

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/16/1998

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NVIDIA Corporation		04/16/1998	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	NVIDIA Corporation
Street Address:	2701 San Tomas Expressway
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95050
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1895559	NVIDIA
Registration Number:	2855446	GEFORCE256
Registration Number:	2341814	NVIDIA
Registration Number:	2386115	NVIDIA
Registration Number:	2379910	NVIDIA
Registration Number:	2461368	NVIDIA QUADRO
Registration Number:	2341815	NVIDIA
Registration Number:	2742261	NVIDIA VANTA

**CORRESPONDENCE DATA**

Fax Number: (650)857-0663  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-843-5535  
 Email: trademarks@cooley.com

**TRADEMARK  
 REEL: 003080 FRAME: 0640**

CH \$215.00 1895559

Correspondent Name: Britt L. Anderson c/o Cooley Godward LLP  
Address Line 1: Five Palo Alto Square, 4th Floor  
Address Line 2: 3000 El Camino Real  
Address Line 4: Palo Alot, CALIFORNIA 94306-2155

NAME OF SUBMITTER:	Britt L. Anderson
Signature:	/Britt L. Anderson/
Date:	05/10/2005

Total Attachments: 10  
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Office of the Secretary of State

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I, EDWARD J. FREEL, 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:

"NVIDIA CORPORATION", A CALIFORNIA CORPORATION,

WITH AND INTO "NVIDIA DELAWARE CORPORATION" UNDER THE NAME OF "NVIDIA CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTEENTH DAY OF APRIL, A.D. 1998, AT 4:30 O'CLOCK P.M.

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



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2862596 8100M

981146330

AUTHENTICATION: 9031525

DATE:

04-17-98

TRADEMARK

REEL: 003080 FRAME: 0642

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (hereinafter called the "Merger Agreement") is made as of April 16, 1998, by and between **NVIDIA CORPORATION**, a California corporation ("NVIDIA California"), and **NVIDIA DELAWARE CORPORATION**, a Delaware corporation ("NVIDIA Delaware"). NVIDIA California and NVIDIA Delaware are sometimes referred to as the "Constituent Corporations."

The authorized capital stock of NVIDIA California consists of two hundred million (200,000,000) shares of Common Stock, no par value, and ten million (10,000,000) shares of Preferred Stock, no par value. The authorized capital stock of NVIDIA Delaware, upon effectuation of the transactions set forth in this Merger Agreement, will consist of two hundred million (200,000,000) shares of Common Stock, \$.001 par value, and ten million (10,000,000) shares of Preferred Stock, \$.001 par value.

The directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations that NVIDIA California merge into NVIDIA Delaware upon the terms and conditions herein provided.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that NVIDIA California shall merge into NVIDIA Delaware on the following terms, conditions and other provisions:

### 1. TERMS AND CONDITIONS.

**1.1 Merger.** NVIDIA California shall be merged with and into NVIDIA Delaware (the "Merger"), and NVIDIA Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon the date that this Merger Agreement is filed with the Secretary of State of Delaware (the "Effective Date").

**1.2 Name Change.** On the Effective Date, the name of NVIDIA Delaware shall be NVIDIA Corporation.

**1.3 Succession.** On the Effective Date, NVIDIA Delaware shall continue its corporate existence under the laws of the State of Delaware, and the separate existence and corporate organization of NVIDIA California, except insofar as it may be continued by operation of law, shall be terminated and cease.

**1.4 Transfer of Assets and Liabilities.** On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as of a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all of the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all and singular rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving

Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, directors and officers shall not be affected and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

**1.5 Common Stock of NVIDIA California and NVIDIA Delaware.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Common Stock of NVIDIA California issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of the Common Stock of NVIDIA Delaware and each share of Common Stock of NVIDIA Delaware issued and outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

**1.6 Preferred Stock of NVIDIA California and NVIDIA Delaware.** On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, each share of Series A Preferred Stock of NVIDIA California issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series A Preferred Stock of NVIDIA Delaware, each share of Series B Preferred Stock of NVIDIA California issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series B Preferred Stock of NVIDIA Delaware, each share of Series C Preferred Stock of NVIDIA California issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series C Preferred Stock of NVIDIA Delaware and each share of Series D Preferred Stock of NVIDIA California issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of Series D Preferred Stock of NVIDIA Delaware.

**1.7 Stock Certificates.** On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock or of the Preferred Stock of NVIDIA California shall be deemed for all purposes to evidence ownership of and to represent the shares of NVIDIA Delaware into which the shares of NVIDIA California represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agents. The registered owner of any such out-standing stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of NVIDIA Delaware evidenced by such outstanding certificate as above provided.

**1.8 Options.** On the Effective Date, the Surviving Corporation will assume and continue NVIDIA California's 1998 Equity Incentive Plan, 1998 Non-Employee Directors' Stock Option Plan and Employee Stock Purchase Plan and the outstanding and unexercised portions of all options to purchase Common Stock of NVIDIA California, including without limitation all options outstanding under such stock plans and any other outstanding options, shall be converted into options of NVIDIA Delaware, such that an option for one (1) share of NVIDIA California shall be converted into an option for one (1) share of NVIDIA Delaware, with no change in the exercise price of the NVIDIA Delaware option. No other changes in the terms and conditions of such options will occur. Effective on the Effective Date, NVIDIA Delaware hereby assumes the outstanding and unexercised portions of such options and the obligations of NVIDIA California with respect thereto.

**1.9 Warrants.** On the Effective Date, the Surviving Corporation will assume and continue warrants of NVIDIA California, and the outstanding and unexercised portions of all warrants shall be converted into warrants of NVIDIA Delaware, such that a warrant for one (1) share of NVIDIA California shall be converted into a warrant for one (1) share of NVIDIA Delaware, with no change in the exercise price of the NVIDIA Delaware warrant. No other changes in the terms and conditions of such warrants will occur. Effective on the Effective Date, NVIDIA Delaware hereby assumes the outstanding and unexercised portions of such warrants and the obligations of NVIDIA California with respect thereto.

**1.10 Employee Benefit Plans.** On the Effective Date, the Surviving Corporation shall assume all obligations of NVIDIA California under any and all employee benefit plans in effect as of such date. On the Effective Date, the Surviving Corporation shall adopt and continue in effect all such employee benefit plans upon the same terms and conditions as were in effect immediately prior to the Merger and shall reserve that number of shares of NVIDIA Delaware Common Stock with respect to each such employee benefit plan as is proportional to the number of shares of NVIDIA California Common Stock (if any) so reserved on the Effective Date.

## **2. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS.**

**2.1 Certificate of Incorporation and Bylaws.** The Certificate of Incorporation and Bylaws of NVIDIA Delaware in effect on the Effective Date shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation, except that Article I of the Certificate of Incorporation and Bylaws of the Surviving Corporation shall, effective upon the filing of this Merger Agreement with the Secretary of State of the State of Delaware, be amended to read in its entirety as follows: "The name of this corporation is NVIDIA Corporation."

**2.2 Directors.** The directors of NVIDIA California immediately preceding the Effective Date shall become the directors of the Surviving Corporation on and after the Effective Date to serve until the expiration of their terms and until their successors are elected and qualified.

**2.3 Officers.** The officers of NVIDIA California immediately preceding the Effective Date shall become the officers of the Surviving Corporation on and after the Effective Date to serve at the pleasure of its Board of Directors.

### 3. MISCELLANEOUS.

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

**3.2 Amendment.** At any time before or after approval by the shareholders of NVIDIA California, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of NVIDIA California, the principal terms may not be amended without the further approval of the shareholders of NVIDIA California) as may be determined in the judgment of the respective Board of Directors of NVIDIA Delaware and NVIDIA California to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

**3.3 Conditions to Merger.** The obligations of the Constituent Corporations to effect the transactions contemplated hereby is subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

(a) the Merger shall have been approved by the shareholders of NVIDIA California in accordance with applicable provisions of the General Corporation Law of the State of California; and

(b) NVIDIA California, as sole stockholder of NVIDIA Delaware, shall have approved the Merger in accordance with the General Corporation Law of the State of Delaware; and

(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of NVIDIA California to be material to consummation of the Merger shall have been obtained.

**3.4 Abandonment or Deferral.** At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either NVIDIA California or NVIDIA Delaware or both, notwithstanding the approval of this Merger Agreement by the shareholders of NVIDIA California or NVIDIA Delaware, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of NVIDIA California and NVIDIA Delaware, such action would be in the best interest of such corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto,

**NVIDIA DELAWARE CORPORATION**

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Jen-Hsun Huang and Geoffrey Ribar, do hereby certify that:

1. They are the President and Secretary, respectively, of NVIDIA Delaware Corporation, a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of NVIDIA Corporation, a California corporation, with and into the Corporation was duly approved by the Board of Directors and by the stockholder of the Corporation.
3. The Corporation has two authorized classes of shares, designated Common Stock and Preferred Stock. The number of shares of Common Stock outstanding and entitled to vote upon the merger was One Hundred (100) shares of Common. There were no shares of Preferred Stock outstanding.
4. The terms of the Agreement and Plan of Merger were approved by the Corporation by a vote of the number of shares of Common Stock of the Corporation which equaled or exceeded the vote required. The percentage vote required for such approval was more than fifty percent (50%).

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 16<sup>th</sup> day of April, 1998.

  
\_\_\_\_\_  
Jen-Hsun Huang  
President

  
\_\_\_\_\_  
Geoffrey Ribar  
Secretary

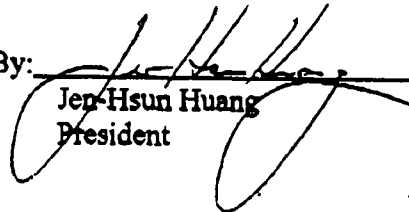


except that NVIDIA California shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

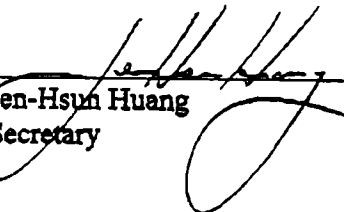
**3.5 Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

**IN WITNESS WHEREOF,** this Merger Agreement, having first been duly approved by the Board of Directors of NVIDIA California and NVIDIA Delaware, is hereby executed on behalf of each said corporation and attested by their respective officers thereunto duly authorized.

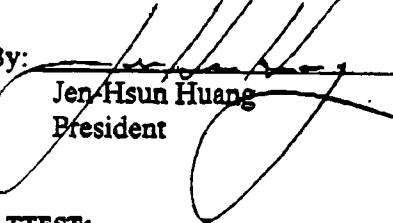
**NVIDIA CORPORATION,**  
a California corporation

By:   
Jen-Hsun Huang  
President

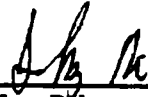
**ATTEST:**

  
Jen-Hsun Huang  
Secretary

**NVIDIA DELAWARE CORPORATION,**  
a Delaware corporation

By:   
Jen-Hsun Huang  
President

**ATTEST:**

  
Geoffrey Ribar  
Secretary

Each of the undersigned declares under penalty of perjury that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.



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Jen-Hsun Huang  
President



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Geoffrey Ribar  
Secretary

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REEL: 003080 FRAME: 0649

**NVIDIA CORPORATION**

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Jen-Hsun Huang, does hereby certify that:

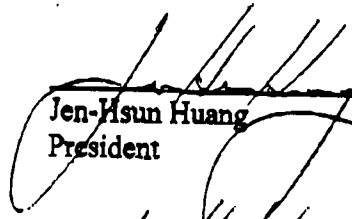
1. They he is the President and Secretary of NVIDIA Corporation, a California corporation (the "Corporation").
2. The Agreement and Plan of Merger attached to this Certificate providing for the merger of the Corporation with and into NVIDIA Delaware Corporation, a Delaware Corporation, was duly approved by the Board of Directors and by the shareholders of the Corporation.
3. The Corporation has two authorized classes of shares, designated Common Stock and Preferred Stock. The total number of outstanding shares of Common Stock is Fourteen Million One Hundred Forty-One Thousand Seven Hundred Ten (14,141,710). Preferred Stock is designated in four series. The total number of shares of Series A Preferred Stock outstanding is Three Million Three Hundred Three Thousand (4,303,000). The total number of shares of Series B Preferred Stock outstanding is Two Million Eight Hundred Thirty-Five Thousand Two Hundred Seventy-Five (2,835,275). The total number of shares of Series C Preferred Stock outstanding is Seven Hundred Fifty Thousand (750,000). The total number of shares of Series D Preferred Stock outstanding is One Million Four Hundred Thirty-Eight Thousand Eight Hundred Twelve (1,438,812). All outstanding shares of stock were entitled to vote on the merger.
4. The terms of the Agreement and Plan of Merger were approved by the Corporation by the vote of more than (i) 50% of the outstanding shares of the Common Stock, (ii) 50% of the outstanding shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, voting together as if the Series A Preferred, Series B Preferred, Series C Preferred and Series D Preferred Stock had converted into Common Stock and (iii) 50% of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, voting as a separate class, which, in each case, equaled or exceeded the vote required.


IN WITNESS WHEREOF, the undersigned have executed this Certificate this 16<sup>th</sup> day of April, 1998.

  
\_\_\_\_\_  
Jen-Hsun Huang  
President

  
\_\_\_\_\_  
Jen-Hsun Huang  
Secretary

Each of the undersigned declares under penalty of perjury that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

  
Jen-Hsun Huang  
President

  
Jen-Hsun Huang  
Secretary

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