of Micron and Rendition.

4.4. Assignment; Binding Upon Successors and Assigns. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.5. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of

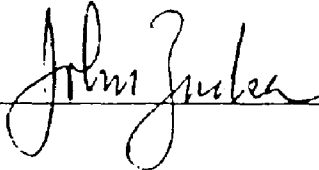
Delaware (irrespective of its choice of law principles). In the event of any claim or dispute arising hereunder, the parties consent to the exclusive jurisdiction and venue of the federal and state courts residing in Boise, Idaho.

4.6. Counterparts. This Agreement may be executed in two or more 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 parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

RENDITION, INC.

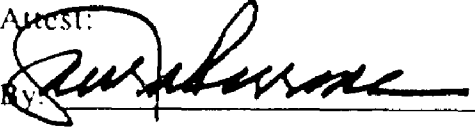
MICRON TECHNOLOGY, INC.

By: 

By: _____

Title: CEO

Title: _____

Attest: 

Attest:

By: _____

SLC 0018674 01

Delaware (irrespective of its choice of law principles). In the event of any claim or dispute arising hereunder, the parties consent to the exclusive jurisdiction and venue of the federal and state courts residing in Boise, Idaho.

4.6. Counterparts. This Agreement may be executed in two or more 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 parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

RENDITION, INC.

MICRON TECHNOLOGY, INC.

By: _____

By: *[Signature]*

Title: _____

Title: Chairman of the Board,
Chief Executive Officer
and President

Attest:

Attest:

By: _____

By: *Rodwell Leri*

SLC 0018673 01

**CERTIFICATE OF APPROVAL
OF AGREEMENT OF MERGER**

Steven R. Appleton and Roderic W. Lewis certify that:

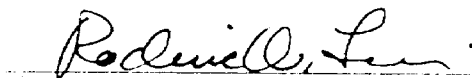
1. They are the President and Secretary, respectively, of Micron Technology, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation").
2. The principal terms of the Agreement of Merger in the form attached hereto was entitled to be and was duly approved by the Board of Directors of the Corporation.
3. No stockholder approval was required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed in Boise, Idaho on September 11, 1998.



Steven R. Appleton, President



Roderic W. Lewis, Secretary

18939 00200

TRADEMARK
REEL: 1858 FRAME: 0768

**CERTIFICATE OF APPROVAL
OF AGREEMENT OF MERGER**

John Payne and Jay Eisenlohr certify that:

1. They are the President and Secretary, respectively, of Rendition, Inc., a corporation organized under the laws of the State of California (the "Corporation").
2. The Corporation has two classes of stock authorized, namely, "Common Stock" and "Preferred Stock."
3. There were 3,589,958 shares of Common Stock, 5,323,706 shares of Series A Preferred Stock, 3,000,000 shares of Series B Preferred Stock and 7,538,451 shares of Series C Preferred Stock outstanding as of the record date of a special meeting of shareholders of the Corporation, pursuant to which the Agreement of Merger attached hereto (the "Merger Agreement") was approved.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and the vote of a majority of the outstanding shares of (i) the Common Stock, (ii) the Preferred Stock, and (iii) the Series C Preferred Stock, each voting as a separate class.
5. The percentage vote required was a majority of the outstanding shares of (i) the Common Stock, (ii) the Preferred Stock, and (iii) the Series C Preferred Stock, each voting as a separate class.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed in Sunnyvale, California on September 11, 1998.

John Payne, President

Jay Eisenlohr, Secretary



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 1468
SACRAMENTO CA 95812-1468

TAX CLEARANCE CERTIFICATE

July 8, 1998

EXPIRATION DATE: October 15, 1998

FENWICK & WEST
ATTN IRINA SHUBAT
TWO PALO ALTO SQ STE 800
PALO ALTO CA 94306

ISSUED TO: RENDITION, INC.
Entity ID 1886357

This is to certify that all taxes imposed under the Bank and Corporation Tax Law on this corporation have been paid, assumed, or are secured by other means.

If a final return has not been filed, one should be filed within two months and 15 days after the close of the month in which the dissolution or withdrawal takes place. If the corporation was inactive, a statement to that effect should be attached to the tax forms. All returns remain subject to audit until the expiration of the normal statutory period. Failure to file required returns may result in additional assessments.

A copy of this Tax Clearance Certificate has been sent to the Office of the the Secretary of State. This original Tax Clearance Certificate may be retained in the files of the corporation.

By the Expiration Date noted above, this corporation must have filed the documents required by the Secretary of State to dissolve, withdraw or merge. Requests for the appropriate documents must be directed to: Office of the Secretary of State at 1500 11th Street, 3rd Floor, Sacramento CA. 95814, or by telephone, (916) 657-5448.

NOTE: If the required documents are not filed with the Secretary of State prior to the Expiration Date noted above, the corporation will remain subject to the filing requirements of the Bank and Corporation Tax Law.

By H. Hermansen
Special Audit Unit
Corporation Audit Section
Telephone (916) 845-4124



COPY

TRADEMARK
REEL: 1858 FRAME: 0770

9-11-98

**AGREEMENT OF MERGER
OF
MICRON TECHNOLOGY, INC.
AND
RENDITION, INC.**

This Agreement of Merger (the "Agreement") is made and entered into as of September 11, 1998 between Micron Technology, Inc., a Delaware corporation ("Micron"), and Rendition, Inc., a California corporation ("Rendition"). Micron and Rendition are sometimes referred to collectively herein as the "Constituent Corporations."

RECITALS

A. Micron and Rendition have entered into an Agreement and Plan of Reorganization, dated as of June 22, 1998 (the "Plan"), providing for, among other things, the merger of Rendition with and into Micron (the "Merger"), such that Micron will be the surviving corporation of the Merger, in accordance with the Delaware General Corporation Law (the "Delaware Law") and the California General Corporation Law (the "California Law").

B. The Boards of Directors of Micron and Rendition have determined the Merger to be advisable and in the respective best interests of Micron and Rendition and their respective shareholders.

C. The Plan, this Agreement and the Merger have been approved by the shareholders of Rendition. Pursuant to Section 251(f) of the Delaware General Corporation Law, Micron's stockholders were not required to approve the Plan, this Agreement, or the Merger.

D. Pursuant to the Merger, the shareholders of Rendition will exchange their Rendition securities for a certain number of shares of the Common Stock of Micron, as set forth in this Agreement and in the Plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and subject to the terms and conditions set forth herein and in the Plan, the parties agree as follows:

1. The Merger.

1.1. Merger. Rendition will be merged with and into Micron pursuant to the terms and conditions of this Agreement and the Plan, and in accordance with applicable provisions of the California Law and the Delaware Law. Micron shall be the surviving corporation in the Merger and is sometimes referred to herein as

the "Surviving Corporation." The name of the Surviving Corporation shall continue to be Micron Technology, Inc.

1.2. Filing and Effectiveness. The Merger shall become effective as of the date filed with the Delaware Secretary of State. The date and time when the Merger shall become effective, as set forth above, is referred to herein as the "Effective Time."

1.3. Effects of the Merger. Upon the Effective Time of the Merger:

(a) Rendition will be merged with and into Micron pursuant to the terms and conditions of this Agreement and the Plan, and in accordance with applicable provisions of the California Law and the Delaware Law, and the separate existence of Rendition shall cease.

(b) The Surviving Corporation's separate corporate existence, with all its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired by the Merger.

(c) The Surviving Corporation shall succeed, without transfer, to all of the rights, privileges, powers and franchises of Rendition, and all of the debts, choses in action and other interests due or belonging to Rendition, pursuant to the California Law and the Delaware Law.

(d) The title to property owned by Rendition shall be automatically transferred to and vested in the Surviving Corporation without reversion or impairment.

(e) The Certificate, Bylaws, directors and officers of the Surviving Corporation shall be as set forth in Sections 1.4-1.6 hereof.

(f) All shares of Micron Common Stock (as defined below) that are issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger and shall remain outstanding.

(g) All shares of Rendition Common Stock and Rendition Preferred Stock (as such terms are defined in Section 2 below) and each outstanding Rendition Option (as defined below) outstanding immediately prior to the Effective Time will be converted as provided in Section 2 below.

(h) The Merger will, from and after the Effective Time, have all of the effects provided by applicable law, including, without limitation, the Delaware Law and the California Law.

1.4. Certificate of Incorporation. The Certificate of Incorporation of Micron as in effect immediately prior to the Effective Time 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.

1.5. Bylaws. The Bylaws of Micron as in effect immediately prior to the Effective Time 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.

1.6. Directors and Officers. The directors and officers of Micron immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, until their successors shall have been elected and qualified or until otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation, or the Bylaws of the Surviving Corporation.

2. Manner of Conversion of Shares and Options.

2.1. Rendition Common Stock. Upon the Effective Time, each share of the Common Stock of Rendition, no par value (the "Rendition Common Stock") issued and outstanding immediately prior thereto, other than shares, if any, for which dissenters' rights have been perfected in compliance with applicable law, will by virtue of the Merger, and without any action by the holder thereof or any other person, be converted into and represent the right to receive 0.1816970 (such fractional interest being referred to herein as the "Conversion Ratio") of one share of the fully paid and nonassessable Common Stock, par value \$0.10 per share, of Micron (the "Micron Common Stock").

2.2. Rendition Preferred Stock. Upon the Effective Time, each share of the Preferred Stock, no par value, of Rendition, whether designated as Series A Preferred Stock, Series B Preferred Stock, or Series C Preferred Stock (collectively, the "Rendition Preferred Stock") issued and outstanding immediately prior thereto, other than shares, if any, for which dissenters' rights have been perfected in compliance with applicable law, will by virtue of the Merger, and without any action by the holder thereof or any other person, be converted into and represent the right to receive a fraction of a share of fully paid and nonassessable Micron Common Stock, determined by multiplying the number of shares of Rendition Common Stock into which such shares of Rendition Preferred Stock were convertible immediately prior to the Effective Time by the Conversion Ratio.

2.3. Fractional Shares. No fractional shares of Micron Common Stock will be issued in connection with the Merger, but in lieu thereof each holder of Rendition Common Stock and/or Rendition Preferred Stock (collectively, "Rendition Stock") who would otherwise be entitled to receive a fraction of a share of Micron Common Stock will receive from Micron, promptly after the Effective Time, an amount of cash equal to the average closing sale price of Micron Common Stock as quoted on the New York Stock Exchange for the

twenty day period immediately preceding (but not including) the day on which the Effective Time occurs multiplied by the fraction of a share of Micron Common Stock to which such holder would otherwise be entitled. The fractional interests of each holder of Rendition Stock (each a "Rendition Shareholder" and collectively the "Rendition Shareholders") will be aggregated so that no Rendition Shareholder will receive cash in an amount equal to or greater than the value of one full share of Micron Common Stock.

2.4. Exchange of Certificates. As soon as practicable after the Effective Time, the Surviving Corporation will send to all Rendition Shareholders a letter of transmittal with instructions for the exchange of certificates representing Rendition Stock (the "Certificates") for certificates representing the appropriate number of shares of Micron Common Stock. Upon surrender of a Certificate for cancellation, together with such other documents as may be reasonably required by Micron, the Rendition Shareholder holding such Certificate shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of Micron Common Stock, and cash in lieu of fractional shares, which such Rendition Shareholder has the right to receive pursuant to the provisions of this Agreement and the Plan, and the Certificate so surrendered shall forthwith be canceled. Until surrendered as contemplated herein, each Certificate shall be deemed, on and after the Effective Time, to evidence the ownership of the number of full shares of Micron Common Stock into which such shares of Rendition Stock shall have been so converted, and the right to receive an amount in lieu of any fractional shares of Micron Common Stock as contemplated by this Agreement, the Plan and the Delaware Law or the California Law.

2.5. Dissenting Shares. Notwithstanding the foregoing, shares of Rendition Stock as to which dissenters' rights have been effectively asserted in accordance with the California Law, and which have not been withdrawn, shall not be exchanged pursuant to the terms of this Section 2, but shall receive the treatment provided for pursuant to the California Law. Shares of Rendition Stock that are outstanding immediately prior to the Effective Time and with respect to which dissenters' rights can no longer be legally exercised under the California Law will be converted into shares of Micron Common Stock as provided in this Section 2.

2.6. Conversion of Rendition Options. Upon the Effective Time, each of the then outstanding options (collectively, the "Rendition Options") exercisable for the purchase of Rendition Common Stock granted pursuant to the Rendition 1994 Equity Incentive Plan, as amended (the "Plan") will by virtue of the Merger and in accordance with the terms of the Plan and such Rendition Option, and without any action on the part of any holder thereof, be converted into an option (a "Micron Option") to purchase the number of shares of Micron Common Stock determined by multiplying the number of shares of Rendition Common Stock subject to such Rendition Option at the Effective Time by the

Conversion Ratio, at an exercise price per share of Micron Common Stock equal to the exercise price per share of such Rendition Option immediately prior to the Effective Time divided by the Conversion Ratio and rounded up to the nearest cent. If the foregoing calculation results in a converted option being exercisable for a fraction of a share of Micron Common Stock, then the number of shares of Micron Common Stock subject to such Micron Option will be rounded down to the nearest whole share, with no cash being payable for such fractional share. The remaining terms of each Micron Option shall be substantially the same as those applicable to the Rendition Options being converted, as provided in the Plan.

3. Further Assignments. After the Effective Time, the Surviving Corporation and its officers and directors may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to Rendition's property or rights and otherwise to carry out the purposes of this Agreement and the Plan, in the name of Rendition or otherwise.

4. Miscellaneous.

4.1. Plan. The Plan and this Agreement are intended to be construed together in order to effectuate their purposes.

4.2. Termination. Notwithstanding the approval of this Agreement by the shareholders of Rendition, this Agreement may be terminated at any time prior to the Effective Time by the mutual written agreement of Micron and Rendition, or in the event that the Plan is terminated in accordance with its terms. In the event of the termination of this Agreement as provided above, this Agreement will forthwith become void and there will be no liability on the part of either Micron or Rendition or their respective officers and directors, except as otherwise provided in the Plan.

4.3. Amendment. This Agreement may be amended by the parties hereto at any time before or after approval by the shareholders of Rendition, but, after such approval, no amendment will be made which, by applicable law, requires the further approval of the shareholders of Rendition without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of Micron and Rendition.

4.4. Assignment; Binding Upon Successors and Assigns. No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.5. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of

Delaware (irrespective of its choice of law principles). In the event of any claim or dispute arising hereunder, the parties consent to the exclusive jurisdiction and venue of the federal and state courts residing in Boise, Idaho.

4.6. Counterparts. This Agreement may be executed in two or more 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 parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

RENDITION, INC.

MICRON TECHNOLOGY, INC.

By: John Zucker
JOHN ZUCKER

By: _____

Title: CEO

Title: _____

Attest:

Attest:

By: Laura Perrone
LAURA PERRONE, CFO

By: _____

SLC:0018674.01

Delaware (irrespective of its choice of law principles). In the event of any claim or dispute arising hereunder, the parties consent to the exclusive jurisdiction and venue of the federal and state courts residing in Boise, Idaho.

4.6. Counterparts. This Agreement may be executed in two or more 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 parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

RENDITION, INC.

MICRON TECHNOLOGY, INC.

By: _____

By: 
STEVEN R. APPLETON

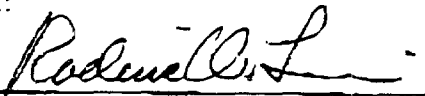
Title: _____

Title: Chairman of the Board, CEO and President

Attest:

Attest:

By: _____

By: 
RODERIC W. LEWIS
VICE PRESIDENT &
GENERAL COUNSEL

SLC:0018674.01