

06-22-2001

FORM PTO-1594



Docket No. 45185/KMO/B600

IEET

101758148

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

Post Office Box 7068
Pasadena, CA 91109-7068
6.14.01

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

<p>1. Name of conveying party(ies): Newport Communications, Inc.</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 California</p> <p>Additional name(s) of conveying party(ies) attached: No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Broadcom Corporation</p> <p>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 the state 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: October 3, 2000</p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached:</p> <p>(Designation must be a separate document from Assignment). Additional name(s) & address(es) attached? No</p>
<p>4. A. Trademark Application No.(s) 75/748,000</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: Kathleen M. Olster</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 13, 2001</p> <p>By <u><i>Kathleen M. Olster</i></u> Name: Kathleen M. Olster 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 PATENT, WASHINGTON, D.C. 20231 ON <i>6-13-01</i> <i>Kathleen M. Olster</i> DATE SIGNATURE</p> <p>Total number of pages including cover sheet, attachments, and document: 12</p>	

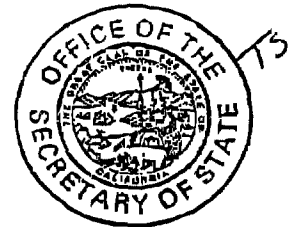
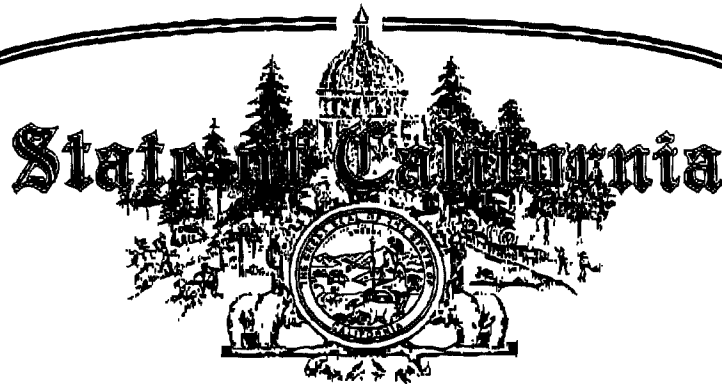
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KMO/nml

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TRADEMARK
REEL: 002317 FRAME: 0376



SECRETARY OF STATE

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 day of

JUN 12 2001



Bill Jones

Secretary of State

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FILED
In the Office of the Secretary of State
of the State of California
OCT 03 2000
Bill Jones
W. L. JONES, Secretary of State

**AGREEMENT OF MERGER
OF
NEWPORT COMMUNICATIONS, INC.
AND
BROADCOM CORPORATION**

This Agreement of Merger, dated as of the 3rd day of October, 2000 ("Agreement of Merger"), between Newport Communications, Inc., a California 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 "Reorganization Agreement") dated as of August 9, 2000 by and among Broadcom, the Company, and with respect to Article 7 and Article 9 of the Reorganization Agreement only, Armond Hairapetian, as Shareholder Agent, and U.S. Stock Transfer Corporation, as Depository 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 shareholders 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 shareholders 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, no par value (the "Company Common Stock"), all shares of the Series A Preferred Stock of the Company, no par value (the "Company Series A Preferred Stock"), and all shares of the Series B Preferred Stock of the Company, no par value (the "Company Series B Preferred 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; (iii) each of the issued and outstanding shares of the 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' rights, referred to hereinafter as "Dissenting Shares", those shares held of record by Broadcom and those shares being cancelled under (i) above) shall be converted automatically into and exchanged for 0.17111664 shares of Broadcom Class A Common Stock (the "Broadcom Common Stock"); (iv) each of the issued and outstanding shares of the Company Series A Preferred (other than Dissenting Shares, those shares held of record by Broadcom and those shares being cancelled under (i) above) shall be converted automatically into and exchanged for 0.25667496 shares of Broadcom Common Stock; and each of the issued and outstanding shares of the Company Series B Preferred (other than Dissenting Shares, those shares held of record by Broadcom and those shares being cancelled under (i) above) shall be converted automatically into and exchanged for 0.25667496 shares of 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 Common Stock and/or Company Series A Preferred Stock and/or Company Series B Preferred 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) \$244.67.

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 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.

6. Conversion of Company Capital Stock. The conversion of the Company Common Stock, Company Series A Preferred Stock and Company Series B Preferred 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, Company Series A Preferred Stock and Company Series B Preferred 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 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, 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 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.

10. Miscellaneous.

(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 Reorganization Agreement 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 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 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.

NEWPORT COMMUNICATIONS, INC.

By: *A. Hairapetian*
Name: Armond Hairapetian
Title: President and Chief Executive Officer

By: *R. A. Fink*
Name: Richard A. Fink
Title: Secretary

BROADCOM CORPORATION

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

By: *David A. Dull*
Name: David A. Dull
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

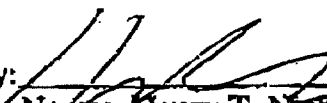
IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

NEWPORT COMMUNICATIONS, INC.

By: _____
Name: Armond Hairapetian
Title: President and Chief Executive Officer

By: _____
Name: Richard A. Fink
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
NEWPORT COMMUNICATIONS, INC.

Armond Hairapetian, President, and Richard A. Fink, Secretary, of Newport Communications, Inc., 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 the Secretary, respectively, of the Corporation.
2. There are two authorized classes of shares, consisting of 50,000,000 shares of Common Stock and 13,577,115 shares of Preferred Stock, 6,184,616 shares of which are designated as Series A Preferred Stock and 5,392,499 shares of Series B Preferred Stock. On September 13, 2000, which was the record date fixed by the board of directors of the Corporation so that the Corporation could determine the shareholders entitled to vote on the Merger, there were 12,822,564 shares of Common Stock, 6,184,616 shares of Series A Preferred Stock and 5,357,559 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 Corporation in accordance with the Corporations Code of the State of California.
4. Approval of the Agreement of Merger by the holders of (i) at least a majority of the outstanding shares of Common Stock, voting as a separate class, (ii) at least a majority of the outstanding shares of Common Stock and Preferred Stock with each share of Preferred Stock entitled to vote a number of shares equal to the whole number of shares of Company Common Stock into which such shares of Preferred Stock would be converted on the applicable record date, combined, (iii) at least a majority of the outstanding shares of the Series A Preferred Stock and Series B Preferred Stock, combined, (iv) at least a majority of the outstanding shares of the Series B Preferred Stock, voting as a separate class and (v) at least a majority of the outstanding shares of the Series A Preferred Stock, voting as a separate class, was required to approve the Agreement of Merger. 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.

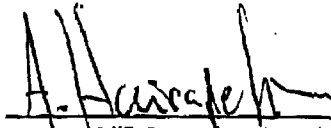
5. Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in Irvine, California, on October 3rd 2000.

Armond Hairapetian, President

Richard A. Fink

Richard A. Fink, Secretary

5. 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 Irvine, California, on October 3rd, 2000.



Armond Hairapetian, President

Richard A. Fink, Secretary

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 3rd day of October, 2000.


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

David A. Dull, Secretary

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 3rd day of October, 2000.

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



David A. Dull, Secretary

