TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/01/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALIEN TECHNOLOGY CORPORATION		11/24/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ALIEN TECHNOLOGY CORPORATION
Street Address:	18220 Butterfield Boulevard
City:	Morgan Hill
State/Country:	CALIFORNIA
Postal Code:	95037
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78569055	READERWARE
Serial Number:	76611706	
Serial Number:	76590052	SQUIGGLE
Registration Number:	2914760	NANOBLOCK
Registration Number:	2768426	NANOSCANNER
Registration Number:	2743394	
Registration Number:	2737901	ALIEN
Registration Number:	2764925	A ALIEN
Registration Number:	2737900	ALIEN TECHNOLOGY
Registration Number:	2576878	FSA
Registration Number:	2533122	FSA
Registration Number:	2579619	ALIEN

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Registration Number:	2513364	
Registration Number:	2583113	ALIEN
Registration Number:	2635927	NANOBLOCK
Registration Number:	2574107	ALIEN TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (310)820-5988

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 310-207-3800

Email: Lori_Kozak@bstz.com, erika_brenner@bstz.com

Correspondent Name: Lori Stockton Kozak

Address Line 1: 12400 Wilshire Boulevard, Seventh Floor

Address Line 4: Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	3424
NAME OF SUBMITTER:	Lori Stockton Kozak
Signature:	/Lori Stockton Kozak/
Date:	10/12/2005

Total Attachments: 10
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State of California

OFFICE OF THE SECRETARY OF STATE

SECRETARY OF STATE

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

That the attached transcript of 10 page(s) has been compared with the record on file in this office, 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

DEC - 1 2004

Kevin Shelley

Secretary of State

Sec/State Form CE-107 (rev. 1/03)

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ENDORSED - FILED
In the office of the Secretary of State
of the State of California
PAGE 1
DEC - 1 2004
KEVIN SHELLEY
Secretary of State

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:

"ALIEN TECHNOLOGY CORPORATION", A CALIFORNIA CORPORATION,

WITH AND INTO "ALIEN TECHNOLOGY CORPORATION" UNDER THE NAME OF "ALIEN TECHNOLOGY CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF NOVEMBER, A.D. 2004, AT 11:23 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

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040861030

AUTHENTICATION: 3509621

DATE: 12-01-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:23 PM 11/30/2004
FILED 11:23 PM 11/30/2004
SRV 040861030 - 3848114 FILE

AGREEMENT AND PLAN OF MERGER OF ALIEN TECHNOLOGY CORPORATION, A DELAWARE CORPORATION, AND ALIEN TECHNOLOGY CORPORATION, A CALIFORNIA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER dated as of November 24, 2004 (this "**Agreement**") is between Alien Technology Corporation, a Delaware corporation ("**Alien Delaware**"), and Alien Technology Corporation, a California corporation ("**Alien California**"). Alien Delaware and Alien California are sometimes referred to herein as the "**Constituent Corporations.**"

RECITALS

A. Alien Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital stock of 199,079,674 shares, of which 112,000,000 shares are designated "Common Stock," $0.001 par value per share, and 87,079,674 shares are designated "Preferred Stock," $0.001 par value per share. The Preferred Stock consists of 998,274 shares designated "Series A Preferred Stock," 2,681,400 shares designated "Series B Preferred Stock," 6,900,000 shares designated "Series C Preferred Stock," 27,000,000 shares designated "Series D Preferred Stock," 15,000,000 shares designated "Series E Preferred Stock," 26,500,000 shares designated "Series F Preferred Stock," and 8,000,000 shares designated "Series G Preferred Stock." Alien Delaware has no outstanding securities on the date hereof, except for 1,000 shares of Common Stock issued to Alien California. For purposes of this Agreement, the Common Stock and Preferred Stock of Alien Delaware shall be referred to herein as "**Delaware Common**" and "**Delaware Preferred,**" respectively.

B. Alien California is a corporation duly organized and existing under the laws of the State of California and has authorized capital stock of 199,079,674 shares, of which 112,000,000 shares are designated "Common Stock," no par value, and 87,079,674 shares are designated "Preferred Stock," no par value. The Preferred Stock consists of 998,274 shares designated "Series A Preferred Stock," 2,681,400 shares designated "Series B Preferred Stock," 6,900,000 shares designated "Series C Preferred Stock," 27,000,000 shares designated "Series D Preferred Stock," 15,000,000 shares designated "Series E Preferred Stock," 26,500,000 shares designated "Series F Preferred Stock," and 8,000,000 shares designated "Series G Preferred Stock." For purposes of this Agreement, the Common Stock and Preferred Stock of Alien California shall be referred to herein as "**California Common**" and "**California Preferred,**" respectively.

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

D. The respective Boards of Directors and stockholders or shareholders of Alien Delaware and Alien 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, Alien Delaware and Alien California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

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I

MERGER

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

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 stockholders or shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California Corporations Code, respectively;

(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, certified by the Secretary of the State of Delaware, 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 Alien California shall cease, and Alien 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 Alien California's Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Alien 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 Alien California in the same manner as if Alien Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporations Code.

II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Amended and Restated Certificate of Incorporation of Alien Delaware as in effect immediately prior to the Effective Date of the Merger shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

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2.2 Bylaws. The Bylaws of Alien 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 Alien 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 California Common. Upon the Effective Date of the Merger, each share of California Common 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 Delaware Common.

3.2 California Preferred. Upon the Effective Date of the Merger, each share of California Preferred 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 Delaware Preferred.

3.3 Alien California Options. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the 1997 Stock Plan and the 2001 Stock Plan of Alien California and all options issued thereunder. Each option so assumed 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 (including, without limitation, any vesting schedule or repurchase rights), except as follows:

(i) each outstanding and unexercised option convertible into California Common shall become an option exercisable (subject to such option's vesting schedule) for that number of whole shares of Delaware Common equal to the number of shares of California Common that were subject to such option immediately prior to the Effective Date of the Merger, and

(ii) the per share exercise price for the shares of Delaware Common issuable upon exercise of such assumed option will be equal to the exercise price per share of California Common at which such option was exercisable immediately prior to the Effective Date of the Merger.

A number of shares of Delaware Common shall be reserved for issuance upon the exercise of options equal to the number of shares of California Common so reserved immediately prior to the Effective Date of the Merger.

3.4 Alien California Warrants. Upon the Effective Date of the Merger, the Surviving Corporation shall assume all warrants to purchase Alien California capital stock. Each warrant so assumed shall continue to have, and be subject to, the same terms and conditions set forth in the applicable warrant agreement, except as follows:

(i) each outstanding warrant convertible or exercisable for California Common or California Preferred shall become a warrant convertible or exercisable for that number of whole shares of Delaware Common or Delaware Preferred, respectively, equal to the number of shares of California Common

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or California Preferred that were subject to such warrant immediately prior to the Effective Date of the Merger, and

(ii) the per share exercise price for the shares of the Delaware Common or Delaware Preferred issuable upon exercise of such assumed warrant will be equal to the exercise price per share of California Common or California Preferred, respectively, at which such warrant was exercisable immediately prior to the Effective Date of the Merger.

A number of shares of Delaware Common and Delaware Preferred shall be reserved for issuance upon the exercise of warrants equal to the number of shares of California Common and California Preferred so reserved immediately prior to the Effective Date of the Merger.

3.5 Delaware Common. Upon the Effective Date of the Merger, each share of Delaware Common issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Alien 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 Alien 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 Alien 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 Alien 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 Alien 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 Alien 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 Alien Delaware that such tax has been paid or is not payable.

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IV

GENERAL

4.1 Covenants of Alien Delaware. Alien 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 Corporations Code;

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

(c) Take such other actions as may be required by the California Corporations Code.

4.2 Further Assurances. From time to time, as and when required by Alien Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Alien California such deeds and other instruments, and there shall be taken or caused to be taken by Alien Delaware and Alien 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 Alien Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Alien California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Alien Delaware are fully authorized in the name and on behalf of Alien 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 of the Constituent Corporations, or both, notwithstanding the approval of this Agreement by the shareholders of Alien California or by the sole stockholder of Alien 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: (a) 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, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) 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 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 18220 Butterfield Boulevard, Morgan Hill, CA 95037 and copies thereof will be furnished to any shareholder or stockholder of either Constituent Corporation, upon request and without cost.

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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 only as applicable, the merger provisions of the California Corporations Code.

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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Alien Technology Corporation
(California Corporation)

OFFICERS' CERTIFICATE

Stavro E. Prodromou and David A. Aaron certify that:

1. They are the Chief Executive Officer and the Secretary, respectively, of Alien Technology Corporation, a corporation organized under the laws of the State of California.

2. The corporation has authorized 199,079,674 shares of capital stock, of which 112,000,000 shares are designated "Common Stock," no par value, and 87,079,674 shares are designated "Preferred Stock," no par value. The Preferred Stock consists of 998,274 shares designated "Series A Preferred Stock," 2,681,400 shares designated "Series B Preferred Stock," 6,900,000 shares designated "Series C Preferred Stock," 27,000,000 shares designated "Series D Preferred Stock," 15,000,000 shares designated "Series E Preferred Stock," 26,500,000 shares designated "Series F Preferred Stock," and 8,000,000 shares designated "Series G Preferred Stock."

3. There were 5,668,785 shares of Common Stock, 998,274 shares of Series A Preferred Stock, 2,556,400 shares of Series B Preferred Stock, 6,866,545 shares of Series C Preferred Stock, 25,836,887 shares of Series D Preferred Stock, 12,870,330 shares of Series E Preferred Stock, 24,739,583 shares of Series F Preferred Stock and 5,999,997 shares of Series G 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 percent of the votes entitled to be cast by holders of Common Stock, voting together as a separate class, and (ii) greater than 50 percent of the votes entitled to be cast by the holders of the Preferred Stock, voting together as a separate class.

6. Stavro E. Prodromou and David A. Aaron 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 their own knowledge.

Executed in Morgan Hill, California on Nov. 24, 2004.

Stavro E. Prodromou, Chief Executive Officer

David A. Aaron, Secretary

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Alien Technology Corporation
(Delaware Corporation)

OFFICERS' CERTIFICATE

Stavro E. Prodromou and David A. Aaron certify that:

1. They are the Chief Executive Officer and the Secretary, respectively, of Alien Technology Corporation, a corporation organized under the laws of the State of Delaware.

2. The corporation has authorized 199,079,674 shares of capital stock, of which 112,000,000 shares are designated "Common Stock," $0.001 par value per share, and 87,079,674 shares are designated "Preferred Stock," $0.001 par value per share. The Preferred Stock consists of 998,274 shares designated "Series A Preferred Stock," 2,681,400 shares designated "Series B Preferred Stock," 6,900,000 shares designated "Series C Preferred Stock," 27,000,000 shares designated "Series D Preferred Stock," 15,000,000 shares designated "Series E Preferred Stock," 26,500,000 shares designated "Series F Preferred Stock," and 8,000,000 shares designated "Series G Preferred Stock."

3 There were 1,000 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement").

4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of 100 percent of the outstanding shares of Common Stock of Alien Delaware.

5 The percentage vote required was more than 50 percent of the votes entitled to be cast by holders of outstanding shares of Common Stock.

6. Stavro E. Prodromou and David A. Aaron further declare under penalty of perjury under the laws of the State of Delaware that the matters set forth in this certificate are true and correct of their own knowledge.

Executed in Morgan Hill, California on Nov. 24, 2004.

Stavro E. Prodromou, Chief Executive Officer

David A. Aaron, Secretary

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