

01-30-2002



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

1. Name of conveying party(ies):
LynuxWorks, Incorporated **1-23-02**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: LynuxWorks, Incorporated
Internal Address: _____
Street Address: 855 Branham Lane East
City: San Jose State: CA ZIP: 95138

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 4, 2001

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)		B. Trademark Registration No.(s)
<u>76/012145</u>	76/153380	2,443,510
75/919504	76/140198	2,489,106
75/919365		2,154,285
76/012146		2,022,614

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John L. Slafsky/Ryan S. Hilbert
Internal Address: _____

Wilson Sonsini Goodrich & Rosati
Street Address: 650 Page Mill Road

City: Palo Alto State: CA ZIP: 94304

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41)..... \$ 265.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: if fee insufficient please use
23-2415 Attn: 09826-900
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Ryan S. Hilbert Ryan S. Hilbert 10/30/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01/30/2002 6TON11 00000041 76012145

01 FC:481 40.00 DP
02 FC:482 225.00 DP

State of Delaware
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:
"LYNEXWORKS, INCORPORATED", A CALIFORNIA CORPORATION,
WITH AND INTO "LYNEXWORKS, INCORPORATED" UNDER THE NAME OF "LYNEXWORKS, INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTH DAY OF SEPTEMBER, A.D. 2001, AT 5 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3262648 8100M

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AUTHENTICATION: 1327695

DATE: 09-04-01

TRADEMARK
REEL: 2432 FRAME: 0843

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 05:00 PM 09/04/2001
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**AGREEMENT AND PLAN OF MERGER OF
LYNIXWORKS, INCORPORATED, A DELAWARE CORPORATION,
AND LYNIXWORKS, INCORPORATED, A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of September 4, 2001 (the "Agreement") is between LynixWorks, Incorporated, a Delaware corporation ("LynixWorks-Delaware"), and LynixWorks, Incorporated, a California corporation ("LynixWorks-California"). LynixWorks-Delaware and LynixWorks-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. LynixWorks-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 70,000,000 shares, \$0.001 par value of which 48,000,000 shares are designated "Common Stock" and 22,000,000 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 1,300,000 shares are designated Series A Preferred Stock, 1,281,000 shares are designated Series B Preferred Stock, 544,998 shares are designated Series C Preferred, 1,500,000 shares are designated Series D Preferred Stock, 857,988 shares are designated Series E-1 Preferred Stock, 6,621,268 shares are designated Series E-2 Preferred Stock and 8,071,207 shares are designated Series F Preferred Stock. As of the date hereof, 100 shares of Common Stock of LynixWorks-Delaware were issued and outstanding, all of which are held by LynixWorks-California. There were no shares of Preferred Stock outstanding.

B. LynixWorks-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 70,000,000 shares, no par value, of which 48,000,000 shares are designated "Common Stock," no par value, and 22,000,000 shares are designated "Preferred Stock," no par value. Of the authorized shares of Preferred Stock, 1,300,000 shares are designated Series A Preferred Stock, 1,281,000 shares are designated Series B Preferred Stock, 544,998 shares are designated Series C Preferred, 1,500,000 shares are designated Series D Preferred Stock, 857,988 shares are designated Series E-1 Preferred Stock, 6,621,268 shares are designated Series E-2 Preferred Stock and 8,071,207 shares are designated Series F Preferred Stock.

C. The Board of Directors of LynixWorks-California has determined that, for the purpose of effecting the reincorporation of LynixWorks-California in the State of Delaware, it is advisable and in the best interests of LynixWorks-California and its shareholders that LynixWorks-California merge with and into LynixWorks-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors and shareholders or stockholders of LynixWorks-Delaware and LynixWorks-California have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, LynixWorks-Delaware and LynixWorks-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

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NO. 261 P004

I

MERGER

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California Corporation Law, LynuxWorks-California shall be merged with and into LynuxWorks-Delaware (the "Merger"), the separate existence of LynuxWorks-California shall cease, LynuxWorks-Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be LynuxWorks, Incorporated.

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders or stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Agreement and Plan of Merger or an executed counterpart of this Agreement meeting the requirements of the California Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of LynuxWorks-California shall cease, and LynuxWorks-Delaware, as the Surviving Corporation: (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger; (ii) shall be subject to all actions previously taken by its and LynuxWorks-California's Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of LynuxWorks-California in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of LynuxWorks-California in the same manner as if LynuxWorks-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporation Law.

II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Certificate of Incorporation.** The Certificate of Incorporation of LynuxWorks-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the

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Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 **Bylaws.** The Bylaws of LynuxWorks-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 **Directors and Officers.** The directors and officers of LynuxWorks-California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III

MANNER OF CONVERSION OF STOCK

3.1 **LynuxWorks-California Common Stock.** Upon the Effective Date of the Merger, each share of LynuxWorks-California Common Stock issued and outstanding immediately prior thereto shall, by virtue of this Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 **LynuxWorks-California Preferred Stock.** Upon the Effective Date of the Merger, each share of LynuxWorks-California Preferred Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of the same Series of Preferred Stock, \$0.001 par value, of the Surviving Corporation.

3.3 **LynuxWorks-California Options and Stock Purchase Rights.** Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the 1988 Stock Option Plan, 1992 Stock Plan, 1997 Stock Plan, Integrated Software & Devices Corporation ("ISDCorp") 2000 Equity Incentive Plan, and ISDCorp 2000 Executive Equity Incentive Plan. Each outstanding and unexercised option convertible into LynuxWorks-California Common Stock shall become an option convertible into the Surviving Corporation's Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for each share of LynuxWorks-California Common Stock issuable pursuant to any such option on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such LynuxWorks-California option at the Effective Date of the Merger.

3.4 **LynuxWorks-California Warrants.** Upon the Effective Date of the Merger, each outstanding and unexercised warrant convertible into LynuxWorks-California Common Stock or Preferred Stock shall become a warrant convertible into the Surviving Corporation's Common Stock or Preferred Stock on the basis of one (1) share of the Surviving Corporation's Common Stock or Preferred Stock for each share of LynuxWorks-California Common Stock or Preferred Stock issuable pursuant to any such warrant on the same terms and conditions.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options equal to the number of shares of LynuxWorks-California Common Stock so reserved immediately prior to the Effective Date of the Merger.

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3.5 LynuxWorks-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of LynuxWorks-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by LynuxWorks-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.6 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of LynuxWorks-California capital stock may, at such shareholder's option, surrender the same for cancellation to the exchange agent designated by the Surviving Corporation (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and Series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of LynuxWorks-California capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and Series of the Surviving Corporation's capital stock into which such shares of LynuxWorks-California capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of LynuxWorks-California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of LynuxWorks-Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of LynuxWorks-Delaware that such tax has been paid or is not payable.

IV

GENERAL

4.1 Covenants of LynuxWorks-Delaware. LynuxWorks-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California Corporation Law;

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by LynuxWorks-Delaware of all of the franchise tax liabilities of LynuxWorks-California; and

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NO. 251 P007

(c) Take such other actions as may be required by the California Corporation Law.

4.2 Further Assurances. From time to time, as and when required by LynuxWorks-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of LynuxWorks-California such deeds and other instruments, and there shall be taken or caused to be taken by LynuxWorks-Delaware and LynuxWorks-California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by LynuxWorks-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of LynuxWorks-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of LynuxWorks-Delaware are fully authorized in the name and on behalf of LynuxWorks-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either LynuxWorks-California or LynuxWorks-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of LynuxWorks-California or by the sole stockholder of LynuxWorks-Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or Series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would materially adversely affect the holders of any class of shares or Series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801, County of New Castle, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 855 Branham Lane East, San Jose, CA 95138 and copies thereof will be furnished to any shareholder or stockholder of either constituent Corporation, upon request and without cost.

4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California Corporation Law.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

* * *

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IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of LynuxWorks-Delaware and LynuxWorks-California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

LynuxWorks, Incorporated
a Delaware corporation

By: Inder Singh
Inder Singh, President and Chief Executive Officer

Steven Bochmer
Steven Bochmer, Secretary

LynuxWorks, Incorporated,
a California corporation

By: Inder Singh
Inder Singh, President and Chief Executive Officer

Steven Bochmer
Steven Bochmer, Secretary

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NO.261 P009


LynuxWorks, Incorporated
(Surviving Corporation)

OFFICERS' CERTIFICATE


Inder Singh and Steven Bochmer certify that:

1. They are the President and Chief Executive Officer and the Secretary, respectively, of LynuxWorks, Incorporated, a corporation organized under the laws of the State of Delaware.
2. The corporation has an authorized capital of 70,000,000 shares, \$0.001 par value of which 48,000,000 shares are designated "Common Stock" and 22,000,000 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 1,300,000 shares are designated Series A Preferred Stock, 1,281,000 shares are designated Series B Preferred Stock, 544,998 shares are designated Series C Preferred, 1,500,000 shares are designated Series D Preferred Stock, 857,988 shares are designated Series E-1 Preferred Stock, 6,621,268 shares are designated Series E-2 Preferred Stock and 8,071,207 shares are designated Series F Preferred Stock.
3. There were 100 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). There were no shares of Preferred Stock outstanding.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of 100% of the outstanding shares of Common Stock of LynuxWorks-Delaware.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.
6. Inder Singh and Steven Bochmer further declare under penalty of perjury under the laws of the State of Delaware that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in San Jose, California on September 4, 2001.



 Inder Singh, President and Chief Executive Officer



 Steven Bochmer, Secretary

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NO.251 P010


LynuxWorks, Incorporated
(California Corporation)

OFFICERS' CERTIFICATE


Inder Singh and Steven Bochner certify that:

1. They are the President and Chief Executive Officer and the Secretary, respectively, of LynuxWorks, Incorporated, a corporation organized under the laws of the State of California.
2. The corporation has an authorized capital of 70,000,000 shares, no par value of which 48,000,000 shares are designated "Common Stock" and 22,000,000 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 1,300,000 shares are designated Series A Preferred Stock, 1,281,000 shares are designated Series B Preferred Stock, 544,998 shares are designated Series C Preferred, 1,500,000 shares are designated Series D Preferred Stock, 857,988 shares are designated Series E-1 Preferred Stock, 6,621,268 shares are designated Series E-2 Preferred Stock and 8,071,207 shares are designated Series F Preferred Stock.
3. There were 12,844,879 shares of Common Stock, 1,300,000 shares of Series A Preferred Stock, 1,281,000 shares of Series B Preferred Stock, 544,998 shares of Series C Preferred Stock, 1,500,000 shares of Series D Preferred Stock, 857,988 shares of Series E-1 Preferred Stock, 6,621,268 shares of Series E-2 Preferred Stock, and 8,071,207 shares of Series F Preferred Stock issued and outstanding as of the date of the shareholders' written consent approving the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). All shares of Common Stock and Preferred Stock outstanding were entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was (i) greater than 50% of the votes entitled to be cast by holders of Common Stock, voting together as a separate class, (ii) greater than 66 2/3% of the votes entitled to be cast by the holders of the Series A, B, C, D and E-1 Preferred Stock, voting separately as a class, (iii) greater than 66 2/3% of the votes entitled to be cast by the holders of the Series E-2 Preferred Stock, voting separately as a class, and (iv) greater than 66 2/3% of the votes entitled to be cast by the holders of the Series F Preferred Stock, voting separately as a class.
6. Inder Singh and Steven Bochner further declare under penalty of perjury under the laws of the State of California that each has read the foregoing certificate and knows the contents thereof and that the same is true of their own knowledge.

Executed in San Jose, California on September 4, 2001



 Inder Singh, President and Chief Executive Officer



 Steven Bochner, Secretary

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