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FORM PTO-159

U.S. Patent & TMO/TM Mail Rpt Dt. #26

Docket No. /DBP/B600



ON FORM COVER SHEET
DEMARKS ONLY

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Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

Post Office Box 7068
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies): Digital Furnace Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other <input type="checkbox"/> Exists Under Laws of</p> <p>Additional name(s) of conveying party(ies) attached: No</p>	<p>2. Name and address of receiving party(ies): Name: Broadcom Corporation</p> <p>Street Address: 16215 Alton Parkway, Irvine, California 92618</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other: <input type="checkbox"/> Exists Under Laws of</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? No</p>
<p>3. Name of conveyance:</p> <p><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: 15 February 2000</p>	
<p>4. A. Trademark Application No.(s) 75/708,524, 75/689,637, 75/689,304, 75/689,303</p>	<p>4. B. Trademark Registration No.(s)</p> <p>Additional numbers attached? No</p>
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: D. Bruce Prout</p>	<p>6. Total number of applications or registrations involved..... 4</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 115</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p> <p>9. 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.</p> <p>Date: September 7, 2000</p> <p>By <u><i>D. Bruce Prout</i></u> Name: D. Bruce Prout 626/795-9900</p> <p>I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513 on Date of Deposit: <u>September 7, 2000</u></p>	<p>Total number of pages including cover sheet, attachments, and document: 14</p>

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TRADEMARK
REEL: 002159 FRAME: 0386

10/23/2000 DBP/RNE
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State of California



SECRETARY OF STATE

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

That the attached transcript of 12 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 day of

AUG 18 2000



Bill Jones

Secretary of State

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 CALIFORNIA AGREEMENT OF MERGER

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

FEB 29 2000

OF
 BROADCOM CORPORATION

Bill Jones
 WILL JONES, Secretary of State

AND
 DIGITAL FURNACE CORPORATION

This Agreement of Merger, dated as of the 15th day of February, 2000 ("Agreement of Merger"), between Broadcom Corporation, a California corporation ("Broadcom"), Digital Furnace Corporation, a Georgia corporation (the "Company").

RECITALS

A. The Company was incorporated in the State of Georgia on March 19, 1999 and on the date hereof has outstanding 150,000 shares of Common Stock (the "Company Common Stock"), 550,000 shares of Series A Preferred Stock (the "Series A Stock"), 2,000,001 shares of Series B Preferred Stock (the "Series B Stock") (the Series A Stock and the Series B Stock collectively, the "Company Preferred Stock", and together with the shares of Company Common Stock, the "Company Shares" or "Company Capital Stock").

B. The Company and Broadcom have entered into an Agreement and Plan of Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Agreement of Merger and the Agreement and Plan of Reorganization are intended to be construed together to effectuate their purpose.

C. The Boards of Directors of the Company and Broadcom deem it advisable and in their mutual best interests and in the best interests of the shareholders of the Company, that the Company be acquired by Broadcom through a merger of the Company with and into Broadcom.

D. The Boards of Directors of Broadcom and the Company and the shareholders of the Company have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. The Company shall be merged with and into Broadcom, and Broadcom shall be the Surviving Corporation. Broadcom is sometimes referred to herein as the "Surviving Corporation."

2. The Merger shall become effective at such time (the "Effective Time") as this Agreement of Merger and the officers' certificate of the Company is filed with the Secretary

of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. The maximum number of shares of Broadcom Common Stock to be issued or reserved for issuance as a result of the Merger and the other transactions contemplated by the Agreement and Plan of Reorganization (including Broadcom Common Stock to be reserved for issuance upon exercise of any of the Company Options and Company Warrants to be assumed by Broadcom) shall not exceed the Aggregate Share Number. On the terms and subject to the conditions of the Agreement of Merger, as of the Effective Time, by virtue of the Merger and without any action on the part of Broadcom, the Company or any holder of any Company security, the following shall occur:

(a) Conversion of Company Capital Stock. At the Effective Time, each share of Company Capital Stock which is issued and outstanding immediately prior to the Effective Time (other than any shares of Company Capital Stock to be canceled pursuant to Section 3(b) of this Agreement of Merger and any Dissenting Shares) will be canceled and extinguished and be converted automatically into the right to receive, that number of shares of Class B common stock, par value \$0.0001 per share, of Broadcom ("Broadcom Common Stock") equal to the Exchange Ratio, rounded down to the nearest whole share of Broadcom Common Stock. For purposes of this Agreement of Merger:

(i) "Aggregate Share Number" means seven hundred fifty thousand (750,000) shares of Broadcom Common Stock, subject to adjustment pursuant to Section 3(d) of this Agreement of Merger and minus the number of shares of Broadcom Common Stock that would be issuable in respect of Dissenting Shares.

(ii) "Closing Price" means the average of the last sale prices of Broadcom Class A Common Stock on the twenty (20) trading days ending on the trading day immediately prior to the Effective Time.

(iii) "Dissenting Shares" means any shares of Company Capital Stock held by a holder who has asserted dissenters' rights for such shares in accordance with the Georgia Code and who, as of the Effective Time, has not effectively withdrawn or lost such dissenters' rights.

(iv) "Effective Time" means the time of acceptance by the Secretary of State of the State of California of this Agreement of Merger.

(v) "Exchange Ratio" means the quotient obtained by dividing (x) the Aggregate Share Number by (y) the Outstanding Share Number.

(vi) "Georgia Code" means the Georgia Business Corporation Code and all amendments and additions thereto.

(vii) "Outstanding Share Number" means the aggregate number of shares of Company Common Stock outstanding immediately prior to the Effective Time (assuming the conversion of all shares of Company Preferred Stock into Company Common Stock and the exercise in full, by cash exercise, of all unvested and vested Company Options and all Company Warrants).

(b) Cancellation of Broadcom-Owned and Company-Owned Stock. Each share of Company Capital Stock owned by Broadcom or the Company or any subsidiary of Broadcom or the Company immediately prior to the Effective Time shall be automatically canceled and extinguished without any conversion thereof and without any further action on the part of Broadcom or the Company.

(c) Company Options and Company Stock Plan. At the Effective Time all unexpired and unexercised Company Options then outstanding, whether vested or unvested, shall be assumed by Broadcom in accordance with provisions described below.

(i) At the Effective Time, each unexpired and unexercised Company option issued pursuant to the Amended and Restated Digital Furnace Corporation Stock Incentive Plan adopted on September 21, 1999 (the "Company Stock Plan") which is then outstanding, whether vested or unvested (each, a "Company Option"), shall by virtue of the Merger be assumed by Broadcom together with the Company Stock Plan. Each Company Option so assumed by Broadcom shall continue to have, and be subject to, the same terms and conditions as were applicable to such Company Option immediately prior to the Effective Time (including any repurchase rights or vesting provisions), *provided that* (A) such Company Option shall be exercisable for that number of whole shares of Broadcom Common Stock equal to the product of the number of shares of Company Capital Stock that were issuable upon exercise of such Company Option immediately prior to the Effective Time multiplied by the Exchange Ratio (rounded down to the nearest whole number of shares of Broadcom Common Stock) and (B) the per share exercise price for the shares of Broadcom Common Stock issuable upon exercise of such assumed Company Option shall be equal to the quotient determined by dividing the exercise price per share of Company Capital Stock at which such Company Option was exercisable immediately prior to the Effective Time by the Exchange Ratio (rounded up to the nearest whole number).

(ii) It is the intention of the parties that the Company Options assumed by Broadcom shall qualify following the Effective Time as incentive stock options as defined in Section 422 of the Internal Revenue Code to the same extent the Company Options qualified as incentive stock options immediately prior to the Effective Time, and the provisions of this Section 3(c) shall be applied consistent with this intent.

(iii) At the Effective Time, Broadcom shall assume the Company's obligations, and shall be assigned the Company's repurchase rights and purchase options, under any restricted stock purchase agreements entered into pursuant to the Company Stock Plan or in connection with any Company restricted stock held by founders of the Company or otherwise. Any and all restrictions on the Company restricted stock issued pursuant to the Company Stock Plan or such other agreements which do not lapse in accordance with their terms (as in effect on February 15, 2000) shall continue in full force and effect until such restrictions lapse pursuant to the terms of such agreements, and any repurchase rights or purchase options which the Company has with respect to the Company restricted stock shall also continue in full force and effect.

(d) Adjustments to Exchange Ratio. The Exchange Ratio shall be equitably adjusted to reflect fully the effect of any stock split, reverse split, stock combination, stock dividend (including any dividend or distribution of securities convertible into Broadcom Common Stock or Company Capital Stock), reorganization, reclassification, recapitalization or

other like change with respect to Broadcom Common Stock or Company Capital Stock, the effective date of which occurs after the date hereof and prior to the Effective Time.

(e) Fractional Shares. No fraction of a share of Broadcom Common Stock will be issued in the Merger, but in lieu thereof, each holder of shares of Company Capital Stock who would otherwise be entitled to a fraction of a share of Broadcom Common Stock (after aggregating all fractional shares of Broadcom Common Stock to be received by such holder) shall be entitled to receive from Broadcom an amount of cash (rounded to the nearest whole cent) equal to the product of (a) such fraction, multiplied by (b) the Closing Price.

(f) Capital Stock of Broadcom. Each share of Broadcom Common Stock and each share of Class A Common Stock, par value \$0.0001 per share, of Broadcom which is issued and outstanding immediately prior to the Effective Time shall remain outstanding as one validly issued, fully paid and nonassessable share of the same class of common stock of the Surviving Corporation, with identical rights and privileges. From and after the Effective Time, each share certificate of Broadcom theretofore evidencing ownership of any such shares shall evidence ownership of such shares of capital stock of the Surviving Corporation.

4. Any Dissenting Shares shall not be converted into Broadcom Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the law of the State of Georgia. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into Broadcom Common Stock in accordance with Section 3 of this Agreement of Merger.

5. The conversion of the Company Common Stock into the right to receive the applicable number of shares or fraction of a share of Broadcom Common Stock as provided by this Agreement of Merger shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Company Common Stock and Company Preferred Stock shall thereupon be entitled to receive shares of Broadcom Common Stock in accordance with this Agreement of Merger.

6. At the Effective Time of the Merger, the separate existence of the Company shall cease, and Broadcom shall succeed, without other transfer, to all of the rights and properties of the Company and shall be subject to all the debts and liabilities thereof in the same manner as if Broadcom had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of the Company shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all the property, rights, privileges, powers and franchises of the Company shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

7. This Agreement of Merger is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

8. (a) At the Effective Time, the articles of incorporation of Broadcom, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation from and after the Effective Time until thereafter amended as provided by law and such articles of incorporation and by-laws of the Surviving Corporation.

(b) The by-laws of Broadcom, as in effect immediately prior to the Effective Time, shall be the by-laws of the Surviving Corporation until thereafter amended as provided by such by-laws, the articles of incorporation and applicable law.

(c) The directors and officers of Broadcom immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

9. (a) Notwithstanding the approval of this Agreement of Merger by the shareholders of the Company, this Agreement of Merger shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

(b) In the event of the termination of this Agreement of Merger as provided above, this Agreement of Merger shall forthwith become void and there shall be no liability on the part of the Company or Broadcom or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

(c) This Agreement of Merger may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Agreement of Merger may be amended by the parties hereto any time before or after approval hereof by the shareholders of the Company, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

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

BROADCOM CORPORATION

By: *W. R. ...*
VICE PRESIDENT

By: *...*
SECRETARY

DIGITAL FURNACE CORPORATION

By: *...*
Name: *...*
President

By: *...*
Name: *...*
Secretary

♦♦ CALIFORNIA AGREEMENT OF MERGER ♦♦

PALETTES:UPA(1)845711(2) JV(1)1000

OFFICERS' CERTIFICATE
OF
BROADCOM CORPORATION

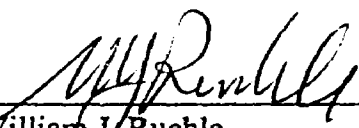
The undersigned, William J. Ruehle and David Dull, hereby certify on behalf of
Broadcom Corporation, a California corporation ("Broadcom"):

1. That they are duly elected, acting and qualified Vice President and
Secretary, respectively, of Broadcom.

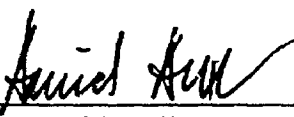
2. The Agreement of Merger in the form attached was approved by the Board
of Directors of Broadcom in accordance with Section 1101 of the California General Corporation
Law.

3. No vote of the shareholders of Broadcom was required pursuant to Section
1201(b) of the California Corporations Code.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Francisco, California on February 28, 2000.



Name: William J. Ruehle
Title: Vice President and Chief Financial Officer



Name: David Dull
Title: Vice President and Secretary

OFFICERS' CERTIFICATE

OF

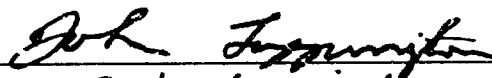
DIGITAL FURNACE CORPORATION

John Lappington, President, and Daniel Howard, Secretary, of Digital Furnace Corporation, a corporation duly organized and existing under the laws of the State of Georgia (the "Company"), do hereby certify:

1. That they are the duly elected, acting and qualified President and the Secretary, respectively, of the Company.
2. There are two authorized classes of shares, consisting of ten million (10,000,000) shares of Common Stock, par value \$0.001 per share and two million six hundred fifty thousand (2,650,000) shares of Preferred Stock, par value \$0.001 per share. There were one hundred fifty thousand (150,000) shares of Common Stock, five hundred fifty thousand (550,000) shares of Series A Preferred Stock and two million one (2,000,001) shares of Series B Preferred Stock outstanding and entitled to vote on the Agreement of Merger in the form attached.
3. The Agreement of Merger in the form attached was duly approved by the board of directors of the Company in accordance with the Georgia Business Corporation Code.
4. Approval of the Agreement of Merger by the holders of (i) at least a majority of the outstanding shares of Common Stock voting separately as a class and by the holders of (ii) at least a majority of the outstanding Series A Preferred Stock and Series B Preferred Stock, voting together as a single class and not as separate series was required. The percentage of the outstanding shares of each class of the Company's shares entitled to vote on

the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.

Each of the undersigned declares under penalty of perjury under the laws of the State of California, that the statements contained in the foregoing certificate are true of their own knowledge. Executed on February 28, 2000.


Name: John Leppington
Title: President

Name:
Title:

Each of the undersigned declares under penalty of perjury under the laws of the State of California, that the statements contained in the foregoing certificate are true of their own knowledge. Executed on

February 28, 2000.

Name:

Title:

Daniel Howard

Name: *Daniel Howard*

Title: *Secretary*

