

05-04-1999



101029124  
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
- 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  Change of Name
- Other

Effective Date  
Month Day Year  
8 8 97

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

7 25 97

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)

USA

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

05/03/1999 DNGUYEN 00000346 500537 1709738

FOR OFFICE USE ONLY

01 FC:401 40.00 CH  
02 FC:402 125.00 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: 1891 FRAME: 0419

**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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1709758"/>	<input type="text" value="1027247"/>	<input type="text" value="2097057"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2099313"/>	<input type="text" value="1927294"/>	<input type="text" value="1922632"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Mark Kusner #31,115

16 APRIL 1999

Name of Person Signing

Signature

Date Signed

State of Delaware  
Office of the Secretary of State

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D549496

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 OWNERSHIP, WHICH MERGES:

"AMERICAN MICROSYSTEMS, INC.", A CALIFORNIA CORPORATION, WITH AND INTO "AMERICAN MICROSYSTEMS HOLDING CORPORATION" UNDER THE NAME OF "AMERICAN MICROSYSTEMS HOLDING CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF AUGUST, A.D. 1997, AT 12:30 O'CLOCK P.M.

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

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

AUG - 8 1997

*Bill Jones*  
BILL JONES, Secretary of State



*Edward J. Freel*

Edward J. Freel, Secretary of State

2310105 8100M

AUTHENTICATION: 8593763

971262206

DATE: 08-06-97

TRADEMARK  
REEL: 1891 FRAME: 0421

**CERTIFICATE OF OWNERSHIP AND MERGER**

**MERGING**

**AMERICAN MICROSYSTEMS, INC.**

**INTO**

**AMERICAN MICROSYSTEMS HOLDING CORPORATION**

American Microsystems Holding Corporation, a corporation organized and existing under the laws of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Corporation was incorporated on the 21st day of September 1992, pursuant to the Laws of the State of Delaware,

SECOND: That the Corporation owns one hundred percent of the outstanding shares of the stock of American Microsystems, Inc., a corporation incorporated on the 23rd day of June 1966, pursuant to the Laws of the State of California ("AMI"),

THIRD: That the Corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written action of its members as of July 22, 1997, determined to and did merge into itself said AMI:

NOW, THEREFORE, BE IT RESOLVED, that the Agreement and Plan of Merger to be entered into by and between the Corporation and AMI, in substantially the form attached hereto (the "Merger Agreement"), each of the transactions contemplated thereby and each of the other matters provided for therein, be and hereby are authorized and approved;

FURTHER RESOLVED, that the officers of the Corporation be, and each hereby is, authorized, empowered and directed to execute and deliver in the name of the Corporation, the Merger Agreement, together with such changes therein as any such officer, in such officer's sole discretion, may deem necessary, appropriate and advisable, with the execution and delivery of the Merger Agreement, with any such changes

therein, to be conclusive evidence of such officer's authority with respect thereto;

FURTHER RESOLVED, that the Merger Agreement and the transactions contemplated thereby are fair to, and in the best interests of, the Corporation's Stockholders (the "Stockholders"), both of whom are entitled to vote on each of the transactions contemplated by the Merger Agreement;

FURTHER RESOLVED, that the officers of the Corporation, be, and each hereby is, authorized, in the name and on behalf of the Corporation, to execute and deliver the Certificate of Ownership and Merger, in the form attached hereto to the Secretary of State of the State of Delaware for filing thereby in accordance with Section 253 of the DGCL;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the officers of the Corporation be, and each hereby is, within the terms of the foregoing resolutions, ratified, confirmed and approved as the act and deed of the Corporation;

FURTHER RESOLVED, that the officers of the Corporation be, and each hereby is, authorized, in the name and on behalf of the Corporation, to take all such actions and to execute and deliver all such instruments and documents, as such officer may, in such officer's sole discretion, deem necessary, appropriate or advisable to effectuate the foregoing resolutions, with the execution and delivery of such instruments and documents to be conclusive evidence of such officer's authority with respect thereto; and

FURTHER RESOLVED, that the merger shall be effective upon the date of filing with the Secretary of State of California of a copy of this Certificate of Ownership and Merger stamped by and filed with the Secretary of State of Delaware; and

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of American Microsystems Holding Corporation at any time prior to the date of filing of the Certificate of Ownership and Merger with the Secretary of State of Delaware.

IN WITNESS WHEREOF, said American Microsystems Holding Corporation has caused this Certificate to be signed by Gerald E. Homstad, its President, this 25th day of July 1997.

AMERICAN MICROSYSTEMS HOLDING CORPORATION

By: Gerald E. Homstad  
Name: Gerald E. Homstad  
Title: President

ATTEST:

By: Brent D. Jensen  
Name: Brent D. Jensen  
Title: Secretary

AGREEMENT AND PLAN OF MERGER

BETWEEN

AMERICAN MICROSYSTEMS HOLDING CORPORATION

AND

AMERICAN MICROSYSTEMS, INC.

This Agreement and Plan of Merger (this "Agreement") is entered into as of July 25, 1997 between American Microsystems Holding Corporation, a Delaware corporation ("Holding"), and American Microsystems, Inc., a California corporation ("AMI").

RECITALS

A. AMI is a California corporation organized on June 23, 1966 and has 1,000 shares of common stock, \$1.00 par value per share (the "AMI Common Stock"), issued and outstanding.

B. Holding is a Delaware corporation organized on September 21, 1992 and has 1,000 shares of common stock, \$1.00 par value per share (the "Holding Common Stock"), issued and outstanding.

C. Holding owns 100% of the issued and outstanding shares of AMI.

D. AMI desires to effect a merger whereby AMI will merge with and into Holding (the "Merger"), with Holding as the surviving corporation and the name of the surviving corporation shall be American Microsystems Holding Corporation.

E. The Board of Directors of AMI has determined that it is advisable and in the best interests of AMI to merge with and into Holding, subject to the terms and conditions provided herein. The Board of Directors of AMI has, by unanimous written action of its Directors dated as of July 22, 1997, duly approved and adopted this Agreement. On July 24, 1997, Holding, as the sole shareholder of all issued and outstanding AMI Common Stock, approved the Merger by written consent.

F. The Board of Directors of Holding has determined that it is advisable and in the best interests of Holding to merge with AMI, subject to the terms and conditions provided herein. The Board of Directors of Holding has, by unanimous written action of the Directors dated as of July 22, 1997, duly approved and adopted this Agreement. On July 24, 1997, the

stockholders of all issued and outstanding Holding Common Stock approved the Merger by unanimous written consent.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and subject to the terms and conditions of this Agreement, AMI and Holding hereby agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. The Merger shall occur at the Effective Time (as defined in Section 1.2 of this Agreement) in accordance with the terms and conditions of this Agreement, Chapter 11 of the California General Corporation Law ("CGCL") and Title 8 of the Delaware General Corporation Law ("DGCL"). At the Effective Time, the separate corporate existence of AMI shall cease, and Holding shall continue its existence as the surviving corporation under the laws of the State of Delaware (the "Surviving Corporation").

1.2 Effective Time of the Merger. Upon the execution of this Agreement, (a) a duly executed Certificate of Ownership and Merger shall be executed by Holding and filed with the Secretary of State of the State of Delaware pursuant to Section 253 of the DGCL and (b) upon receipt of filing with the Secretary of State of the State of Delaware, the duly executed Certificate of Ownership and Merger described in Section 1.2(a) above shall be filed with the Secretary of State of the State of California pursuant to Article 1108 of the CGCL. The Merger shall become effective on August \_\_, 1997 at 12:01 a.m. in accordance with the provisions of Section 259 of the DGCL (the "Effective Time") and Article 1108 of the CGCL.

1.3 Effects of the Merger. Subject to, and without limiting the foregoing, the following shall also occur at the Effective Time:

1.3.1 Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation of Holding, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof and with the DGCL.

1.3.2 By-Laws of the Surviving Corporation. The By-Laws of Holding, as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving



Corporation until altered, amended or repealed in accordance with the provisions thereof and with the DGCL.

1.3.3 *Directors of the Surviving Corporation.* Each person who is a Director of Holding immediately prior to the Effective Time shall continue to be a Director of the Surviving Corporation from and after the Effective Time until their successors are duly elected or appointed, or until their earlier death, resignation, or removal.

1.3.4 *Officers of the Surviving Corporation.* The officers of Holding immediately prior to the Effective Time shall be the officers of the Surviving Corporation, and each such officer shall serve until his or her successor is elected or appointed or until his or her earlier death, resignation, or removal.

1.3.5 *Assumption of Liabilities by the Surviving Corporation.* Immediately upon consummation of the Merger, the separate existence of AMI shall cease and Holding shall succeed, without other transfer, to all the rights and property of AMI and shall be subject to all the debts and liabilities thereof in the same manner as if Holding had itself incurred them.

1.3.6 *Further Assurances.* After the Effective Time, AMI, through the persons who were its officers immediately prior to the Merger, shall execute or cause to be executed such further assignments, assurances or other documents as may be necessary or desirable to confirm title to properties, assets and rights in Holding.

## ARTICLE II

### MANNER, BASIS, AND EFFECT OF CONVERTING SHARES

#### 2.1 *Conversion of Shares.* At the Effective Time:

(a) Each issued and outstanding share of AMI Common Stock or held in the treasury of AMI immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof or any payment therefor, be cancelled and all rights in respect thereof shall cease; and

(b) Each share of Holding Common Stock issued and outstanding or held in the treasury of Holding immediately prior to the Effective Time shall remain a share of Holding Common Stock and will retain the same rights and privileges as it had prior to the Effective Time.

ARTICLE III

MISCELLANEOUS

3.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.

3.2 Severability. In case any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Agreement will not in any way be affected or impaired thereby.

3.3 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware.

3.4 Termination. This Agreement may be amended or terminated by the Board of Directors of Holding at any time prior to the date of filing the Certificate of Ownership and Merger with the Secretary of State of Delaware.

IN WITNESS WHEREOF, AMI and Holding have caused this Agreement to be duly executed by their duly authorized officers as of the day and year first above written.

AMERICAN MICROSYSTEMS, INC.

AMERICAN MICROSYSTEMS HOLDING CORPORATION

By: Gerald E. Hovestad  
Name: GERALD E. HOVSTAD  
Title: PRESIDENT

By: Gerald E. Hovestad  
Name: GERALD E. HOVSTAD  
Title: PRESIDENT

By: Dan Schroeder  
Name: DAN SCHROEDER  
Title: VP OPERATIONS

By: Dan Schroeder  
Name: DAN SCHROEDER  
Title: VP OPERATIONS



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

# TAX CLEARANCE CERTIFICATE

July 21, 1997

EXPIRATION DATE: October 15, 1997

JOES, DAY REAIRS & POGUE  
ATTN GINA KILLIAN  
901 LAKESIDE AV NORTH POINT  
CLEVELAND OH 44114

ISSUED TO: AMERICAN MICROSYSTEMS  
Entity ID 0511104

THIS CERTIFICATE IS VALID ONLY UPON THE SIMULTANEOUS QUALIFICATION OF AMERICAN MICROSYSTEMS HOLDING CORPORATION.

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 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

RECORDED: 04/19/1999

TRADEMARK  
REEL: 1891 FRAME: 0429