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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):

International Microcircuits, Inc.

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

Date of execution of attached Document: **February 23, 2001**

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

2. Name and address of receiving party(ies):

Name: **Cypress Semiconductor Corporation**

Street Address: **3901 N. First Street**

City: **San Jose** State/Country: **California** ZIP: **95134**

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

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3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Description/TAB

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

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

A. Trademark Application No.(s):
75/921,451 and 76/025,796 and 76/026,052

B. Trademark Registration Number(s):

2,396,195 and 1,694,052

Additional numbers attached? Yes No.

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **John H. Weber**
Internal Address: **BAKER & HOSTETLER LLP
Washington Square, Suite 1100
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5304**

6. Total number of applications and registrations involved:**5**

7. Total fee (37 CFR 3.41)..... **\$140.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **50-20-36**

Atty. Dkt. No.: **87233-130 ; 87233-131 ; 87233-132 ; 87233-133
and 87233-134**

(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.

John H. Weber
Name of Person Signing

Signature

Date

6.27.2

Total number of pages comprising cover sheet: 1

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

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AGREEMENT OF MERGER
OF CLOCK ACQUISITION CORPORATION,
A CALIFORNIA CORPORATION
AND
INTERNATIONAL MICROCIRCUITS, INC.,
A CALIFORNIA CORPORATION

FEB 23 2001

Bill Jones
H. JONES, Secretary of State

This Agreement of Merger (the "Agreement"), is made and entered into as of February 23, 2001 by and between International Microcircuits, Inc., a California corporation ("IMI" or the "Company") and Clock Acquisition Corporation, a California corporation ("Merger Sub" and, together with IMI, the "Constituent Corporations") and a wholly owned subsidiary of Cypress Semiconductor Corporation, a Delaware corporation ("Parent").

RECITALS

A. Parent, IMI and Merger Sub have entered into an Agreement and Plan of Reorganization dated January 16, 2001 (the "Reorganization Agreement"), providing, among other things, for the execution and filing of this Agreement of Merger and the merger of Merger Sub with and into IMI upon the terms set forth in the Reorganization Agreement and this Agreement of Merger (the "Merger"). Capitalized terms used but not defined herein shall have the meanings set forth in the Reorganization Agreement.

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that Merger Sub be merged with and into IMI and have approved this Agreement and the Merger.

C. The Reorganization Agreement, this Agreement and the Merger have been approved by the shareholders of IMI and by the sole shareholder of Merger Sub.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, each of the Constituent Corporations hereby agrees that Merger Sub shall be merged with and into IMI in accordance with the Reorganization Agreement and the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

ARTICLE I

THE CONSTITUENT CORPORATIONS

1.1 IMI. IMI is a corporation duly organized and existing under the laws of the State of California. As of the date of hereof, the authorized capital stock of the Company consists of 25,000,000 shares of authorized Common Stock, of which 5,067,676 shares are issued and outstanding, and 6,600,000 shares of authorized Preferred Stock, 3,330,000 of which are designated Series A Redeemable Preferred Stock (which are defined below as "Company Series A Preferred Stock"), none of which are issued and outstanding, and 3,330,000 of which are designated Convertible Preferred Stock (which are defined below as "Company Mandatorily Redeemable

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Preferred Stock"), of which 3,159,128 are issued and outstanding. Immediately prior to the Effective Time (as defined in Section 2.2), each share of Company Mandatorily Redeemable Convertible Preferred Stock shall convert automatically into one (1) share of Company Series A Preferred Stock and 3.375 shares of Company Common Stock. After the conversion described in the foregoing sentence, each such share of Company Mandatorily Redeemable Preferred Stock shall be retired and cease to exist. IMI was incorporated under the laws of the State of California in November 1972.

1.2 **Merger Sub.** Merger Sub is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 1,000 shares, all of which are designated Common Stock, no par value. As of the date of this Agreement, 1,000 shares of Common Stock are outstanding and held by Parent. Merger Sub was incorporated under the laws of the State of California in December 2000.

ARTICLE II

THE MERGER

2.1 **The Merger.** At the Effective Time (as defined in Section 2.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the California General Corporation Law ("California Law"), Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation. The surviving corporation after the Merger is sometimes referred to hereinafter as the "Surviving Corporation."

2.2 **Filing and Effectiveness.** This Agreement, together with the officers' certificates of each of the Constituent Corporations required by California Law (the "Officers' Certificates"), shall be filed with the California Secretary of State at the time specified in the Reorganization Agreement. The Merger shall become effective upon the acceptance by the California Secretary of State of the filing of this Agreement and the Officers' Certificates (the "Effective Time").

2.3 **Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of California Law. 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 Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

2.4 **Articles of Incorporation; Bylaws.** At the Effective Time, the Articles of Incorporation of the Company shall be amended and restated as set forth on Exhibit A.

2.5 **Directors and Officers.** Unless otherwise determined by Parent prior to the Effective Time, the directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold the office of a director of the Surviving Corporation in accordance with the provisions of California Law and the Articles of Incorporation and Bylaws of the Surviving Corporation until their successors are duly elected and qualified. The officers of

Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the provisions of the Bylaws of the Surviving Corporation.

2.6 Merger Consideration.

(a) Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"20-Day Average Price" shall mean the average closing price of a share of Parent Common Stock for the twenty (20) trading days beginning on the twenty second (22nd) trading day prior to the Effective Time and ending on the third (3rd) trading day prior to the Effective Time, as reported on the New York Stock Exchange.

"Company Capital Stock" shall mean shares of Company Common Stock, Company Preferred Stock and any shares of other Company capital stock.

"Company Common Stock" shall mean shares of common stock, no par value, of the Company.

"Company Convertible Securities" shall mean Company Options and any other rights (other than Company Preferred Stock) to acquire or receive shares of Company Capital Stock.

"Company Mandatorily Redeemable Preferred Stock" shall mean shares of Convertible Preferred Stock, no par value, of the Company.

"Company Options" shall mean all issued and outstanding options to purchase or otherwise acquire Company Capital Stock, whether or not vested, but shall not include Company Preferred Stock.

"Company Preferred Stock" shall mean shares of Company Mandatorily Redeemable Preferred Stock and Company Series A Preferred Stock.

"Company Series A Preferred Stock" shall mean shares of Series A Redeemable Preferred Stock, no par value, of the Company.

"Company Shareholders" shall mean holders of any shares of Company Capital Stock immediately prior to the Effective Time.

"Escrow Amount" shall mean an amount of cash equal to \$12,550,000.

"Exchange Price" shall mean (i) the Total Transaction Value less the Total Redemption Amount divided by (ii) the Total Outstanding Shares plus the number of shares of Company Common Stock issuable upon exercise of Company Options (other than the New Options) outstanding at the Effective Time (with the result rounded to four decimal places).

"New Options" shall mean those options referred to on Schedule 1.6 of the Reorganization Agreement.

"Option Exchange Ratio" shall mean (i) the Exchange Price divided by (ii) the 20-Day Average Price.

"Per Share Redemption Amount" shall mean (i) the Total Redemption Amount divided by (ii) the number of shares of Company Series A Preferred Stock outstanding at the Effective Time.

"Total Outstanding Shares" shall mean the number of shares of Company Common Stock and Company Convertible Securities (other than Company Options) outstanding immediately prior to the Effective Time, except shares to be cancelled pursuant to Section 2.6(g) below.

"Total Redemption Amount" shall mean cash in the amount of \$12,442,000.

"Total Transaction Value" shall mean \$125,500,000 (provided, however, that if the Company's Third Party Expenses (as defined in Section 5.4 of the Reorganization Agreement) exceed \$2,000,000, then the Total Transaction Value shall be reduced to the extent that such Third Party Expenses exceed \$2,000,000).

(b) Conversion of Company Common Stock.

(i) Subject to the terms and conditions of this Agreement, as of the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, the Company or the holder of any shares of Company Capital Stock, each share of Company Common Stock (including shares issued upon the conversion of outstanding shares of Company Mandatorily Redeemable Preferred Stock) issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares, as defined in Section 2.7) will be canceled and extinguished and be converted automatically into the right to receive, upon surrender of the certificate representing such share of Company Common Stock in the manner provided in Section 2.8(c) an amount of cash equal to the Exchange Price, rounded to the nearest whole cent. No adjustment (i.e., credit) shall be made in the Exchange Price as a result of any cash proceeds received by the Company from the date hereof to the Closing Date pursuant to the exercise of Company Convertible Securities or Company Preferred Stock as such adjustment has been taken into account in calculating the Total Transaction Value. Notwithstanding the foregoing, the amount of cash to be distributed to Company Shareholders shall be reduced pursuant to the escrow provisions of Section 2.8(b) and Article VII of the Reorganization Agreement.

(ii) If any shares of Company Common Stock issued and outstanding immediately prior to the Effective Time are unvested and subject to a repurchase option, risk of forfeiture or other condition under any applicable stock restriction agreement or other agreement with the Company ("Company Restricted Stock"), then the amount of cash payable with respect to such Company Restricted Stock shall be paid in installments, together with interest at the rate of 5.18% from the Effective Time, as such shares of Company Restricted Stock vest and are no longer

subject to such repurchase option, risk of forfeiture or other similar condition. Parent's obligation with respect to such deferred payment to each holder of Company Restricted Stock shall be evidenced by a promissory note in form reasonably acceptable to Parent and the Company.

(c) Conversion of Company Series A Preferred Stock. Subject to the terms and conditions of this Agreement, as of the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, the Company or the holder of any shares of Company Capital Stock, each share of Company Series A Preferred Stock issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares, as defined in Section 2.7) will be canceled and extinguished and be converted automatically into the right to receive, upon surrender of the certificate representing such share of Company Series A Preferred Stock in the manner provided in Section 2.8(c), an amount of cash equal to the Per Share Redemption Amount. Notwithstanding the foregoing, the amount of cash to be distributed to Company Shareholders shall be reduced pursuant to the escrow provisions of Section 2.8(b) and Article VII of the Reorganization Agreement.

(d) Assumption of Company Options. At the Effective Time, each outstanding Company Option issued pursuant to the Company's 1995 Stock Option Plan, the Company's 1997 Equity Incentive Plan and the Company's 2000 Nonstatutory Stock Option Plan (the "1995 Option Plan", the "1997 Option Plan", the "2000 Option Plan", and together, the "Option Plans") or otherwise, whether vested or unvested, will be assumed by Parent in connection with the Merger. Each Company Option so assumed by Parent under this Agreement shall continue to have, and be subject to, the same terms and conditions set forth in the applicable Option Plan and/or as provided in the respective option agreements immediately prior to the Effective Time (including, without limitation, any vesting schedule or repurchase rights), except as follows:

(i) With respect to Company Options other than the New Options,

(1) each such Company Option will be exercisable for that number of whole shares of Parent Common Stock equal to (y) the number of shares of Company Common Stock that were issuable upon exercise of such Company Option immediately prior to the Effective Time multiplied by (z) the Option Exchange Ratio, rounded down to the nearest whole number of shares of Parent Common Stock, and

(2) the per share exercise price for the shares of Parent Common Stock issuable upon exercise of such assumed Company Option will be equal to (y) the exercise price per share of Company Capital Stock at which such Company Option was exercisable immediately prior to the Effective Time divided by (z) the Option Exchange Ratio, rounded up to the nearest whole cent;

(ii) With respect to the New Options,

(1) each New Option will be exercisable for that number of whole shares of Parent Common Stock equal to (y) the number of shares of Company Common Stock that were issuable upon exercise of such New Option immediately prior to the Effective Time multiplied by 0.3333, rounded down to the nearest whole number of shares of Parent Common Stock, and

(2) the per share exercise price for the shares of Parent Common Stock issuable upon exercise of such assumed New Option will be equal to (y) the exercise price per share of Company Capital Stock at which such New Option was exercisable immediately prior to the Effective Time divided by (z) 0.3333, rounded up to the nearest whole cent.

(e) Option Status. It is the intention of the parties hereto that Company Options assumed by Parent following the Closing pursuant to this Section 2.6 will, to the extent permitted by applicable law, qualify as incentive stock options as defined in Section 422 of the Code, to the extent any such Company Options qualified as incentive stock options immediately prior to the Effective Time.

(f) Adjustments to Parent Common Stock. The number of shares of Parent Common Stock issuable upon the exercise of Company Options assumed by Parent pursuant to this Section 2.6 shall be adjusted to reflect fully the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Parent Common Stock or Company Capital Stock), reorganization, recapitalization or other like change with respect to Parent Common Stock or Company Capital Stock after the date hereof.

(g) Cancellation of Parent-Owned and Company-Owned Stock. At the Effective Time, by virtue of the Merger and without any action on the part of any of the parties hereto, each share of Company Capital Stock owned by Parent, Merger Sub, the Company or any direct or indirect wholly-owned subsidiary thereof, immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof.

(h) Capital Stock of Merger Sub. At the Effective Time, by virtue of the Merger and without any action on the part of any of the parties hereto, each share of capital stock of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of the Surviving Corporation. Each stock certificate of Merger Sub evidencing ownership of any shares of Merger Sub shall after the Effective Time evidence ownership of shares of capital stock of the Surviving Corporation.

2.7 Dissenting Shares for Holders of Company Capital Stock.

(a) Notwithstanding any provision of this Agreement to the contrary, any shares of Company Capital Stock held by a holder who has demanded and perfected appraisal rights for such shares in accordance with California Law and who, as of the Effective Time, has not effectively withdrawn or lost such appraisal rights ("Dissenting Shares"), shall not be converted into or represent a right to receive cash pursuant to Section 2.6, but the holder thereof shall only be entitled to such rights as are granted by California Law.

(b) Notwithstanding the provisions of subsection (a), if any holder of shares of Company Capital Stock who demands appraisal of such shares under California Law shall effectively withdraw or lose (through failure to perfect or otherwise) the right to appraisal, then, as of the later of the Effective Time and the occurrence of such event, such holder's shares shall automatically be converted into and represent only the right to receive cash as provided in Section 2.6 (and be subject

to the provisions of Section 7.2 of the Reorganization Agreement), without interest thereon, upon surrender of the certificate representing such shares.

(c) The Company shall give Parent (i) prompt notice of any written demands for appraisal of any shares of Company Capital Stock, withdrawals of such demands, and any other instruments served pursuant to California Law and received by the Company and (ii) the opportunity to participate in all negotiations and proceedings with respect to demands for appraisal under California Law. The Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for appraisal of capital stock of the Company or offer to settle or settle any such demands.

2.8 Surrender of Certificates.

(a) Exchange Agent. The transfer agent of Parent (or another entity reasonably acceptable to Parent and the Company) shall serve as exchange agent (the "Exchange Agent") in the Merger.

(b) Parent to Provide Cash. On or prior to the Closing, Parent shall deliver to the Exchange Agent for exchange in accordance with this Article II an amount of cash sufficient to exchange all outstanding shares of Company Capital Stock; provided that on behalf of the Company Shareholders, Parent shall deposit into the Escrow Fund (as defined in Section 7.2(b) of the Reorganization Agreement) the Escrow Amount out of the cash otherwise payable pursuant to Section 2.6 and this Section 2.8(b). The portion of the Escrow Amount contributed on behalf of any Company Shareholder shall be in proportion to the cash such Company Shareholder would otherwise be entitled to receive in the Merger by virtue of ownership of outstanding shares of Company Capital Stock immediately prior to the Effective Time.

(c) Exchange Procedures. As soon as practicable following the Closing and in any event no later than: the later of (A) ten (10) business days after the time that the Company has provided the Exchange Agent with such information as the Exchange Agent may reasonably request and (B) seven (7) business days after the Closing, Parent shall cause to be mailed to each Company Shareholder (i) a letter of transmittal (which shall be in such form and contain such provisions as Parent and the Company shall mutually agree and which shall specify that delivery shall be effected, and risk of loss and title to the certificates which immediately prior to the Effective Time represented outstanding shares of Company Capital Stock (the "Company Certificates") whose shares are converted into the right to receive cash pursuant to Section 2.6(b) or 2.6(c), shall pass, only upon delivery of the Company Certificates to the Exchange Agent) and (ii) instructions for use in effecting the surrender of the Company Certificates in exchange for cash to which such Company Shareholder is entitled pursuant to Section 2.6(b) or 2.6(c). Upon surrender of a Company Certificate for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, such Company Shareholder shall be entitled to receive, and the Exchange Agent shall promptly deliver in exchange therefor, any cash consideration to be received (less any amount of cash to be deposited in the Escrow Fund on such holder's behalf pursuant to Section 2.8(b) and Article VII of the Reorganization Agreement), and the Company Certificate so surrendered shall

forthwith be canceled. As soon as practicable after the Effective Time, and subject to and in accordance with the provisions of Article VII of the Reorganization Agreement, Parent shall cause to be delivered to the Escrow Agent (as defined in Article VII of the Reorganization Agreement) an amount of cash equal to the Escrow Amount.

(d) Transfers of Ownership. If any portion of the cash Merger consideration is to be paid to any person other than the person(s) in whose name(s) the Company Certificate surrendered in exchange therefor is registered, it will be a condition of such payment that the Company Certificate so surrendered will be properly endorsed and otherwise in proper form for transfer and that the person(s) requesting such exchange will have paid to Parent or any agent designated by it any transfer or other taxes required by reason of the payment of such Merger consideration other than to the registered holder(s) of the Company Certificate surrendered.

(e) Lost, Stolen or Destroyed Certificates. In the event any Company Certificates evidencing shares of Company Capital Stock shall have been lost, stolen or destroyed, the Exchange Agent shall pay in exchange for such lost, stolen or destroyed Company Certificates, upon the delivery by the holder thereof of an affidavit of that fact by the holder thereof containing customary indemnification provisions, the cash issuable in exchange for such lost, stolen or destroyed Company Certificates.

(f) No Liability. Notwithstanding anything to the contrary in this Section 2.8, neither Parent nor any party hereto shall be liable to a holder of shares of Company Capital Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

(g) No Further Ownership Rights in Company Capital Stock. The cash paid to the holders of Company Capital Stock in accordance with the terms hereof shall be deemed to be in full satisfaction of all rights pertaining to shares of Company Capital Stock outstanding prior to the Effective Time, and there shall be no further registration of transfers on the records of Parent of shares of Company Capital Stock that were outstanding prior to the Effective Time. If, after the Effective Time, Company Certificates are presented to Parent for any reason, they shall be canceled and exchanged as provided in this Article II.

(h) Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Company and Merger Sub, the officers and directors of the Company and Parent are fully authorized in the name of their respective corporations or otherwise to take, and will take, all such lawful and necessary action.

ARTICLE III

MISCELLANEOUS

3.1 Termination by Mutual Agreement. Notwithstanding the approval of this Agreement by the shareholders of Merger Sub and IMI, this Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the Board of Directors of Merger Sub and IMI.

3.2 Termination of Agreement and Plan of Reorganization. Notwithstanding the approval of this Agreement by the shareholders of Merger Sub and IMI, this Agreement shall terminate automatically prior to the Effective Time if the Reorganization Agreement shall be terminated as therein provided.

3.3 Effects of Termination. In the event of the termination of this Agreement, this Agreement shall become void and there shall be no liability on the part of either Merger Sub or IMI or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

3.4 Amendment. This Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of either Merger Sub or IMI, but, after any such approval, no amendment will be made which, under the applicable provisions of California Law, requires the further approval of shareholders without obtaining such further approval. This Agreement shall not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

3.6 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without regard to conflict of law principles thereof.

Exhibit A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
INTERNATIONAL MICROCIRCUITS, INC.

I

The name of this corporation is International Microcircuits, Inc.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

This corporation is authorized to issue one class of stock, designated "Common Stock." The total number of shares of Common Stock which this corporation is authorized to issue is 1,000.

IV

Section 1. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Section 2. Indemnification of Directors and Officers. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) of the corporation through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise in excess of that expressly permitted by said Section 317 for said agents to the fullest extent permissible under California law, subject to the limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this corporation or its shareholders.

Section 3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article IV by the shareholders of the corporation shall not adversely affect any

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right of indemnification or limitation of an agent of the corporation relating to acts or omissions occurring prior to such repeal or modification.

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

INTERNATIONAL MICROCIRUITS, INC.

By: I. Refioglu
Name: Ilhan Refioglu
Title: President and Assistant Secretary

CLOCK ACQUISITION CORPORATION

By: _____
Name: T.J. Rodgers
Title: President

By: _____
Name: Emmanuel Hernandez
Title: Secretary

[AGREEMENT OF MERGER]

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

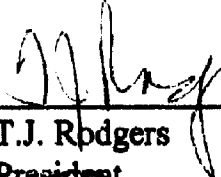
INTERNATIONAL MICROCIRCUITS, INC.

By: _____

Name: Ilhan Refioglu

Title: President and Assistant Secretary

CLOCK ACQUISITION CORPORATION

By:  _____

Name: T.J. Rodgers

Title: President

By:  _____

Name: Emmanuel Hernandez

Title: Secretary

[AGREEMENT OF MERGER]

CLOCK ACQUISITION CORPORATION

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, T.J. Rodgers and Emmanuel Hernandez, do hereby certify that:

1. They are the President and Secretary, respectively, of Clock Acquisition Corporation, a California corporation ("Clock").
2. The principal terms of the Agreement of Merger in the form attached to this Certificate (the "Merger Agreement") providing for the merger (the "Merger") of Clock with and into International Microcircuits, Inc., a California corporation, were duly approved by the Board of Directors and the sole shareholder of Clock.
3. The authorized capital stock of Clock consists of 1,000 shares of Common Stock. There were 1,000 shares of Clock Common Stock issued and outstanding, all of which were entitled to vote upon the Merger. A vote of more than 50% of the outstanding shares of Clock Common Stock was required to approve the Merger.
4. The principal terms of the Merger Agreement were approved by the consent of Clock's sole shareholder, holding 100% of Clock's issued and outstanding shares, which vote exceeded the vote required.

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.

Date: Feb 23, 2001.

Signature: _____

Name: T.J. Rodgers

Title: President

Signature: _____

Name: Emmanuel Hernandez

Title: Secretary

INTERNATIONAL MICROCIRCUITS, INC.

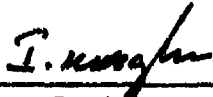
OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Ilhan Refioglu and Judith A. Signorino, hereby certify that:

1. They are the President and Chief Executive Officer and Assistant Secretary, respectively, of International Microcircuits, Inc., a California corporation ("IMI").
2. The principal terms of the Agreement of Merger in the form attached to this Certificate (the "Merger Agreement") providing for the merger (the "Merger") of Clock Acquisition Corporation, a California corporation, with and into IMI were duly approved by the Board of Directors and shareholders of IMI.
3. The authorized capital stock of IMI consists of 31,600,000 shares, 25,000,000 of which are designated Common Stock and 6,660,000 of which are designated Preferred Stock. 5,067,676 shares of IMI Common Stock are issued and outstanding, all of which were entitled to vote upon the Merger. 3,159,128 shares of IMI Preferred Stock are issued and outstanding, all of which were entitled to vote upon the Merger. The votes of more than 50% of the outstanding shares of IMI Common Stock and more than 66 2/3% of the outstanding shares of IMI Preferred Stock were required to approve the Merger and the principal terms of the Agreement of Merger.
4. The principal terms of the Merger Agreement were approved by the consent of the holders of a majority of the outstanding shares of IMI Common Stock and more than 66 2/3% of the outstanding shares of IMI Preferred Stock, each voting separately as a class, which vote exceeded the vote required.
5. Subsequent to the vote, each share of Company Mandatorily Redeemable Convertible Preferred Stock converted automatically into one (1) share of Company Series A Preferred Stock and 3.375 shares of Company Common Stock. After the conversion described in the foregoing sentence, each such share of Company Mandatorily Redeemable Preferred Stock was retired and ceased to exist.

The undersigned 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.

Date: February 22, 2001

Signature: 
Name: Ilhan Refioğlu
Title: CEO, President

Signature: _____
Name: Judith A. Signorino
Title: Assistant Secretary

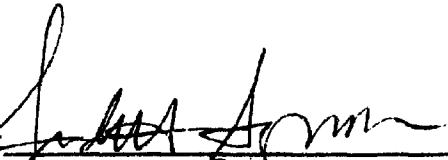
The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: February 23 2001

Signature: _____

Name: Ilhan Refioglu

Title: Chief Executive Officer and
President

Signature:  _____

Name: Judith A. Signorino

Title: Assistant Secretary

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