

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/04/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Monolithic Power Systems, Inc.		11/04/2004	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Monolithic Power Systems, Inc.
Street Address:	6409 Guadalupe Mines Road
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95120
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3127654	MONOLITHIC POWER SYSTEMS
Registration Number:	3121578	MPS
Registration Number:	3121577	MPS
Registration Number:	3136587	THE FUTURE OF ANALOG IC TECHNOLOGY

**CORRESPONDENCE DATA**

Fax Number: (206)359-9000  
 Phone: 206-359-8000  
 Email: pctrademarks@perkinscoie.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Grace Han Stanton  
 Address Line 1: 1201 Third Avenue, Suite 4800  
 Address Line 4: Seattle, WASHINGTON 98101

NAME OF SUBMITTER:	Julianne A. Henley
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OP \$115.00 3127654

Signature:	/Julianne A. Henley/
Date:	12/14/2011
Total Attachments: 8 source=Monolithic_Merger2#page1.tif source=Monolithic_Merger2#page2.tif source=Monolithic_Merger2#page3.tif source=Monolithic_Merger2#page4.tif source=Monolithic_Merger2#page5.tif source=Monolithic_Merger2#page6.tif source=Monolithic_Merger2#page7.tif source=Monolithic_Merger2#page8.tif	

**AGREEMENT AND PLAN OF MERGER OF  
MONOLITHIC POWER SYSTEMS, INC., A DELAWARE CORPORATION,  
AND MONOLITHIC POWER SYSTEMS, INC., A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of November 11, 2004 (the "Agreement") is between Monolithic Power Systems, Inc., a Delaware corporation ("MPS-Delaware"), and Monolithic Power Systems, Inc., a California corporation ("MPS-California"). MPS-Delaware and MPS-California are sometimes referred to herein as the "Constituent Corporations."

**RECITALS**

A. MPS-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 51,648,260 shares, \$0.001 par value, of which 35,800,000 shares are designated "Common Stock" and 15,848,260 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 3,061,846 shares are designated Series A Preferred Stock, 4,321,706 shares are designated Series B Preferred Stock, 3,164,708 shares are designated Series C Preferred and 5,300,000 shares are designated Series D Preferred Stock. As of the date hereof, 100 shares of Common Stock of MPS-Delaware were issued and outstanding, all of which are held by MPS-California. There were no shares of Preferred Stock outstanding.

B. MPS-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 51,648,260 shares, no par value, of which 35,800,000 shares are designated "Common Stock," no par value, and 15,848,260 shares are designated "Preferred Stock," no par value. Of the authorized shares of Preferred Stock, 3,061,846 shares are designated Series A Preferred Stock, 4,321,706 shares are designated Series B Preferred Stock, 3,164,708 shares are designated Series C Preferred, and 5,300,000 shares are designated Series D Preferred Stock.

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

D. The respective Boards of Directors and shareholders or stockholders of MPS-Delaware and MPS-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, MPS-Delaware and MPS-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 Corporation Law, MPS-California shall be merged with and into MPS-Delaware (the "Merger"), the separate existence of MPS-California shall cease, MPS-Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Monolithic Power Systems, Inc.

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

(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 or an executed counterpart of this Agreement meeting the requirements of the California Corporation Law 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 MPS-California shall cease, and MPS-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 MPS-California’s Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of MPS-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 MPS-California in the same manner as if MPS-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporation Law.

## II

### CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Amended and Restated Certificate of Incorporation of MPS-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.

2.2 Bylaws. The Bylaws of MPS-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 MPS-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 MPS-California Common Stock. Upon the Effective Date of the Merger, each share of MPS-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 MPS-California Preferred Stock. Upon the Effective Date of the Merger, each share of MPS-California Preferred 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 the same series of Preferred Stock, \$0.001 par value, of the Surviving Corporation.

3.3 MPS-California Options and Stock Purchase Rights. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the 1998 Stock Plan and all options issued thereunder. Each outstanding and unexercised option convertible into MPS-California Common Stock shall become an option convertible into the Surviving Corporation's Common Stock on the basis of one (1) share of the Surviving Corporation's Common Stock for each share of MPS-California Common Stock issuable pursuant to any such option on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such MPS-California option at the Effective Date of the Merger.

3.4 MPS-California Warrants. Upon the Effective Date of the Merger, each outstanding and unexercised warrant convertible into MPS-California Common Stock or Preferred Stock shall become a warrant convertible into the Surviving Corporation's Common Stock or Preferred Stock on the basis of one (1) share of the Surviving Corporation's Common Stock or Preferred Stock for each share of MPS-California Common Stock or Preferred Stock issuable pursuant to any such warrant on the same terms and conditions.

A number of shares of the Surviving Corporation's Common Stock or Preferred Stock shall be reserved for issuance upon the exercise of options or warrants equal to the number of shares of MPS-California Common Stock or Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

3.5 MPS-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of MPS-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by MPS-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 MPS-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 MPS-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 MPS-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 MPS-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 MPS-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 MPS-Delaware that such tax has been paid or is not payable.

#### IV

#### GENERAL

4.1 Covenants of MPS-Delaware. MPS-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 Corporation Law;

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

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

4.2 Further Assurances. From time to time, as and when required by MPS-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of MPS-California such deeds and other instruments, and there shall be taken or caused to be taken by MPS-Delaware and MPS-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 MPS-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of MPS-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of MPS-Delaware are fully authorized in the name and on behalf of MPS-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 MPS-California or MPS-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of MPS-California or by the sole stockholder of MPS-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: (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 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 Corporation Trust Center, 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 983 University Avenue, Building A, Los Gatos, California 95032 and copies thereof will be furnished to any shareholder or 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 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 resolutions of the Boards of Directors of MPS-Delaware and MPS-California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

Monolithic Power Systems, Inc.,  
a Delaware corporation

By: /s/ Michael Hsing  
Michael Hsing, President and Chief Executive  
Officer

/s/ Tim Christoffersen  
Tim Christoffersen, Secretary

Monolithic Power Systems, Inc.,  
a California corporation

By: /s/ Michael Hsing  
Michael Hsing, President and Chief Executive  
Officer

/s/ Tim Christoffersen  
Tim Christoffersen, Secretary



Monolithic Power Systems, Inc.  
(California Corporation)

OFFICERS' CERTIFICATE

Michael Hsing and Tim Christoffersen certify that:

1. They are the President and Chief Executive Officer and the Secretary, respectively, of Monolithic Power Systems, Inc., a corporation organized under the laws of the State of California.

2. The corporation has an authorized capital of 51,648,260 shares, no par value, of which 35,800,000 shares are designated "**Common Stock**" and 15,848,260 shares are designated "**Preferred Stock**." Of the authorized shares of Preferred Stock, 3,061,846 shares are designated Series A Preferred Stock, 4,321,706 shares are designated Series B Preferred Stock, 3,164,708 shares are designated Series C Preferred and 5,300,000 shares are designated Series D Preferred Stock.

3. There were 7,119,991 shares of Common Stock, 3,061,846 shares of Series A Preferred Stock, 4,261,706 shares of Series B Preferred Stock, 3,044,708 shares of Series C Preferred Stock and 5,087,767 shares of Series D 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% of the votes entitled to be cast by holders of Common Stock, voting together as a class, and (ii) greater than 50% of the votes entitled to be cast by the holders of the Series A, B, C, and D Preferred Stock, voting together as a class.

6. Michael Hsing and Tim Christoffersen 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 on November 11, 2004.

/s/ Michael Hsing

Michael Hsing, President and Chief Executive  
Officer

/s/ Tim Christoffersen

Tim Christoffersen, Secretary

Monolithic Power Systems, Inc.  
(Delaware Corporation)

OFFICERS' CERTIFICATE

Michael Hsing and Tim Christoffersen certify that:

1. They are the President and Chief Executive Officer and the Secretary, respectively, of Monolithic Power Systems, Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has an authorized capital of 51,648,260 shares, \$0.001 par value, of which 35,800,000 shares are designated "**Common Stock**" and 15,848,260 shares are designated "**Preferred Stock**." Of the authorized shares of Preferred Stock, 3,061,846 shares are designated Series A Preferred Stock, 4,321,706 shares are designated Series B Preferred Stock, 3,164,708 shares are designated Series C Preferred and 5,300,000 shares are designated Series D Preferred Stock.
3. There were 100 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% of the outstanding shares of Common Stock of MPS-Delaware.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.
6. Michael Hsing and Tim Christoffersen further declare under penalty of perjury under the laws of the State of California and Delaware that the matters set forth in this certificate are true and correct of their own knowledge.

Executed in Los Gatos, California on November 11, 2004.

/s/ Michael Hsing

Michael Hsing, President and Chief Executive  
Officer

/s/ Tim Christoffersen

Tim Christoffersen, Secretary