

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/10/1997

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PMC-Sierra, Inc.		07/10/1997	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Delaware PMC-Sierra, Inc.
Street Address:	3975 Freedom Circle
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1447223	SIERRA SEMICONDUCTOR
Registration Number:	1452621	SIERRA SEMICONDUCTOR

**CORRESPONDENCE DATA**

Fax Number: (650)493-6811  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-493-9300  
 Email: trademarks@wsgr.com  
 Correspondent Name: Wilson Sonsini Goodrich & Rosati  
 Address Line 1: 650 Page Mill Road  
 Address Line 4: Palo Alto, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER:	4808-501-MERGER
NAME OF SUBMITTER:	Francine Hanson
Signature:	/Francine Hanson/

CH \$65.00 1447223

Date:

01/10/2007

**Total Attachments: 7**

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**AGREEMENT AND PLAN OF MERGER BETWEEN**  
**DELAWARE PMC-SIERRA, INC., A DELAWARE CORPORATION**  
**AND**  
**PMC-SIERRA, INC., A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of May 30, 1997, (the "Agreement") is between DELAWARE PMC-SIERRA, INC., a Delaware corporation ("Sierra-Delaware") and PMC-SIERRA, INC., a California corporation ("Sierra-California"). Sierra-Delaware and Sierra-California are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. Sierra-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 55,000,000 shares, 50,000,000 of which are designated "Common Stock," \$0.001 par value, and 5,000,000 of which are designated "Preferred Stock", \$0.001 par value. As of the date of this Agreement, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Sierra-California. No shares of Preferred Stock were issued and outstanding.

B. Sierra-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 55,405,916 shares, 50,000,000 of which are designated "Common Stock", no par value, 5,000,000 of which are designated "Preferred Stock", no par value, and 405,916 of which are designated "Series D Preferred Stock," no par value. As of the date of this Agreement, 29,242,682 shares of Common Stock were issued and outstanding. No shares of Series D Preferred Stock or undesignated Preferred Stock were issued and outstanding.

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

D. The respective Boards of Directors of Sierra-Delaware and Sierra-California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Sierra-Delaware and Sierra-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

## I. MERGER

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

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law,

(b) All of the conditions precedent to the consummation of the Merger shall have been satisfied or duly waived by the party entitled to satisfaction thereof,

(c) Executed documents evidencing the Merger and meeting the requirements of the Delaware General Corporation Law and the California Corporations Code, shall have been filed with the Secretary of State of the State of Delaware and 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."

1.3 **Effect of the Merger.** Upon the Effective Date, the separate existence of Sierra-California shall cease and Sierra-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, (ii) shall be subject to all actions previously taken by its and by Sierra-California's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Sierra-California in the manner 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, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Sierra-California in the same manner as if Sierra-Delaware had itself incurred them, all as 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 and Bylaws.** The Certificate of Incorporation and Bylaws of Sierra-Delaware as in effect immediately prior to the Effective Date shall continue in full force and effect as the Certificate of Incorporation and Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Directors and Officers. The directors and officers of Sierra-California immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or as otherwise provided by law, or by the Certificate of Incorporation or Bylaws of the Surviving Corporation.

### III. MANNER OF CONVERSION OF STOCK

3.1 Sierra-California Common Stock Shares. Upon the Effective Date, each share of Sierra-California Common Stock, no par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, by the holder of such shares or by any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$0.001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. In lieu thereof, any fractional share interests to which a holder would otherwise be entitled shall be aggregated.

3.2 Sierra-California Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date, the Surviving Corporation shall assume the obligations of Sierra-California under, and continue, the option plans (including without limitation, the 1987 Incentive Stock Plan, the 1991 Employee Stock Purchase Plan, and the 1994 Incentive Stock Plan) and all other employee benefit plans of Sierra-California, and the Exchange Agreement between PMC-Sierra, Inc., the Canadian subsidiary of Sierra-California, and Sierra-California, as amended. Each outstanding and unexercised option, other right to purchase (including without limitation, the rights of holders of special shares of PMC-Sierra, Inc., the Canadian subsidiary of Sierra-California, and of options to purchase such special shares, and the rights of the holders of options of PMC-Sierra, Inc. (Portland)), or security convertible into, Sierra-California Common Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for each one share of Sierra-California Common Stock issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such Sierra-California Right at the Effective Date. This paragraph 3.2(a) shall not apply to Sierra-California Common Stock, which is subject to paragraph 3.1.

(b) A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of Sierra-California Common Stock so reserved immediately prior to the Effective Date.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.3 Sierra-Delaware Common Stock Shares. Upon the Effective Date, each share of Common Stock of Sierra-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Sierra-Delaware, the holder of such shares or by any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 Exchange of Certificates. After the Effective Date, each holder of an outstanding certificate representing shares of Sierra-California Common Stock may be asked to surrender the same for cancellation to Boston EquiServe, L.P. (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 Surviving Corporation's Common Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Sierra-California Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock, respectively, into which such shares of Sierra-California Common Stock, as the case may be, 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 Common Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common 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 Sierra-California so converted and given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's 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 comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of 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 the Surviving Corporation that such tax has been paid or is not payable.

#### IV. GENERAL

4.1 Covenants of Sierra-Delaware. Sierra-Delaware covenants and agrees that it will, on or before the Effective Date:

(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 General Corporation Law.

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

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 Further Assurances. From time to time, as and when required by Sierra-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Sierra-California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Sierra-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Sierra-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Sierra-Delaware are fully authorized in the name and on behalf of Sierra-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, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Sierra-California or of Sierra-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Sierra-California or by the sole stockholder of Sierra-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 Secretary of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not: (1) 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, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, DE 19801, 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 2222 Qume Drive, San Jose, California 95131 and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

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 far as applicable, the merger provisions of the California General Corporation Law.

4.8 FIRPTA Notification. (a) On the Effective Date, Sierra-California shall deliver to Sierra-Delaware, as agent for the shareholders of Sierra-California, a properly executed statement (the "Statement") substantially in the form attached hereto as Attachment A. Sierra-Delaware shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of Sierra-California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of Sierra-California, (i) such shareholders shall be considered to have requested that the Statement be delivered to Sierra-Delaware as their agent and (ii) Sierra-Delaware shall be considered to have received a copy of the Statement at the request of the Sierra-California shareholders for purposes of satisfying Sierra-Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) Sierra-California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

4.9 Counterparts. This Agreement 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.



IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Boards of Directors of Sierra-Delaware and Sierra-California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.


PMC-SIERRA, INC.  
a California corporation

By:   
James V. Diller, Chairman of the Board of  
Directors and Chief Executive Officer

ATTEST:

  
Neil J. Wolff, Assistant Secretary

DELAWARE PMC-SIERRA, INC.  
a Delaware corporation

By:   
James V. Diller, Chairman of the Board of  
Directors and Chief Executive Officer

ATTEST:

  
Neil J. Wolff, Secretary