

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |          |                         |
|----------------------------------|--|----------|-------------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |          |                         |
| NATURE OF CONVEYANCE:            | MERGER   |          |                         |
| EFFECTIVE DATE:                  | 12/22/1995   |          |                         |
| <b>CONVEYING PARTY DATA</b>      |  |          |                         |
|                                  | Name   | Formerly | Execution Date          |
|                                  | ixys Corporation   |          | 12/22/1995              |
|                                  |  |          | Entity Type             |
|                                  |  |          | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>      |  |          |                         |
| Name:                            | ixys Corporation   |          |                         |
| Street Address:                  | 1590 Buckeye Drive   |          |                         |
| City:                            | Milpitas   |          |                         |
| State/Country:                   | CALIFORNIA   |          |                         |
| Postal Code:                     | 95035  |          |                         |
| Entity Type:                     | CORPORATION: DELAWARE  |          |                         |
| <b>PROPERTY NUMBERS Total: 2</b> |  |          |                         |
|                                  | Property Type  | Number   | Word Mark               |
| Registration Number:             | 1329371  | IXYS     |                         |
| Registration Number:             | 1788776  | ISOSMART |                         |
| <b>CORRESPONDENCE DATA</b>       |  |          |                         |
| Fax Number:                      | (415)576-0300  |          |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |          |                         |
| Phone:                           | 415-576-0200   |          |                         |
| Email:                           | jah@townsend.com   |          |                         |
| Correspondent Name:              | John A. Hughes   |          |                         |
| Address Line 1:                  | Two Embarcadero Center, 8th Floor  |          |                         |
| Address Line 2:                  | Townsend and Townsend and Crew LLP   |          |                         |
| Address Line 4:                  | San Francisco, CALIFORNIA 94111  |          |                         |
| ATTORNEY DOCKET NUMBER:          | 011775-008100US  |          |                         |
| NAME OF SUBMITTER:               | John A. Hughes   |          |                         |

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|---|------------|
| Signature:  | /jah/      |
| Date:   | 03/09/2010 |
| Total Attachments: 7<br>source=Merger#page1.tif<br>source=Merger#page2.tif<br>source=Merger#page3.tif<br>source=Merger#page4.tif<br>source=Merger#page5.tif<br>source=Merger#page6.tif<br>source=Merger#page7.tif |            |

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made as of 12/22, 1995 by and between **IXYS Corporation**, a California corporation ("IXYS California"), and **IXYS Corporation (Delaware)**, a Delaware corporation ("IXYS Delaware"; IXYS California and IXYS Delaware, collectively, the "Constituent Corporations").

### RECITAL

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

### AGREEMENT

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

#### I. TERMS AND CONDITIONS

**1.1 Merger.** IXYS California shall be merged with and into IXYS Delaware (the "Merger"), and IXYS Delaware shall be the surviving corporation (the "Surviving Corporation") effective upon the filing of the Merger Agreement with the Secretary of State of the State of Delaware (the "Effective Time").

**1.2 Name Change.** At the Effective Time, the name of IXYS Delaware shall be IXYS Corporation.

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

**1.4 Transfer of Assets and Liabilities.** At the Effective Time, 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, thereafter shall be 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 been consummated, 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 IXYS California and IXYS Delaware.** At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their respective shareholders, (i) each share of Common Stock of IXYS California issued and outstanding immediately prior thereto shall be converted into one fully paid and nonassessable share of the Common Stock of IXYS Delaware, and (ii) each share of Common Stock of IXYS Delaware issued and outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

**1.6 Preferred Stock of IXYS California and IXYS Delaware.** At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their respective shareholders,

(i) each share of Series A Preferred Stock of IXYS California issued and outstanding immediately prior thereto shall be converted into 140.07564 fully paid and nonassessable shares of Series A Preferred Stock of IXYS Delaware;

(ii) each share of Series B Preferred Stock of IXYS California issued and outstanding immediately prior thereto shall be converted into 131.19916 fully paid and nonassessable shares of Series A Preferred Stock of IXYS Delaware;

(iii) each share of Series C Preferred Stock of IXYS California issued and outstanding immediately prior thereto shall be converted into 134.84358 fully paid and nonassessable shares of Series A Preferred Stock of IXYS Delaware;

(iv) each share of Series D Preferred Stock of IXYS California issued and outstanding immediately prior thereto shall be converted into 215.51724 fully paid and nonassessable shares of Series A Preferred Stock of IXYS Delaware;

(v) each share of Series E Preferred Stock of IXYS California issued and outstanding immediately prior thereto shall be converted into 80.0000 fully paid and nonassessable shares of Series A Preferred Stock of IXYS Delaware;

(vi) each share of Series F Preferred Stock of IXYS California issued and outstanding immediately prior thereto shall be converted into 57.14286 fully paid and nonassessable shares of Series A Preferred Stock of IXYS Delaware;

(vii) each share of Series G Preferred Stock of IXYS California issued and outstanding immediately prior thereto shall be converted into 400.0000 fully paid and nonassessable shares of Series A Preferred Stock of IXYS Delaware; and

(viii) each share of Series H Preferred Stock of IXYS California issued and outstanding immediately prior thereto shall be converted into 200.0000 fully paid and nonassessable shares of Series A Preferred Stock of IXYS Delaware.

**1.7 Stock Certificates.** On and after the Effective Time, all of the outstanding certificates that, prior to that time, represented shares of Common Stock or Preferred Stock of IXYS California shall be deemed for all purposes to evidence ownership of and to represent the shares of IXYS Delaware into which the shares of IXYS 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 outstanding 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 distribution upon the shares of IXYS Delaware evidenced by such outstanding certificate as above provided.

**1.8 Options.** At the Effective Time, the Surviving Corporation shall, and by virtue of this Agreement, hereby does, assume and continue (i) the 1989 Common Stock Option Plan and any and all other equity incentive plans maintained by IXYS California immediately prior to the Effective Time, and (ii) the outstanding and unexercised portions of all options to purchase Common Stock of IXYS California, including without limitation all options outstanding under such stock option plans and any other outstanding options. After the Effective Time, such options shall constitute options to purchase Common Stock of IXYS Delaware, such that an option to purchase one share of Common Stock of IXYS California shall constitute an option to purchase one share of Common Stock of IXYS Delaware. No other changes in the terms and conditions of such options will occur.

**1.9 Warrants.** At the Effective Time, the Surviving Corporation shall and by virtue of this Agreement, hereby does, assume and continue the outstanding and unexercised portions of all warrants to purchase Common Stock or Preferred Stock of IXYS California. After the Effective Time, such warrants shall constitute warrants to purchase Common Stock or Preferred Stock, as the case may be, of IXYS Delaware, such that a warrant to purchase one share of Common Stock of IXYS California shall constitute a warrant to purchase one share of Common Stock of IXYS Delaware and a warrant to purchase one share of a series of Preferred Stock of IXYS California shall constitute a warrant to purchase the number of shares of Series A Preferred Stock of IXYS Delaware issuable upon conversion of one share of such series of Preferred Stock of IXYS California pursuant to Section 1.6 of this Agreement.

**1.10 Employee Benefit Plans.** At the Effective Time, the Surviving Corporation shall, and by virtue of this Agreement, hereby does, assume all obligations of IXYS California under any and all employee benefit plans in effect as of such date with respect to which employee rights or accrued benefits are outstanding as of such date; *provided, however,* that one share of

Common Stock of IXYS Delaware shall be substituted for each share of Common Stock of IXYS California (if any) thereunder. At the Effective Time, the Surviving Corporation shall, and by virtue of this Agreement, hereby does, 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 reserves that number of shares of IXYS Delaware Common Stock with respect to each such employee benefit plan as is proportional to the number of shares of IXYS California Common Stock (if any) so reserved at the Effective Time.

## II. CERTIFICATE OF INCORPORATION

**2.1 Certificate of Incorporation.** From and after the Effective Time, the certificate of incorporation of IXYS Delaware shall be amended and shall read in its entirety as set forth in full in Exhibit I attached hereto and made a part hereof.

## III. MISCELLANEOUS

**3.1 Further Assurances.** From time to time, and when required by the Surviving Corporation or by its successors and assigns, the Surviving Corporation shall execute and deliver, or cause to be executed and delivered, such deeds and other instruments, and the Surviving Corporation shall take or cause to be taken 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 IXYS California and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are authorized fully in the name and on behalf of IXYS 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 IXYS California, this Merger Agreement may be amended in any manner (except that, after the approval of the Merger Agreement by the shareholders of IXYS California, the principal terms may not be amended without the further approval of the shareholders of IXYS California) as may be determined in the judgment of the respective Board of Directors of IXYS Delaware and IXYS 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 obligation 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 IXYS California in accordance with applicable provisions of the General Corporation Law of the State of California; and

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

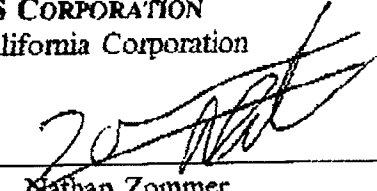
(c) any and all consents, permits, authorizations, approvals, and orders deemed in the sole discretion of IXYS California to be material to consummation of the Merger shall have been obtained.

**3.4 Abandonment or Deferral.** Notwithstanding the approval of this Merger Agreement by the shareholders of IXYS California or IXYS Delaware, at any time before the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either IXYS California or IXYS Delaware or both, in the sole discretion of either such Board of Directors. 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 their respective Board of Directors or shareholders with respect thereto, except that IXYS California shall pay all expenses incurred in connection with the Merger or in respect of this Merger Agreement or relating thereto.

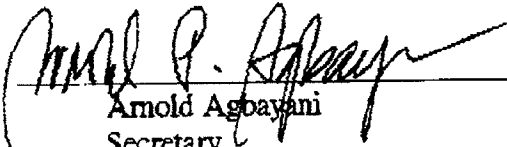
**3.5 Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

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

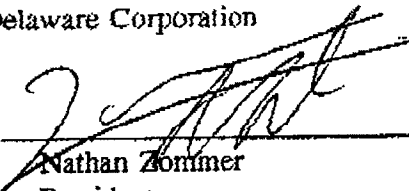
IXYS CORPORATION  
A California Corporation

By:   
Nathan Zommer  
President

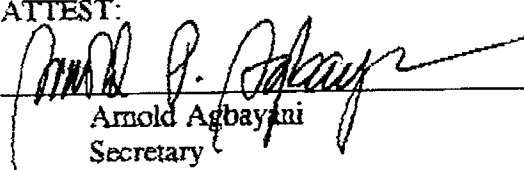
ATTEST:

  
Arnold Agbayani  
Secretary

IXYS CORPORATION (DELAWARE)  
A Delaware Corporation

By:   
Nathan Zommer  
President

ATTEST:

  
Arnold Agbayani  
Secretary



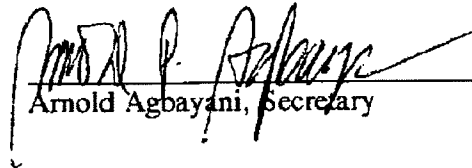
**IXYS Corporation (Delaware)**  
(Surviving Corporation)

**CERTIFICATE OF SECRETARY**

Arnold Agbayani hereby certifies that:

1. He is the Secretary of IXYS Corporation (Delaware), a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger to which this Certificate is attached was duly approved and adopted by the sole stockholder of the Corporation.
3. Such approval and adoption was effected by written consent given in accordance with Section 228 of the General Corporation Law of the State of Delaware by the sole stockholder of the Corporation.

Witness my hand this December 22, 1995.

  
Arnold Agbayani, Secretary