

06-15-2001

Docket No. 42160/DBP/B600

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

101752061

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): Sibyte, Inc. <i>6-8-01</i></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 checked="" type="checkbox"/> Exists Under Laws of Delaware</p> <p>Additional name(s) of conveying party(ies) attached: No</p>	<p>2. Name and address of receiving party(ies): Name: Broadcom Corporation Street Address: 16215 Alton Parkway Irvine, California 92618-3616</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 checked="" type="checkbox"/> Exists Under Laws of California</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: December 15, 2000</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?</p>
<p>4. A. Trademark Application No.(s) <i>75/542,977</i></p>	<p>4. B. Trademark Registration No.(s)</p> <p> 06-08-2001 U.S. Patent & TMO/TM Mail Rpt Dt. #34</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..... 1</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</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: June <i>5</i>, 2001</p> <p>By <i>D. Bruce Prout</i> 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: <i>June 5, 2001</i></p> <p>Total number of pages including cover sheet, attachments, and document: 11</p>	

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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 9 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

APR 24 2001

Bill Jones

Secretary of State



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FILED *EKB*
In the Office of the Secretary of State
of the State of California

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AGREEMENT OF MERGER
OF
SIBYTE, INC.
AND
BROADCOM CORPORATION

DEC 15 2000

Bill Jones
BILL JONES, Secretary of State

This Agreement of Merger, dated as of the 15th day of December, 2000 ("Agreement of Merger"), between SiByte, Inc., a Delaware corporation (the "Company"), and Broadcom Corporation, a California corporation ("Broadcom").

RECITALS

A. The Company and Broadcom have entered into an Amended and Restated Merger Agreement and Plan of Reorganization (the "Reorganization Agreement") dated as of December 6, 2000 by and between Broadcom, the Company, and with respect to Article 7 and Article 9 thereof only, Leo A. Joseph, as Stockholder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent, providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Agreement of Merger and the Reorganization Agreement 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 Merger. 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. Effective Time. The Merger shall become effective at such time (the "Effective Time") as this Agreement of Merger and the officers' certificates of each 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. Conversion. At the Effective Time of the Merger (i) all shares of Common Stock of the Company, \$.001 par value per share (the "Company Common Stock"), that are owned directly or indirectly by Broadcom or the Company or any subsidiary of Broadcom or the Company immediately prior to the Effective Time shall be automatically cancelled and extinguished without any conversion thereof and without any further action on the part of Broadcom or the Company, and no securities of Broadcom or other consideration shall be delivered in exchange therefor; (ii) each of the issued and outstanding shares of capital stock

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of Broadcom shall remain outstanding as one validly issued, fully paid and nonassessable share of the capital stock of Broadcom, with identical rights and privileges; 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 or the Delaware General Corporation Law and who, as of the Effective Time, have not effectively withdrawn or lost such dissenters' rights, referred to hereinafter as "Dissenting Shares," and those shares being cancelled under clause (i) above) shall be converted automatically into and exchanged for 0.4305 of a share of Broadcom Class A Common Stock par value \$.0001 per share (the "Broadcom Common Stock").

4. 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) \$145.28.

5. Dissenting Shares. 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 Corporations Code of the State of California or the Delaware General Corporation Law. 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.

6. Conversion of Company Capital Stock. 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 Stock in accordance with the Reorganization Agreement.

7. Effect of the Merger. At the Effective Time, 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. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Broadcom shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company and Broadcom shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

8. Plan of Reorganization. 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.

9. Articles of Incorporation; Bylaws; Directors and Officers of Surviving Corporation.

(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 until thereafter amended as provided by law and such articles of incorporation and bylaws of the Surviving Corporation.

(b) At the Effective Time, the bylaws of Broadcom, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended as provided by such bylaws, 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, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation.

10. Miscellaneous.

(a) Notwithstanding the approval of this Agreement of Merger by the stockholders of the Company, this Agreement of Merger shall terminate forthwith in the event that the Reorganization Agreement shall be terminated as therein provided prior to the effective date of this Agreement of Merger.


(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 Reorganization Agreement.

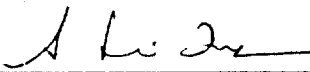
(c) This Agreement of Merger may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(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 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.

SIBYTE, INC.

By: 
Name: Daniel Dobberpuhl
Title: President and Chief Executive Officer

By: 
Name: Leo A. Joseph
Title: Secretary

BROADCOM 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]

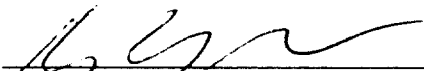
IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

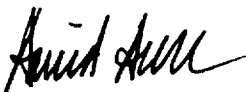
SIBYTE, INC.

By: _____
Name: Daniel Dobberpuhl
Title: President and Chief Executive Officer

By: _____
Name: Leo A. Joseph
Title: Secretary

BROADCOM 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]

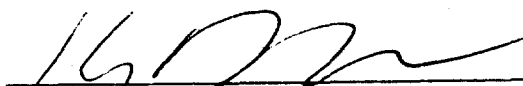
OFFICERS' CERTIFICATE
OF
BROADCOM CORPORATION

Henry T. Nicholas III, Ph.D., President, and David A. Dull, Secretary, of Broadcom Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. That they are the duly elected, acting and qualified President and Secretary, respectively, of the Corporation.
2. That 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 1200 of the California Corporations Code.
3. No vote of the shareholders of the Corporation was required pursuant to Section 1201(b) of the California Corporations Code.

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 15 day of December, 2000.


Henry T. Nicholas III, Ph.D., President


David A. Dull, Secretary

OFFICERS' CERTIFICATE
OF
SIBYTE, INC.

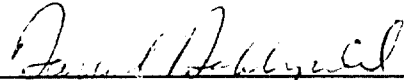
Daniel Dobberpuhl, President, and Leo A. Joseph, Secretary, of SiByte, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby certify that:

1. 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 6,617,611 shares of Preferred Stock, the designation and status of which are as follows: 450,000 shares are designated as Series A Preferred Stock, 2,117,648 shares are designated as Series B Preferred Stock, 1,148,546 shares are designated as Series C Preferred Stock, 499,880 shares are designated as Series D Preferred Stock, and 2,401,537 shares are designated as Series E Preferred Stock. There were 13,412,675 shares of Common Stock, 450,000 shares of Series A Preferred Stock, 2,117,647 shares of Series B Preferred Stock, 1,148,546 shares of Series C Preferred Stock, 479,880 shares of Series D Preferred Stock, and 1,919,369 shares of Series E 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 Delaware General Corporation Law.
4. The Agreement of Merger was required to be approved 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 Common Stock and Preferred Stock (voting together on an "as converted" basis) and by at least a majority of the outstanding shares of Preferred Stock (with all series voting together on an "as converted" basis). The percentage of the

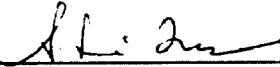
outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.

5. All of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Series E Preferred Stock 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 Santa Clara, California, on December 15, 2000.



Name: Daniel Dobberpuhl
Title: President



Name: Leo A. Joseph
Title: Secretary

