

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/06/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DVDO, Inc.		07/06/2000	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	DVDO, Inc.
Street Address:	1060 East Arques Avenue
City:	Sunnyvale,
State/Country:	CALIFORNIA
Postal Code:	94085
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2413298	IMAGE ENHANCEMENT ENGINE
Registration Number:	2348649	DVDO
Registration Number:	2791621	ISCAN
Registration Number:	2859167	ISCAN
Registration Number:	2419884	PUREPROGRESSIVE

CORRESPONDENCE DATA

Fax Number: (650)938-5200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (650) 988-8500
 Email: trademark@fenwick.com
 Correspondent Name: Linda G. Henry, Esq., Fenwick & West LLP
 Address Line 1: Silicon Valley Center,
 Address Line 2: 801 California Street
 Address Line 4: Mountain View, CALIFORNIA 94041-2008

CH \$140.00 2413298

ATTORNEY DOCKET NUMBER:	19570-00070
NAME OF SUBMITTER:	Linda G. Henry
Signature:	/lgh/
Date:	11/07/2006

Total Attachments: 13

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SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 17 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



JUL 14 2000

Bill Jones

Secretary of State

A0548533

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

JUL - 6 2000

BILL JONES, Secretary of State

AGREEMENT OF MERGER

This Agreement of Merger (this "*Agreement*") is entered into as of July 6, 2000 by and among Silicon Image, Inc., a Delaware corporation ("*Silicon Image*"), Video Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Silicon Image ("*Newco*"), and DVDO, Inc., a California corporation ("*DVDO*").

RECITALS

A. Silicon Image, Newco and DVDO have entered into an Amended and Restated Agreement and Plan of Reorganization, dated as of May 19, 2000, as amended (the "*Plan*"), that provides for the statutory merger of Newco with and into DVDO.

B. The Boards of Directors of Silicon Image, Newco and DVDO have determined it to be advisable and in the respective interests of Silicon Image, Newco and DVDO and their stockholders and shareholders, respectively, that Newco be merged with and into DVDO in a reverse triangular merger (the "*Merger*") in accordance with the California General Corporation Law ("*California Law*") and the Delaware General Corporation Law ("*Delaware Law*") so that DVDO will be the surviving corporation of the Merger and will be a wholly-owned subsidiary of Silicon Image subsequent to the Merger.

NOW, THEREFORE, Silicon Image, Newco and DVDO hereby agree as follows:

1. THE MERGER

1.1 The Merger. The effective time of the Merger will be the time and date on which this Agreement and any required officers' certificates are filed with the office of the California Secretary of State in accordance with Section 1108(c) of California Law (the "*Effective Time*"). Subject to the terms and conditions of this Agreement, Newco will be merged with and into DVDO in a statutory merger pursuant to this Agreement in accordance with applicable provisions of California Law as follows:

1.1.1 Conversion of DVDO Shares.

(a) DVDO Common Stock. Each share of DVDO Common Stock, no par value per share (the "*DVDO Common Stock*"), that is issued and outstanding immediately prior to the Effective Time, other than shares, if any, for which dissenters rights have been or may be perfected in compliance with applicable law, will, by virtue of the Merger and at the Effective Time, and without further action on the part of any holder thereof, be converted into the Common Stock Applicable Number (determined in accordance with Section 1.1.3(a) hereof) of fully paid and nonassessable shares of Silicon Image Common Stock, \$0.001 par value per share ("*Silicon Image Common Stock*"). Except as otherwise provided in the Plan, all terms and conditions (including any vesting provisions and the corresponding rights of

repurchase held by DVDO) applicable to DVDO Common Stock prior to the Effective Time will continue to be applicable to the Silicon Image Common Stock received by the holders of such DVDO Common Stock.

(b) DVDO Series A Stock. Each share of DVDO Series A Preferred Stock, no par value (the "*DVDO Series A Stock*"), that is issued and outstanding immediately prior to the Effective Time, other than shares, if any, for which dissenters rights have been or may be perfected in compliance with applicable law, will, by virtue of the Merger and at the Effective Time, and without further action on the part of any holder thereof, be converted into the Series A Applicable Number (determined in accordance with Section 1.1.3(b) hereof) of fully paid nonassessable shares of Silicon Image Common Stock.

(c) DVDO Series B Stock. Each share of DVDO Series B Preferred Stock, no par value (the "*DVDO Series B Stock*"), that is issued and outstanding immediately prior to the Effective Time, other than shares, if any, for which dissenters rights have been or may be perfected in compliance with applicable law, will, by virtue of the Merger and at the Effective Time, and without further action on the part of any holder thereof, be converted into the Series B Applicable Number (determined in accordance with Section 1.1.3(c) hereof) of fully paid nonassessable shares of Silicon Image Common Stock.

1.1.2 Conversion of DVDO Options. At the Effective Time, each holder of an outstanding option (collectively, the "*DVDO Options*") to purchase DVDO Common Stock granted under DVDO's 1997 Stock Option Plan, as amended (the "*DVDO Plan*") shall be entitled, in accordance with the terms of such options, to purchase after the Effective Time that number of shares of Silicon Image Common Stock, determined by multiplying the number of shares of DVDO Common Stock subject to such DVDO Option at the Effective Time by the Common Stock Applicable Number, and the exercise price per share for each such Option will equal the exercise price of the DVDO Option immediately prior to the Effective Time divided by the Common Stock Applicable Number, such exercise price being rounded up to the nearest whole cent. If the foregoing calculation results in an assumed option being exercisable for a fraction of a share, then the number of shares of Silicon Image Common Stock subject to such option will be rounded down to the nearest whole number with no cash being payable for such fractional share. Except as otherwise provided in the Plan, all of the other terms and conditions (including any vesting provisions) of each Silicon Image Option will be the same in all material respects as the corresponding DVDO Option. Cash will be paid in lieu of fractional shares which are rounded down pursuant to this section, according to the procedure set forth in Section 1.2 herein (except that the post-conversion exercise price shall be subtracted from the calculation set forth in Section 1.2 and that the cash payment shall be made at the time of exercise and not promptly after the Effective Time).

1.1.3 Applicable Numbers.

(a) Common Stock Applicable Number. The "*Common Stock Applicable Number*" shall equal (a) the Total Silicon Image Shares to be Issued for DVDO Common Stock (as defined below) divided by (b) the sum of (i) the total number of shares of

DVDO Common Stock issued and outstanding at the Effective Time and (ii) the total number of shares of DVDO Common Stock issuable upon exercise of all DVDO Options outstanding at the Effective Time. ***“Total Silicon Image Shares to be Issued for DVDO Common Stock”*** will equal three hundred eighty one thousand three hundred thirty (381,330) shares of Silicon Image Common Stock.

(b) **Series A Applicable Number**. The ***“Series A Applicable Number”*** shall equal (a) the Total Silicon Image Shares to be Issued for DVDO Series A Stock (as defined below) divided by (b) the total number of shares of DVDO Series A Stock issued and outstanding at the Effective Time. ***“Total Silicon Image Shares to be Issued for DVDO Series A Stock”*** will equal seventy-five thousand seven hundred three (75,703) shares of Silicon Image Common Stock. In the event that the average closing price as quoted on the Nasdaq National Market and as reported in The Wall Street Journal of one share of Silicon Image Common Stock for the five trading days prior to and including the trading day ending five days prior to the Closing Date (the ***“Average Price prior to Closing”***) is greater than \$113.04, the Total Silicon Image Shares to be Issued for DVDO Series A Stock shall be equal to \$8,359,976 divided by the Average Price prior to Closing; and in the event that the Average Price prior to Closing is less than \$90.43, the Total Silicon Image Shares to be Issued for DVDO Series A Stock shall be equal to \$6,725,283 divided by the Average Price prior to Closing.

(c) **Series B Applicable Number**. The ***“Series B Applicable Number”*** shall equal (a) the Total Silicon Image Shares to be Issued for DVDO Series B Stock (as defined below) divided by (b) the total number of shares of DVDO Series B Stock issued and outstanding at the Effective Time. ***“Total Silicon Image Shares to be Issued for DVDO Series B Stock”*** will equal one hundred twenty-eight thousand three hundred five (128,305) of Silicon Image Common Stock; provided that for each share of DVDO Series B Stock outstanding at the Effective Time that has resulted from the exercise of any of the Warrants for cash, the Total Silicon Image Shares to be Issued for DVDO Series B Stock will be increased by the quotient obtained by dividing \$0.78 by the Average Price (as defined below). In the event that the Average Price prior to Closing is greater than \$113.04, the Total Silicon Image Shares to be issued for DVDO Series B Stock shall be equal to \$14,529,438 divided by the Average Price prior to Closing; and in the event that the Average Price prior to Closing is less than \$90.43, the Total Silicon Image Shares to be issued for DVDO Series B Stock shall be equal to \$11,398,349 divided by the Average Price prior to Closing.

1.1.4 **Conversion of Newco Shares**. Each share of Newco Common Stock, \$0.01 par value per share (***“Newco Common Stock”***), that is issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger and without further action on the part of the sole stockholder of Newco, be converted into and become one (1) share of DVDO Common Stock that is issued and outstanding immediately after the Effective Time, and the shares of DVDO Common Stock into which the shares of Newco Common Stock are so converted shall be the only shares of DVDO Common Stock that are issued and outstanding immediately after the Effective Time.

1.1.5 Dissenting Shares. If holders of DVDO Common Stock, DVDO Series A Stock and/or DVDO Series B Stock (collectively, "**DVDO Stock**") are entitled to appraisal rights in connection with the Merger (such shares of DVDO Stock held by shareholders exercising the rights of appraisal described in this Section 1.1.5 being referred to as "**Dissenting Shares**"), any Dissenting Shares shall not be converted into a right to receive Silicon Image 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; provided, however, that if the status of any such shares as "dissenting shares" shall not be perfected, or if any such shares shall lose their status as "dissenting shares," then, as of the later of the Effective date or the time of the failure to perfect such status, such shares shall automatically be converted into and shall represent only the right to receive (upon the surrender of the certificate of certificates representing such shares) Silicon Image Common Stock (and any cash in lieu of fractional shares of Silicon Image Common Stock) in accordance with Sections 1.1 and 1.2 hereof. DVDO shall give Silicon Image prompt notice of any demand received by DVDO for appraisal of DVDO Stock, and Silicon Image shall have the right to participate in all negotiations and proceedings with respect to such demand. DVDO agrees that, except with the prior written consent of Silicon Image or as required under Chapter 13 of the California Law, it will not voluntarily make any payment with respect to, or settle or offer to settle, any such demand for appraisal. Each holder of Dissenting Shares ("**Dissenting Shareholder**") who, pursuant to the provisions of the California Law, becomes entitled to payment of the value of shares of DVDO Stock shall receive payment therefor from DVDO (but only after the value therefor shall have been agreed upon or finally determined pursuant to such provisions).

1.2 Fractional Shares. No fractional shares of Silicon Image Common Stock will be issued in connection with the Merger, but in lieu thereof each holder of DVDO Stock who would otherwise be entitled to receive a fraction of a share of Silicon Image Common Stock will receive from Silicon Image, promptly after the Effective Time, an amount of cash equal to the per share market value of Silicon Image Common Stock (based on the closing sale price of Silicon Image Common Stock as quoted on the Nasdaq National Market on the date of the closing of the Merger, as reported in the Wall Street Journal) multiplied by the fraction of a share of Silicon Image Common Stock to which such holder would otherwise be entitled.

1.3 Effects of the Merger. At the Effective Time: (a) the separate existence of Newco will cease and Newco will be merged with and into DVDO, and DVDO will be the surviving corporation, pursuant to the terms of this Agreement, (b) the Articles of Incorporation and Bylaws of DVDO will continue unchanged to be the Articles of Incorporation and Bylaws of the surviving corporation, (c) each share of DVDO Common Stock outstanding immediately prior to the Effective Time will continue to be an identical outstanding share of the surviving corporation, (d) the directors of Newco immediately prior to the Effective Time will become the directors of the surviving corporation and the officers of Newco immediately prior to the Effective Time will become the officers of the surviving corporation, (e) each share of DVDO Stock and each DVDO Option outstanding immediately prior to the Effective Time will be converted as provided in Sections 1.1 and 1.2; and (f) the

Merger will, from and after the Effective Time, have all of the effects provided by applicable law.

1.4 Further Assurances. DVDO agrees that if, at any time before or after the Effective Time, Silicon Image considers or is advised that any further deeds, assignments or assurances are reasonably necessary or desirable to vest, perfect or confirm in Silicon Image title to any property or rights of DVDO, Silicon Image and its proper officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in Silicon Image and otherwise to carry out the purpose of this Agreement, in the name of DVDO or otherwise, all at the Silicon Image's expense.

2. CLOSING MATTERS

2.1 Exchange of Certificates.

2.1.1 As of the Effective Time, all shares of DVDO Common Stock, DVDO Series A Stock and DVDO Series B Stock that are outstanding immediately prior thereto will, by virtue of the Merger and without further action, cease to exist, and all such shares (other than dissenters' shares) will be converted into the right to receive from Silicon Image the number of shares of Silicon Image Common Stock determined as set forth in Section 1.1, subject to Section 1.2 hereof.

2.1.2 At and after the Effective Time, each certificate representing outstanding shares of DVDO Common Stock, DVDO Series A Stock and DVDO Series B Stock will represent the right to receive the number of shares of Silicon Image Common Stock into which such shares of DVDO Common Stock, DVDO Series A Stock and DVDO Series B Stock, respectively, have been converted. As soon as practicable after the Effective Time, the exchange agent (the "*Exchange Agent*") engaged by Silicon Image for the purpose of exchanging the certificates representing the shares of DVDO Stock (the "*DVDO Certificates*") will prepare and mail a letter of transmittal in a form reasonably acceptable to DVDO requesting each holder of shares of DVDO Stock to surrender (a) the DVDO Certificates to the Exchange Agent for cancellation or (b) an affidavit of lost certificate and a bond in form reasonably satisfactory to the Exchange Agent (a "*Bond*") together with a duly executed and completed letter of transmittal and will execute and deliver representations as to such DVDO Shareholders' valid and marketable title to such holder's shares of DVDO Common Stock, DVDO Series A Stock and DVDO Series B Stock (the "*DVDO Shareholder Representations*"). Promptly following the Effective Time and receipt of the DVDO Certificates and/or the Bonds and the DVDO Shareholder Representations, Silicon Image will cause its transfer agent to issue to such surrendering holder certificate(s) for the number of shares of Silicon Image Common Stock to which such holder is entitled pursuant to Section 1.1 and Silicon Image will distribute any cash payable under Section 1.2.

2.1.3 All shares of Silicon Image Common Stock (and, if applicable, cash in lieu of fractional shares) delivered upon the surrender of DVDO Certificates in

accordance with the terms hereof will be delivered to the registered holder. After the Effective Time, there will be no further registration of transfers of the shares of DVDO Common Stock, DVDO Series A Stock and DVDO Series B Stock on the stock transfer books of DVDO. If, after the Effective Time, DVDO Certificates are presented for transfer or for any other reason, they will be canceled and exchanged and certificates therefor will be delivered as provided in this Section 2.1. Notwithstanding anything herein to the contrary, except to the extent waived by Silicon Image, any DVDO Certificate that is not properly submitted to Silicon Image for exchange and cancellation within three years after the Effective Time shall no longer evidence ownership of or any right to receive shares of Silicon Image Common Stock and all rights of the holder of such DVDO Certificate, with respect to the shares previously evidenced by such DVDO Certificate, shall cease.

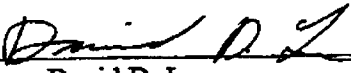
2.1.4 Until DVDO Certificates representing DVDO Common Stock, DVDO Series A Stock and DVDO Series B Stock outstanding prior to the Merger are surrendered pursuant to Section 2.1.2 above, such certificates will be deemed, for all purposes, to evidence the right to receive (a) the number of shares of Silicon Image Common Stock into which the shares of DVDO Common Stock, DVDO Series A Stock and DVDO Series B Stock will have been converted and (b) if applicable, cash in lieu of fractional shares.

2.2 Assumption of Options. Promptly after the Effective Time, Silicon Image will notify in writing each holder of a DVDO Option of the assumption of such DVDO Option by Silicon Image, and the number of shares of Silicon Image Common Stock that are then subject to such option and the exercise price of such option, as determined pursuant to Sections 1.1 and 1.3 hereof.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

SILICON IMAGE, INC.

DVDO, INC.

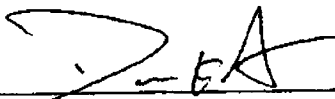
By: 
Name: David D. Lee
Title: Chief Executive Officer and President


By: _____
Name: David C. Bunck
Title: Chief Executive Officer and Secretary

By: 
Name: Daniel K. Adler
Title: Chief Financial Officer and Secretary

By: _____
Name: Laurence A. Thompson
Title: President

VIDEO ACQUISITION CORP.

By: 
Name: Daniel K. Adler
Title: President

By: 
Name: Brett Gaines
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

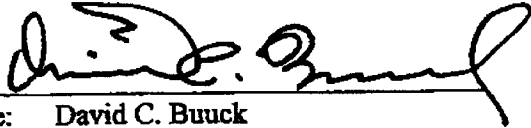
SILICON IMAGE, INC.

DVDO, INC.

By: _____

Name: David D. Lee
Title: Chief Executive Officer and
President


By: _____


Name: David C. Buuck
Title: Chief Executive Officer and
Secretary

By: _____

Name: Daniel K. Adler
Title: Chief Financial Officer
and Secretary

By: _____


Name: Laurence A. Thompson
Title: President

VIDEO ACQUISITION CORP.

By: _____

Name: Daniel K. Adler
Title: President

By: _____

Name: Brett Gaines
Title: Secretary

OFFICERS' CERTIFICATE

OF

DVDO, INC.

We, David C. Buuck, Chief Executive Officer and Secretary, and Laurence A. Thompson, President, of DVDO, Inc., a corporation duly organized and existing under the laws of the State of California, do hereby certify:

1. That we are the (i) Chief Executive Officer and Secretary and (ii) President, respectively, of DVDO, Inc., a California corporation.

2. The total number of outstanding shares of each class of this corporation (on an as-converted to Common Stock basis) entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total number of shares entitled to vote</u>
Common Stock	11,103,750
Preferred Stock	8,747,301
Series A Preferred Stock	3,193,546
Series B Preferred Stock	5,553,755

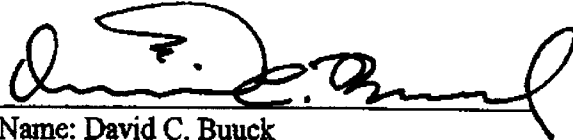
3. That the principal terms of the agreement of merger in the form attached were approved by the shareholders of this corporation by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve said agreement of merger.

4. That each class entitled to vote and the minimum percentage vote of each such class is as follows:

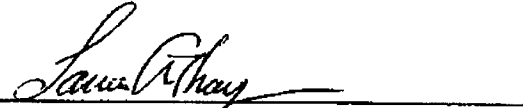
<u>Class</u>	<u>Minimum percentage vote required to approve the merger</u>
Common Stock	More than 50%
Preferred Stock	More than 50%
Series A Preferred Stock	More than 50%
Series B Preferred Stock	More than 50%

The merger was approved by greater than the minimum percentage required of the holders of each class of outstanding shares of DVDO, Inc. The merger consideration given to each shareholder within the same class or series of stock was on a pro-rata basis. Therefore, each shareholder within such class or series of stock was treated equally.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their knowledge. Executed at Campbell, California on July 6, 2000.



Name: David C. Buuck
Title: Chief Executive Officer and Secretary



Name: Laurence A. Thompson
Title: President

OFFICERS' CERTIFICATE
OF
VIDEO ACQUISITION CORP.

We, Daniel K. Adler, President, and Brett Gaines, Secretary, of Video Acquisition Corp., a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify:

1. That we are the President and Secretary, respectively of Video Acquisition Corp., a corporation.

2. The total number of outstanding shares of each class of this corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total number of shares entitled to vote</u>
Common Stock	100 shares

3. That the principal terms of the agreement of merger in the form attached were approved by the stockholders of this corporation by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve said agreement of merger.

4. That each class entitled to vote and the minimum percentage vote of each such class is as follows:

<u>Class</u>	<u>Minimum percentage vote required to approve the merger</u>
Common Stock	more than 50%

The merger was approved by 100% of the stockholders of Video Acquisition Corp.

5. The shareholders of the parent company of Video Acquisition Corp., Silicon Image, Inc., a Delaware corporation, were not entitled to and did not vote on the merger.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their knowledge. Executed at Sunnyvale, California on July 6, 2000.



Name: Daniel K. Adler

Title: President



Name: Brett Gaines

Title: Secretary

