

D#



01-14-2002



101945947

Docket No. 47305/KMO/B600

ET

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): ALLAYER COMMUNICATIONS <i>1-7-02</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 California</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: <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 11, 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? NO</p>
<p>4. A. Trademark Application No.(s) <i>01/11/2002 TDIAZ1 00000272 2393897</i> <i>01 PC:481 40.00 OP</i></p>	<p>4. B. Trademark Registration No.(s) <i>2,393,897</i></p> <p>Additional numbers attached? NO</p>
<p>5. Please return the recorded document and address all correspondence to: 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: December 4, 2001</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 22202-4513 on: Date of Deposit: <i>Dec 4 2001</i></p> <p>By: <i>Kathleen Olster</i> Name: Kathleen M. Olster 626/795-9900</p> <p>Total number of pages including cover sheet, attachments, and document: 15</p>	

KMO/edb

EDB PAS399819 1--12/4/01 9:58 AM

State of California



SECRETARY OF STATE

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

That the attached transcript of 1 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

NOV 21 2001



Bill Jones

Secretary of State

1696389
 AGREEMENT OF MERGER
 OF

ALLAYER COMMUNICATIONS
 AND
BROADCOM CORPORATION

DEC 11 2000
B. Jones
 BILL JONES, Secretary of State

This Agreement of Merger, dated as of the 11th day of December, 2000 (this "Agreement of Merger"), between Allayer Communications, a California corporation (the "Company"), and Broadcom Corporation, a California corporation ("Broadcom").

RECITALS

A. The Company and Broadcom have entered into reorganization agreement (the "Reorganization Agreement") dated as of September 29, 2000 by and among Broadcom, the Company, and with respect to Article 7 and Article 9 of the Reorganization Agreement only, Cheng-chung Shih, as Shareholder 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 each deem it advisable and in their mutual best interests and in the best interests of their shareholders that the Company be acquired by Broadcom through a merger (the "Merger") of the Company with and into Broadcom.

C. The Boards of Directors of each 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 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 (the "California Code").

3. Definitions; Conversion.

(a) Definitions. For purposes of this Section 3, the following terms shall have the meanings set forth below:

"Aggregate Common Amount" means the Aggregate Share Number (before giving effect to either the "First Earn-Out" or the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement) minus the Aggregate Preferred Amount; *provided*, that for purposes of determining the number of additional shares of Broadcom Common Stock and options (if any) allocable pursuant to the "First Earn-Out" or the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement) to the persons who immediately prior to the Effective Time were holders of Company Common Stock and Company Options, the Aggregate Common Amount shall be reduced to exclude shares of Broadcom Common Stock issuable upon exercise of Company Warrants and shall be increased to include the shares of Broadcom Common Stock (if any) issued or reserved for issuance pursuant to the "First Earn-Out" or the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement).

"Aggregate Common Number" means the aggregate number of shares of Company Common Stock outstanding immediately prior to the Effective Time (including all shares of Company Common Stock issued or issuable upon exercise, conversion or exchange in full of all unvested and vested Company Options, Company Warrants and Company Stock Purchase Rights (if any) which are not exercised, converted, exchanged or expired as of the Effective Time); *provided*, that for purposes of determining the number of additional shares of Broadcom Common Stock and options (if any) allocable pursuant to the "First Earn-Out" or the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement) to the persons who immediately prior to the Effective Time were holders of Company Common Stock and Company Options, the Aggregate Common Number shall be reduced to exclude the shares of Company Common Stock issuable upon exercise of Company Warrants.

"Aggregate Preferred Amount" means the aggregate number of shares of Broadcom Common Stock with a dollar value (based on the Closing Price) equal to the dollar amount payable in the event of a liquidation pursuant to the Company's Restated Articles of Incorporation in respect of the shares of Company Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock which are outstanding immediately prior to the Effective Time and which have not been converted into Company Common Stock.

"Aggregate Share Number" means two million twenty-three thousand four hundred fifty (2,023,450) shares of Broadcom Common Stock, subject to increase by the amount (if any) of the "First Earn-Out" and the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement).

"Closing Price" means \$156.91.

"Common Stock Exchange Ratio" means the quotient obtained by dividing (a) the Aggregate Common Amount by (b) the Aggregate Common Number.

"Company Options" means any Option to purchase Company stock, excluding the Company Preferred Stock and the Company Warrants.

"Company Stock Purchase Right" means any right to (i) purchase Company Restricted Stock granted pursuant to Section 3 of the Company Stock Plan or otherwise, or (ii) receive Company stock accrued pursuant to the Representative Stock Bonus Plan.

"Company Warrants" means any and all warrants to purchase Company stock.

"Series A Exchange Ratio" means the greater of (a) the number of shares and/or fraction of a share of Broadcom Common Stock with a dollar value (based on the Closing Price) equal to the dollar amount payable per share of Company Series A Preferred Stock pursuant to Section 3 of Article III.D of the Company's Restated Articles of Incorporation in the event of a "liquidation" (as defined therein), or (b) the Common Stock Exchange Ratio, calculated without giving effect to either the "First Earn-Out" or the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement) and without giving effect to the proviso in the definitions of "Aggregate Common Amount" and "Aggregate Common Number".

"Series B Exchange Ratio" means the greater of (a) the number of shares and/or fraction of a share of Broadcom Common Stock with a dollar value (based on the Closing Price) equal to the dollar amount payable per share of Company Series B Preferred Stock pursuant to Section 3 of Article III.D of the Company's Restated Articles of Incorporation in the event of a "liquidation" (as defined therein), or (b) the Common Stock Exchange Ratio, calculated without giving effect to either the "First Earn-Out" or the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement) and without giving effect to the proviso in the definitions of "Aggregate Common Amount" and "Aggregate Common Number".

"Series C Exchange Ratio" means the greater of (a) the number of shares and/or fraction of a share of Broadcom Common Stock with a dollar value (based on the Closing Price) equal to the dollar amount payable per share of Company Series C Preferred Stock pursuant to Section 3 of Article III.D of the Company's Restated Articles of Incorporation in the event of a "liquidation" (as defined therein), or (b) the Common Stock Exchange Ratio, calculated without giving effect to either the "First Earn-Out" or the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement) and without giving effect to the proviso in the definitions of "Aggregate Common Amount" and "Aggregate Common Number".

"Series D Exchange Ratio" means the greater of (a) the number of shares and/or fraction of a share of Broadcom Common Stock with a dollar value (based on the Closing Price) equal to the dollar amount payable per share of Company Series D Preferred Stock pursuant to Section 3 of Article III.D of the Company's Restated Articles of Incorporation in the event of a "liquidation" (as defined therein), or (b) the Common Stock Exchange Ratio, calculated without giving effect to either the "First Earn-Out" or the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement) and without giving effect to the proviso in the definitions of "Aggregate Common Amount" and "Aggregate Common Number".

(b) Maximum Number of Shares of Broadcom Common Stock to be Issued; Effect on Outstanding Securities of the Company. The maximum number of shares of Class A common stock, par value \$0.0001 per share, of Broadcom ("Broadcom Common Stock") to be issued (including Broadcom Common Stock to be reserved for issuance upon exercise of any of the Company Options, Company Warrants or Company Stock Purchase Rights (if any) to be assumed by Broadcom as provided herein and in the Reorganization Agreement) in exchange for the acquisition by Broadcom of all shares of Company stock which are issued and outstanding immediately prior to the Effective Time and all vested and unvested Company Options, Company Warrants and Company Stock Purchase Rights (if any) which are then outstanding shall not exceed the Aggregate Share Number. No adjustment shall be made in the number of shares of Broadcom Common Stock issued in the Merger as a result of any consideration (in any form whatsoever) received by the Company from the date hereof to the Effective Time as a result of any exercise, conversion or exchange of Company Options, Company Warrants or Company Stock Purchase Rights (if any). On the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of Broadcom, the Company or the holder of any shares of the Company stock or Company Options, Company Warrants or Company Stock Purchase Rights (if any), the following shall occur:

(i) Conversion of Company Stock. Each share of Company common stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company common stock to be canceled pursuant to this Section 3(b) and any Dissenting Shares (as provided in Section 5 of this Agreement of Merger) shall be converted automatically into the right to receive, following the expiration or early termination of any waiting period under the HSR Act which is applicable to the holder of such share, that number of shares of Broadcom Common Stock equal to the Common Stock Exchange Ratio (and cash in lieu of any fractional shares as provided in Section 4 of this Agreement of Merger). Each share of Company Series A Preferred Stock, Company Series B Preferred Stock, Company Series C Preferred Stock and Company Series D Preferred Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company preferred stock to be canceled pursuant to this Section 3(b) and any Dissenting Shares (as provided in Section 5 of this Agreement of Merger) shall be converted automatically into the right to receive, following the expiration or early termination of any waiting period under the HSR Act which is applicable to the holder of such share, that number of shares of Broadcom Common Stock equal to the Series A Exchange Ratio, the Series B Exchange Ratio, the Series C Exchange Ratio, or the Series D Exchange Ratio, respectively (and cash in lieu of any fractional shares as provided in Section 4 of this Agreement of Merger).

(ii) Cancellation of Broadcom-Owned and Company-Owned Stock. Each share of Company 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.

(iii) Capital Stock of Broadcom. Each share of Broadcom Common Stock and each share of Class B 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 continue to evidence ownership of such shares of capital stock of the Surviving Corporation.

(iv) Company Options and Company Stock Plan. All unexpired and unexercised Company Options, Company Warrants and Company Stock Purchase Rights (if any), then outstanding, whether vested or unvested, together with the Company Stock Plan, shall be assumed by Broadcom in accordance with provisions set forth below.

(A) Each unexpired and unexercised Company Option, Company Warrant and Company Stock Purchase Right (if any) then outstanding, whether vested or unvested, shall be, in connection with the Merger, assumed by Broadcom, together with the Company Stock Plan. Each Company Option, Company Warrant and Company Stock Purchase Right (if any) so assumed by Broadcom under this Agreement shall continue to have, and be subject to, the same terms and conditions as were applicable to such Company Option, Company Warrant or Company Stock Purchase Right (if any) immediately prior to the Effective Time (including any repurchase rights or vesting provisions), *provided* that (A) such Company Option, Company Warrant or Company Stock Purchase Right (if any), as the case may be, shall be exercisable for that number of whole shares of Broadcom Common Stock equal to the product of the number of shares of Company stock that were issuable upon exercise of such Company Option, Company Warrant or Company Stock Purchase Right (if any) immediately prior to the Effective Time multiplied by the Exchange Ratio applicable to the series of Company stock subject to such Company Option, Company Warrant or Company Stock Purchase Right (if any) (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, Company Warrant, or Company Stock Purchase Right (if any), as the case may be, shall be equal to the quotient determined by dividing the exercise price per share of Company stock at which such Company Option, Company Warrant or Company Stock Purchase Right (if any) was exercisable immediately prior to the Effective Time by the Exchange Ratio applicable to the series of Company stock subject to such Company Option, Company Warrant or Company Stock Purchase Right (if any) (rounded up to the nearest whole cent). 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(b) shall be applied consistent with this intent.

(B) 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 1997 Equity Incentive Plan (the "Company Stock Plan") and the other restricted stock purchase agreements listed on Schedule 1.6(d)(ii) to the Reorganization Agreement. Except as provided in Section 1.6(d)(ii) of the Reorganization Agreement, 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 August 7, 2000) shall continue in full force and effect until such restrictions lapse pursuant to the terms of such agreements.

and any repurchase rights or repurchase options which the Company has with respect to the Company Restricted Stock shall also continue in full force and effect. In the event that Broadcom issues any shares of Broadcom Common Stock in the "First Earn-Out" or "Second Earn-Out" (as such terms are defined in the Reorganization Agreement), the per share repurchase price for the shares of Broadcom Common Stock that were issued in exchange for shares of Company Common Stock subject to any such repurchase right or purchase option shall be adjusted accordingly.

(C) In the event of an increase pursuant to the "First Earn-Out" or the "Second Earn-Out" (as such terms are defined in the Reorganization Agreement) in the number of shares of Broadcom Common Stock for which a Company Option is exercisable, the exercise price shall be adjusted accordingly and such additional shares (A) shall be subject to the same forfeiture provisions, the same limitations on exercise and the same rights of repurchase in favor of the Company (as assigned pursuant to this Agreement to Broadcom) as the other shares underlying such Company Option and (B) shall vest proportionately with the other shares underlying such Company Option in accordance with the same vesting schedule applicable to such other shares.

(c) No Further Ownership Rights in Company Stock. All shares of Broadcom Common Stock issued upon the surrender for exchange of shares of Company stock in accordance with the terms hereof (including any cash in lieu of fractional shares) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company stock, and there shall be no further registration of transfers on the records of the Company of shares of Company stock which were outstanding immediately prior to the Effective Time.

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 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.

5. Dissenting Shares. Any Dissenting Shares ("Dissenting Shares" means any shares of Company stock held by a holder who has demanded and perfected appraisal rights for such shares in accordance with the California Code and who as of the Effective Time, has not effectively withdrawn or lost such appraisal or dissenters' rights) shall not be converted into or represent a right to receive 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 California Code. 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 Stock. The conversion of Company stock into Broadcom Common Stock as provided by this Agreement of Merger shall occur automatically at the Effective Time without action by the holders thereof. Each holder of Company stock shall thereupon be entitled to receive shares of Broadcom Common Stock.

7. Effect of the Merger. At the Effective Time, the separate corporate 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, By-Laws and 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) 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 of the Surviving Corporation 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 shareholders of the Company, this Agreement of Merger shall terminate forthwith in the event that the Reorganization Agreement shall be terminated prior to the filing of this Agreement of Merger with the Secretary of State of California.


(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.

ALLAYER COMMUNICATIONS

By: 
Name: Cheng-chung Shih
Title: President and Chief Executive Officer

By: 
Name: Cheng-chung Shih
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

TRADEMARK

REEL: 002420 FRAME: 0688

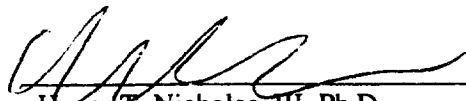
IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

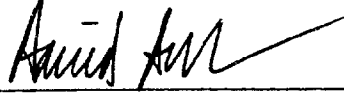
ALLAYER COMMUNICATIONS

By: _____
Name: Cheng-chung Shih
Title: President and Chief Executive Officer

By: _____
Name: Cheng-chung Shih
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

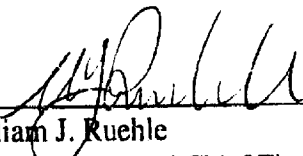
OFFICERS' CERTIFICATE
OF
BROADCOM CORPORATION

William J. Ruehle, Vice President and Chief Financial Officer and Cary J.A. Berger, Assistant Secretary, of Broadcom Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify on behalf of the Corporation:

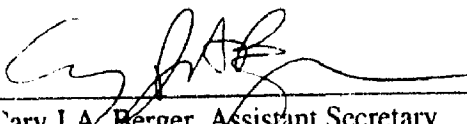
1. That they are the duly elected, acting and qualified Vice President and Chief Financial Officer and Assistant Secretary, respectively, of the Corporation.
2. That the Agreement of Merger in the form attached was entitled to be approved by the Board of Directors of the Corporation alone under the provisions 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 11th day of December, 2000.



William J. Ruehle
Vice President and Chief Financial Officer




Cary J.A. Berger, Assistant Secretary


**OFFICERS' CERTIFICATE
OF
ALLAYER COMMUNICATIONS**

Cheng-chung Shih, President, Chief Executive Officer and Secretary, of Allayer Communications, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), does hereby certify:

1. He is the duly elected, acting and qualified President and Secretary of the Corporation.
2. There are two authorized classes of shares, common and preferred, consisting of 75,000,000 shares of Common Stock, 5,065,102 shares of Series A Preferred Stock, 3,309,964 shares of Series B Preferred Stock, 2,663,540 shares of Series C Preferred Stock and 5,000,000 shares of Series D Preferred Stock. There were 9,564,231 shares of Common Stock, 5,065,102 shares of Series A Preferred Stock, 3,309,964 shares of Series B Preferred Stock, 2,663,540 shares of Series C Preferred Stock and 3,803,937 shares of Series D 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 the Corporation's Common Stock and the Corporation's Preferred Stock, each voting separately as a class, is required by California law and in the Corporation's Articles of Incorporation. 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.

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 Jose, California, on December 11, 2000.


Name: Cheng-chung Shih
Title: President


Name: Cheng-chung Shih
Title: Secretary

