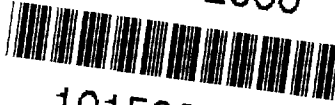


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Box Assignment  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

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):<br/><b>Bluesteel Networks, Inc.</b> <i>10-16-00</i></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association<br/> <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership<br/> <input checked="" type="checkbox"/> Corporation<br/> <input type="checkbox"/> Other<br/> <input checked="" type="checkbox"/> Exists Under Laws of the State of Delaware</p> <p>Additional name(s) of conveying party(ies) attached: <b>No</b></p>  | <p>2. Name and address of receiving party(ies):<br/>Name: <b>Broadcom Corporation</b><br/>Street Address:<br/><b>16215 Alton Parkway, Irvine, California 92618-3616</b></p> <p><input type="checkbox"/> Individual(s) citizenship<br/> <input type="checkbox"/> Association<br/> <input type="checkbox"/> General Partnership<br/> <input type="checkbox"/> Limited Partnership<br/> <input checked="" type="checkbox"/> Corporation<br/> <input type="checkbox"/> Other:<br/> <input checked="" type="checkbox"/> Exists Under Laws of <b>the State of California</b></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:<br/><br/>(Designation must be a separate document from Assignment).<br/>Additional name(s) &amp; address(es) attached? <b>No</b></p> |
| <p>3. Name of conveyance:</p> <p><input type="checkbox"/> Assignment      <input checked="" type="checkbox"/> Merger<br/> <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name<br/> <input type="checkbox"/> Other:</p> <p>Execution Date: <b>1 March 2000</b></p>  | <p>4. A. Trademark Application No.(s)<br/>75/816,803, 75/816,599</p> <p>4. B. Trademark Registration No.(s)</p> <p>Additional numbers attached? <b>No</b></p>  |
| <p>5. Please return the recorded document and address all correspondence to:<br/><br/><b>CHRISTIE, PARKER &amp; HALE, LLP</b><br/>P.O. Box 7068<br/>Pasadena, CA 91109-7068<br/>Attention: <b>D. Bruce Prout</b></p> <p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p>  | <p>6. Total number of applications or registrations involved..... <span style="border: 1px solid black; padding: 2px;">2</span></p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41):      \$ 65</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to <b>Deposit Account No. 03-1728</b>, 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>9. Statement and signature.<br/>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: October 11, 2000</p> <p>By <u><i>D. Bruce Prout</i></u><br/>Name: <b>D. Bruce Prout</b><br/>626/795-9900</p> <p><b>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:</b><br/>Date of Deposit: <u><i>October 11, 2000</i></u></p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">10</span></p> |  |

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REEL: 002165 FRAME: 0336

# State of California



## SECRETARY OF STATE

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

That the attached transcript of 8 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

SEP 19 2000



*Bill Jones*

Secretary of State

A0540679

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

1696389 *sun*  
AGREEMENT OF MERGER  
OF  
BLUESTEEL NETWORKS, INC.  
AND  
BROADCOM CORPORATION

MAR 01 2000 *nd*

*Bill Jones*  
L. JONES, Secretary of State

This Agreement of Merger, dated as of the 1<sup>st</sup> day of March, 2000 ("Agreement of Merger"), between BlueSteel Networks, Inc., a Delaware corporation (the "Company"), and Broadcom Corporation, a California corporation ("Broadcom").

RECITALS

- A. The Company and Broadcom have entered into a Merger 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.
- B. 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 stockholders of the Company, that the Company be acquired by Broadcom through a merger ("Merger") of the Company with and into Broadcom.
- C. The Boards of Directors of Broadcom and the Company and the stockholders 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' certificates of Broadcom and the Company are 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. At the Effective Time of the Merger (i) all shares of Common Stock of the Company, par value \$.001 per share (the "Company Common Stock"), that are owned directly or indirectly by the Company or any subsidiary of the Company shall be cancelled, and no securities of Broadcom or other consideration shall be delivered in exchange therefor; (ii) each of the issued and outstanding shares of Broadcom shall remain outstanding as one validly issued, fully paid and nonassessable share of the capital stock of Broadcom; and (iii) each of the issued and outstanding shares of Company Common Stock (other than shares, if any, held by persons who have demanded and perfected dissenters' rights for such shares in accordance with the Corporations Code of the State of California and who, as of the Effective Time, have not effectively withdrawn or lost such dissenters'

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rights, referred to hereinafter as "Dissenting Shares", and those shares being cancelled under clause (j) above) shall be converted automatically into and exchanged for 0.43315537 of a share of Broadcom Class B Common Stock (the "Broadcom Common Stock"), rounded down to the nearest whole number of shares.

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 California. 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.

5. The conversion of the Company Common Stock into 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 shall thereupon be entitled to receive shares of Broadcom Common in accordance with the Agreement and Plan of Reorganization.

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.

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 remain 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 the Agreement and Plan of Reorganization by the stockholders of the Company, this Agreement of Merger shall terminate prior to the effective date 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

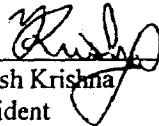
liability on the part of the Company or Broadcom or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.


(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 stockholders of the Company, but, after such approval, no amendments shall be made which by law require the further approval of such stockholders 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.

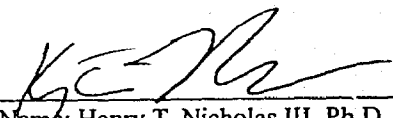
IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

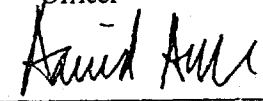
BLUESTEEL NETWORKS, INC.

By:   
Name: Suresh Krishna  
Title: President

By:   
Name: Christopher Owen  
Title: Secretary

BR. ADCOM CORPORATION

By:   
Name: Henry T. Nicholas III, Ph.D.  
Title: President and Chief Executive Officer

By:   
Name: David A. Dull  
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]


OFFICERS' CERTIFICATE  
RELATING TO APPROVAL OF  
AGREEMENT OF MERGER BY  
BROADCOM CORPORATION


William J. Ruchle and David A. Dull certify that:

1. They are the Vice President and the Secretary, respectively, of Broadcom Corporation, a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors of the corporation alone under the provisions of Section 1201 of the California General Corporation Law.

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 Irvine, California this 1<sup>st</sup> day of March, 2000.

  
\_\_\_\_\_  
William J. Ruchle, Vice President

  
\_\_\_\_\_  
David A. Dull, Secretary

OFFICERS' CERTIFICATE  
OF  
BLUESTEEL NETWORKS, INC.

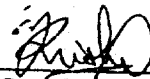
Suresh Krishna, President, and Christopher Owen, Secretary, of BlueSteel Networks, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby certify:

1. That they are the duly elected, acting and qualified President and the Secretary, respectively, of the Corporation.
2. There are two authorized classes of shares, consisting of 30,000,000 shares of Common Stock and 10,000,000 shares of Preferred Stock. There were 12,406,848 of Common Stock and 3,250,975 of Series A 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 Corporation in accordance with the Corporations Code of the State of California.
4. Approval of the Agreement of Merger by the holders of at least a majority of the outstanding shares of Common Stock, by the holders of at least a majority of the outstanding shares of Preferred Stock and by the holders of at least a majority of the outstanding shares of Common Stock and Preferred Stock (voting together) was required. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger and of the classes of the Corporation's share entitled to vote on the Agreement of Merger, voting together, which voted to approve the Agreement of Merger equaled or exceeded the vote required.



5. All of the outstanding shares of Preferred Stock which were entitled to vote on the Agreement of Merger were converted into shares of Common Stock after such vote and prior to the effective time of the merger.

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 Mountain View, California, on March 1, 2000.



Name: Suresh Krishna  
Title: President



Christopher Owen, Secretary

