

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zyray Wireless, Inc.		07/15/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Broadcom Corporation
Street Address:	16215 Alton Parkway
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92618
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2743689	SPINNER
Registration Number:	2773929	SPINNER
Registration Number:	2759662	ZYRAY
Registration Number:	2748087	ZYRAY
Registration Number:	2743536	ZYRAY WIRELESS
Registration Number:	2776277	ZYRAY WIRELESS

CORRESPONDENCE DATA	
Fax Number:	(626)577-8800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	626-795-9900
Email:	pto@cph.com
Correspondent Name:	Christie, Parker & Hale, LLP
Address Line 1:	P.O. Box 7068
Address Line 4:	Pasadena, CALIFORNIA 91109-7068

ATTORNEY DOCKET NUMBER:	B600-10
-------------------------	---------

CH \$165.00 2743689

NAME OF SUBMITTER:

Gary J. Nelson

Total Attachments: 12

source=b600merger01#page1.tif

source=b600merger03#page1.tif

source=B600merger04#page1.tif

source=B600merger05#page1.tif

source=b600merger06#page1.tif

source=b600merger07#page1.tif

source=b600merger08#page1.tif

source=b600merger09#page1.tif

source=b600merger10#page1.tif

source=b600merger11#page1.tif

source=b600merger12#page1.tif

source=b600merger13#page1.tif

**OFFICERS' CERTIFICATE
OF
BROADCOM CORPORATION**

Alan S. Ross, President, and David A. Dull, Secretary of Broadcom Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. That they are the duly elected or appointed, acting and qualified President and Secretary, respectively, of the Corporation.
2. That the Agreement of Merger in the form attached was duly approved by the Board of Directors of the Corporation in accordance with the Corporations Code of the State of California.
3. No vote of the shareholders of the Corporation was required pursuant to Section 1301(b) of the California Corporations Code.

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

Executed at IRVINE, California this 15th day of JULY 2004.



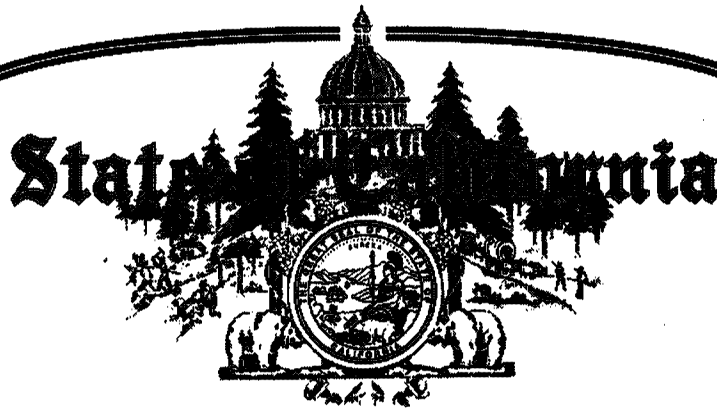
Alan S. Ross, President


David A. Dull, Secretary

[Signatures page to Broadcom Officers' Certificate]



*** TOTAL PAGES: 10 ***



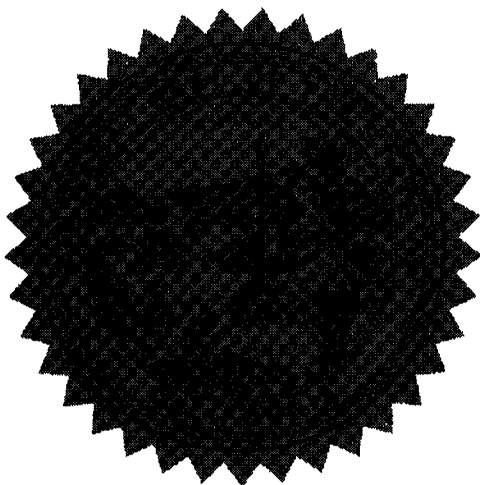
SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 11 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

JUL 26 2004



Kevin Shelley
Secretary of State

A0614448

1696389 son

FILED
in the office of the Secretary of State
of the State of California

JUL 15 2004

KSM

Kevin Shelley

KEVIN SHELLEY, Secretary of State

**AGREEMENT OF MERGER
OF
ZYRAY WIRELESS INC. AND
BROADCOM CORPORATION,**

This Agreement of Merger, is entered into as of the 15th day of July, 2004 (this "Agreement of Merger"), by and between Zyray Wireless Inc., a California corporation (the "Company") (nonsurvivor), and Broadcom Corporation, a California corporation ("Broadcom") (survivor).

RECITALS

A. The Company and Broadcom have entered into a Merger Agreement and Plan of Reorganization, dated as of June 15, 2004, by and among Broadcom, the Company, and, with respect to Article 7 and Article 9 only, Leo Spiegel, as Holder Agent, and U.S. Stock Transfer Corporation, as Depository Agent (the "Reorganization Agreement"), providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby.

B. The Boards of Directors of the Company and Broadcom deem it advisable and in their mutual best interests and in the best interests of the shareholders of the Company, that the Company be acquired by Broadcom through a merger of the Company with and into Broadcom, with Broadcom continuing as the surviving corporation (the "Merger").

C. The Boards of Directors of Broadcom and the Company and the shareholders of the Company have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. The Merger. The Company shall be merged with and into Broadcom and Broadcom shall continue as the surviving corporation. Broadcom after the effective time of the Merger 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 attached hereto 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.

TRADEMARK

REEL: 002958 FRAME: 0779

3. Conversion.

(a) At the Effective Time of the Merger (i) all shares of Common Stock of the Company, par value \$0.001 per share, and all shares of Preferred Stock of the Company, par value \$0.001 per share (the "Company Capital Stock"), outstanding immediately prior to the Effective Time that are owned, directly or indirectly by Broadcom or the Company or any subsidiary of Broadcom or the Company shall be cancelled, and no securities of Broadcom or other consideration shall be delivered in exchange therefor; (ii) each of the issued and outstanding shares of Broadcom shall remain outstanding as one validly issued, fully paid and nonassessable share of the capital stock of Broadcom; (iii) each of the shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares, if any, held by persons who have demanded and perfected dissenters' rights for such shares in accordance with the Corporations Code of the State of California and who, as of the Effective Time, have not effectively withdrawn or lost such dissenters' rights, referred to hereinafter as "Dissenting Shares", and shares being cancelled pursuant to clause (i) above) shall be converted automatically into the right to receive, following the expiration or early termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (the "HSR Act") which is applicable to the holder of such share, and shall be exchanged for, 0.01576029 of a share of Broadcom Class A Common Stock, par value \$0.0001 per share ("Broadcom Common Stock"); and (iv) each of the shares of Series A Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time (the "Company Series A Preferred Stock") (other than Dissenting Shares and shares being cancelled pursuant to clause (i) above) 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, and shall be exchanged for, 0.02582142 of a share of Broadcom Common Stock; provided, that a portion of the shares of Broadcom Common Stock issuable to each person who immediately prior to the Effective Time was a shareholder of the Company pursuant to the foregoing clauses (iii) and (iv) shall be deposited into escrow and shall be subject to Sections 7.1 through 7.3 of the Reorganization Agreement defined under Recital A above.

(b) Each option to purchase Company Capital Stock ("Company Option") and warrant to purchase Company Capital Stock ("Company Warrant") outstanding immediately prior to the Effective Time will be assumed by Broadcom in the Merger as provided in Section 1.6 of the Reorganization Agreement, but shall otherwise have the same terms and conditions as those of the original Company Option or Company Warrants. Any Company Options or Company Warrants exercised prior to the Effective Time shall be converted as set forth in Section 3(a) above.

4. Fractional Shares. No fraction of a share of Broadcom Common Stock; will be issued in the Merger, but in lieu thereof, each holder of shares of Company Capital Stock who would otherwise be entitled to a fraction of a share of Broadcom Common Stock (after aggregating all fractional shares of Broadcom Common Stock to be received by such holder) shall be entitled to receive from Broadcom an amount of cash (rounded to the nearest whole cent) equal to the product of (a) such fraction, multiplied by (b) \$42.66.

5. Dissenting Shares. Any Dissenting Shares shall not be converted into the 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 laws of the State of

California. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into the right to receive Broadcom Common Stock in accordance with Section 3.

6. Conversion of Company Capital Stock. The conversion of the Company Common Stock and Company Series A Preferred Stock into the right to receive Broadcom Common Stock as provided by this Agreement of Merger shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Company Common Stock and Company Series A Preferred Stock shall thereupon have the right to receive certificates representing the applicable number of shares of Broadcom Common Stock (and cash in lieu of fractional shares) in accordance with the Reorganization Agreement upon compliance with the exchange procedures set forth therein.

7. Effect of the Merger. At the Effective Time of the Merger, the separate existence of the Company shall cease, and Broadcom shall succeed, without other transfer, to all of the rights and properties of the Company and shall be subject to all the debts and liabilities thereof in the same manner as if Broadcom had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of the Company shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Broadcom shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company and Broadcom shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

8. Plan of Reorganization. This Agreement of Merger is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

9. Articles of Incorporation; Bylaws; Directors and Officers of Surviving Corporation.
From and after the Effective Time:

(a) 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 amended as provided by such articles of incorporation, the bylaws of the Surviving Corporation and applicable law.

(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. Reorganization Agreement. The Reorganization Agreement and this Agreement of Merger are intended to be construed together in order to affect their purposes.

11. 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 Effective Time as therein provided.

(b) In the event of the termination of this Agreement of Merger prior to the Effective Time 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 prior to the Effective Time, whether 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.

ZYRA WIRELESS, INC.

By: _____
Name: Wendy Stevens
Title: President and Chief Executive Officer

By: _____
Name: Frederick T. Moss
Title: Secretary

ROADCOM CORPORATION

By: _____
Name: Alan E. Ross
Title: President and Chief Executive Officer

By: _____
Name: David A. Dahl
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

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

ZYRAY WIRELESS, INC.

By: _____
Name: Werner Sievers
Title: President and Chief Executive Officer

By: Frederick T. Muto
Name: Frederick T. Muto
Title: Secretary

BROADCOM CORPORATION

By: _____
Name: Alan E. Ross
Title: President and Chief Executive Officer

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

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

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

ZYRAX WIRELESS, INC.

By: _____
Name: Warren Blawie
Title: President and Chief Executive Officer

By: _____
Name: Frederick T. Maito
Title: Secretary

BROADCOM CORPORATION

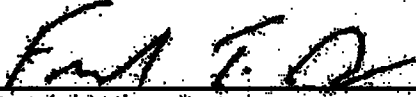
By: _____
Name: Alan E. Ross
Title: President and Chief Executive Officer

By: _____
Name: David A. Dell
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

Each of the undersigned declares under penalty of perjury that the contents contained in the foregoing certificate are true of his own knowledge. Executed in San Diego, California, on this 15th day of JULY, 2004.

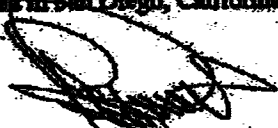
Werner Stevens, President and Chief Executive Officer



Frederick T. Muto, Secretary

[Signature page to Zyrry Wireless Inc. Officers' Certificate]

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed in San Diego, California, on this 15TH day of JULY, 2004.



Werner Sievers, President and Chief Executive Officer

Frederick T. Molo, Secretary

[Signature page to Zyrray Wireless Inc. Officers' Certificate]

**OFFICERS' CERTIFICATE
OF
ZYRAY WIRELESS INC.**

Werner Sievers, President and Chief Executive Officer and Frederick T. Muto, Secretary of Zyray Wireless, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. That they are the duly elected or appointed, acting and qualified President and Chief Executive Officer and Secretary, respectively, of the Corporation.
2. The authorized capital stock of the Company consists of 170,000,000 shares of Common Stock, par value \$0.001 per share, of which 16,553,192 shares of Common Stock are issued and outstanding as of the date hereof, and 150,000,000 shares of Preferred Stock, par value \$0.001 per share, of which: (i) 75,000,000 shares are designated as Series A Preferred Stock, 37,730,574 of which are issued and outstanding, and (ii) 75,000,000 shares are designated as Series A-1 Preferred Stock, none of which are issued and outstanding.
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. The principal terms of the Agreement of Merger in the form attached hereto were approved by the holders of at least (i) a majority of the outstanding shares of Common Stock of the Corporation, (ii) a majority of the outstanding shares of Preferred Stock of the Corporation, voting as a single class, and (iii) a majority of the outstanding shares of Common Stock and Preferred Stock of the Corporation, voting together as a single class on an as-if converted to Common Stock basis, which equals or exceeds the votes required of each class entitled to vote and the percentage vote required of each class.

[Rest of page intentionally left blank]