

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/25/1997

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Solectron Corporation		02/25/1997	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Solectron Corporation
Street Address:	847 Gibraltar Drive
City:	Milpitas
State/Country:	CALIFORNIA
Postal Code:	95035
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1944985	SOLECTRON

**CORRESPONDENCE DATA**

Fax Number: (650)324-0638  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-324-7000  
 Email: sv-trademark@hellerehrman.com  
 Correspondent Name: Harold J. Milstein, Heller Ehrman LLP  
 Address Line 1: 275 Middlefield Road  
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ATTORNEY DOCKET NUMBER:	26690-1000
NAME OF SUBMITTER:	Harold J. Milstein
Signature:	/HaroldMilstein/

OP \$40.00 1944985

Date:

05/29/2007

**Total Attachments: 5**

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ENDORSED  
FILEDIn the office of the Secretary of State  
of the State of California

FEB 25 1997

**AGREEMENT AND PLAN OF MERGER  
OF SOLECTRON CORPORATION,  
A DELAWARE CORPORATION,  
AND  
SOLECTRON CORPORATION,  
A CALIFORNIA CORPORATION**

*Bill Jones*  
BILL JONES, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER dated as of February 25, 1997 (the "Agreement") is between Solectron Corporation, a Delaware corporation ("Solectron Delaware") and Solectron Corporation, a California corporation ("Solectron California"); Solectron Delaware and Solectron California are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. Solectron Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 201,200,000 shares, 200,000,000 of which are designated "Common Stock," \$0.001 par value, and 1,200,000 of which are designated "Preferred Stock," \$0.001 par value. As of the date hereof, 100 shares of Common Stock were issued and outstanding, all of which were held by Solectron California.

B. Solectron California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 81,200,000 shares, 80,000,000 of which are designated "Common Stock," no par value, and 1,200,000 of which are designated "Preferred Stock," no par value. At January 31, 1997, 63,952,655 shares of Common Stock and no shares of Preferred Stock were issued and outstanding.

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

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

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Solectron Delaware and Solectron 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 General Corporation Law, Solectron California shall be merged with and into Solectron Delaware (the "Merger"), the separate existence of Solectron California shall cease and Solectron Delaware shall survive the Merger and shall continue to be governed by the laws of the State of Delaware, and Solectron Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Solectron Corporation.

TRADEMARK

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

(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; and

(c) An executed Certificate 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.

(d) All statutory requirements under the California Corporations Code shall have been complied with.

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 Solectron California shall cease and Solectron 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 Solectron California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Solectron California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Solectron Delaware 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 Solectron California in the same manner as if Solectron 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 Certificate of Incorporation of Solectron Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 **Bylaws.** The Bylaws of Solectron 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 Solectron 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, or the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

## III. MANNER OF CONVERSION OF STOCK

3.1 **Solectron California Common Stock.** Upon the Effective Date of the Merger, each share of Solectron California Common Stock 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 Common Stock, \$0.001 par value, of the Surviving Corporation.

**3.2 *Solectron California Options, Stock Purchase Rights and Convertible Securities.***

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Solectron California under the option plans and all other employee benefit plans of Solectron California. Each outstanding and unexercised option, or other right to purchase, or security convertible into, Solectron California Common Stock (a "Right") shall become an option, or right to purchase or a security convertible into the Surviving Corporation's Common Stock, respectively, on the basis of one (1) share of the Surviving Corporation's Common Stock for each share of Solectron California Common Stock, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Solectron California Right at the Effective Date of the Merger. This Section 3.2(a) shall not apply to outstanding shares of Solectron California Common Stock. Such Common Stock is subject to Section 3.1 hereof.

(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 Solectron California Common Stock so reserved immediately prior to the Effective Date of the Merger.

**3.3 *Solectron Delaware Common Stock.*** Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of Solectron Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Solectron Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

**3.4 *Exchange of Certificates.*** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Solectron California Common Stock may, at such stockholder's option, surrender the same for cancellation to Boston EquiServe L.P., as exchange agent (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 into which the surrendered shares were converted as herein provided. Unless and until so surrendered, each outstanding certificate theretofore representing shares of Solectron California Common Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock into which such shares of Solectron California Common 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 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 Solectron 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, or other such additional legends as agreed upon by the holder and the Surviving Corporation.

If any certificate for shares of Solectron 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 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 Solectron Delaware that such tax has been paid or is not payable.

## IV. GENERAL

**4.1 Covenants of Soletron Delaware.** Soletron 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 General Corporation Law;

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

(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 Soletron Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Soletron 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 Soletron Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Soletron California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Soletron Delaware are fully authorized in the name and on behalf of Soletron 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 Soletron California or of Soletron Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Soletron California or by the sole stockholder of Soletron 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 Delaware and California, provided that an amendment made subsequent to the adoption of this Agreement by the 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 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, Delaware 19801, County of New Castle and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

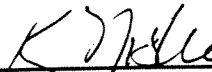
**4.6 Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 847 Gibraltar Drive, Building 5, Milpitas, California 95035 and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and 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.

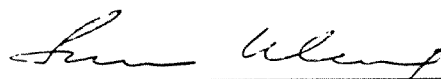
**4.8 Counterparts.** In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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

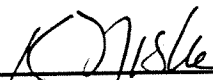
SOLECTRON CORPORATION,  
a Delaware corporation

By:   
Koichi Nishimura, Ph.D., President, Chief  
Executive Officer, and Chairman of the Board  
President

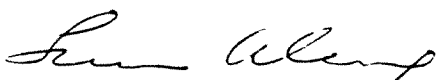
ATTEST:

  
Susan Wang, Senior Vice President, Chief Financial  
Officer, and Secretary

SOLECTRON CORPORATION,  
a California corporation

By:   
Koichi Nishimura, Ph.D., President, Chief  
Executive Officer, and Chairman of the Board  
President

ATTEST:

  
Susan Wang, Senior Vice President, Chief Financial  
Officer, and Secretary