

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ozmo, Inc.		12/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Atmel Wi-Fi Solutions, Inc.		
Street Address:	1600 Technology Drive		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4190888	OZMO	
Registration Number:	4142876	OZMO DEVICES	
Registration Number:	4146894	OZMO DEVICES	
Registration Number:	3652058	OZMO DEVICES	
CORRESPONDENCE DATA			
Fax Number:	2146614493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2146424743		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Elizabeth K. Stanley		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	080900		

900246428

TRADEMARK  
 REEL: 004958 FRAME: 0523

CH \$115.00 4190888

NAME OF SUBMITTER:	Jill M. Errera
Signature:	/Jill M. Errera/
Date:	02/08/2013
<b>Total Attachments: 12</b> source=Ozmo Inc Name Change#page1.tif source=Ozmo Inc Name Change#page2.tif source=Ozmo Inc Name Change#page3.tif source=Ozmo Inc Name Change#page4.tif source=Ozmo Inc Name Change#page5.tif source=Ozmo Inc Name Change#page6.tif source=Ozmo Inc Name Change#page7.tif source=Ozmo Inc Name Change#page8.tif source=Ozmo Inc Name Change#page9.tif source=Ozmo Inc Name Change#page10.tif source=Ozmo Inc Name Change#page11.tif source=Ozmo Inc Name Change#page12.tif	

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

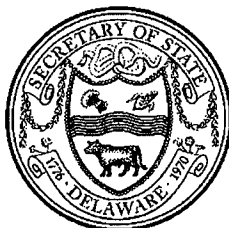
"OMEGA ACQUISITION SUB CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "OZMO, INC." UNDER THE NAME OF "ATEL WI-FI SOLUTIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF DECEMBER, A.D. 2012, AT 7:14 O'CLOCK P.M.

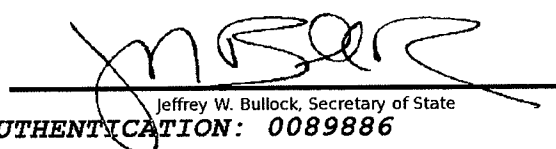
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

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121374964

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0089886

DATE: 12-20-12

TRADEMARK  
REEL: 004958 FRAME: 0525

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF DOMESTIC CORPORATIONS**

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law (the "DGCL"), the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The constituent corporations, Ozmo, Inc. and Omega Acquisition Sub Corporation, were incorporated pursuant to the DGCL.

**SECOND:** The Agreement and Plan of Merger, dated as of December 18, 2012, has been approved, adopted, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251(c) of the DGCL.

**THIRD:** The name of the surviving corporation will change upon the effectiveness of the merger from Ozmo, Inc. to Atmel Wi-Fi Solutions, Inc.

**FOURTH:** The Certificate of Incorporation of the surviving corporation is attached hereto as Exhibit A.

**FIFTH:** The executed copy of the Agreement and Plan of Merger is on file at 1600 Technology Drive, San Jose, CA 95110, the place of business of the surviving corporation.

**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

**SEVENTH:** The merger shall become effective immediately upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware in accordance with Section 251 and Section 103 of the DGCL.

IN WITNESS WHEREOF, said surviving corporation has caused this Certificate of Merger to be signed by an authorized officer, this 20<sup>th</sup> day of December, 2012.

By: William McLean

Name: William McLean  
Title: Chief Executive Officer

**EXHIBIT A**  
**CERTIFICATE OF INCORPORATION**

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
ATMEL WI-FI SOLUTIONS, INC.**

**ARTICLE I**

The name of the corporation is **Atmel Wi-Fi Solutions, Inc.** (the "**Company**").

**ARTICLE II**

The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

**ARTICLE III**

The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law, as the same exists or as may hereafter be amended from time to time (the "**DGCL**").

**ARTICLE IV**

This Company is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock the Company has authority to issue is 1,000 with par value of \$0.001 per share.

**ARTICLE V**

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Company (the "**Board**") is expressly authorized to make, alter, amend or repeal the bylaws of the Company (the "**Bylaws**").

**ARTICLE VI**

Elections of directors need not be by written ballot unless otherwise provided in the Bylaws.

**ARTICLE VII**

A. Right to Indemnification. Each individual who was or is a party to or is threatened to be made a party to or is otherwise involved in, any action, suit or proceeding, whether pending or threatened, whether civil, criminal, administrative or investigative and whether brought by or in the right of the Company or otherwise (a "**Proceeding**"), by reason of the fact that such

individual is or was a director or officer of the Company, or is or was a director or officer of the Company and is or was serving at the request of the Company as a director, officer, employee or agent or of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, (an "Indemnitee") will be indemnified and held harmless by the Company to the fullest extent permitted by the DGCL (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment) against all expenses, liability and loss (including, without limitation, attorneys' fees and expenses, judgments, fines, excise taxes or penalties pursuant to the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. The right to indemnification will extend to the heirs, executors, administrators and estate of any such director or officer. The right to indemnification provided in this Article VII: (a) will not be exclusive of any other rights to which any individual seeking indemnification may otherwise be entitled, including without limitation, pursuant to any contract approved by a majority of the Board (whether or not the directors approving such contract are or are to be parties to such contract or similar contracts); and (b) will be applicable to matters otherwise within its scope whether or not such matters arose or arise before or after the adoption of this Article VII. Without limiting the generality or the effect of the foregoing, the Company may adopt Bylaws, or enter into one or more agreements with any individual, that provide for indemnification greater or otherwise different than that provided in this Article VII or the DGCL, and any such agreement approved by a majority of the Board will be a valid and binding obligation of the Company regardless of whether one or more members of the Board, or all members of the Board, are parties thereto or to similar agreements. Any amendment or repeal of, or adoption of any provision inconsistent with, this Article VII will not adversely affect any right or protection existing hereunder, or arising out of events occurring or circumstances existing, in whole or in part, prior to such amendment, repeal or adoption, and no such amendment, repeal or adoption will affect the legality, validity or enforceability of any contract entered into or right granted prior to the effective date of such amendment, repeal or adoption.

B. Right to Advancement of Expenses. The right to indemnification conferred in Section A of this Article VII will include the right to be paid by the Company the expenses (including, without limitation, attorneys' fees and expenses) reasonably incurred in defending any such Proceeding in advance of its final disposition (an "Advancement of Expenses"); provided, however, that, if the DGCL so requires, an Advancement of Expenses incurred by an Indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such Indemnitee) will be made only upon delivery to the Company of an undertaking (an "Undertaking"), by or on behalf of such Indemnitee, to repay all amounts so advanced if it will ultimately be determined by final judicial decision from which there is no further right to appeal (a "Final Adjudication") that such Indemnitee is not entitled to be indemnified for such expenses under this Section B of Article VII or otherwise. The rights to indemnification and to the Advancement of Expenses conferred in Sections A and B of this Article VII shall be contract rights and such rights will continue as to an Indemnitee who has ceased to be a director or officer and will inure to the benefit of the Indemnitee's heirs, executors, administrators and estate.



C. Right of Indemnitee to Bring Suit. If a claim under Sections A and B of this Article VII is not paid in full by the Company within sixty (60) calendar days after a written claim has been received by the Company, except in the case of a claim for an Advancement of Expenses, in which case the applicable period will be twenty (20) calendar days, the Indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Company to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnitee will be entitled to be paid also the expense of prosecuting or defending such suit. In (a) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right of an Advancement of Expenses) it shall be a defense that, and (b) any suit brought by the Company it shall be entitled to recover such expenses upon a Final Adjudication that, the Indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Company (including the Board, legal counsel or stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Company (including the Board, legal counsel or stockholders) that the Indemnitee has not met such applicable standard of conduct, will create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such suit brought by the Indemnitee to enforce a right to indemnification or to an Advancement of Expenses hereunder, or brought by the Company to recover an Advancement of Expenses pursuant to terms of an Undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such Advancement of Expenses, under this Article VII or otherwise will be on the Company.

D. Non-Exclusivity of Rights. The rights to indemnification and to the Advancement of Expenses conferred in this Article VII shall not be exclusive of any other right which any individual may have or hereafter acquire under any statute, this Amended and Restated Certificate of Incorporation, the Bylaws of the Company, any agreement, any vote of stockholders or directors, or otherwise.

E. Insurance. The Company may maintain insurance, at its expense, to protect itself and any director, manager, trustee, officer, employee or agent of the Company or another corporation, partnership, joint venture, trust or other enterprise against any expenses, liability or loss, whether or not the Company would have the power to indemnify such individual against such expense, liability or loss under the DGCL.

F. Reliance. Persons who after the date of the adoption of this provision become or remain directors or officers of the Company or who, while a director, officer or other employee of the Company, become or remain a director, officer, employee or agent of a subsidiary, will be conclusively presumed to have relied on the rights to indemnity, Advancement of Expenses and other rights contained in this Article VII in entering into or continuing such service. The rights to indemnification and to the Advancement of Expenses conferred in this Article VII shall apply to claims made against an Indemnitee arising out of acts or omissions which occurred or occur both prior and subsequent to the adoption hereof.

G. Merger or Consolidation. For purposes of this Article VII, references to the "Company" will include, in addition to the resulting Company, any constituent Company (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent Company, or is or was serving at the request of such constituent Company as a director, officer, employee or agent of another Company, partnership, joint venture, trust or other enterprise, will stand in the same position under this Article VII with respect to the resulting or surviving Company as he or she would have with respect to such constituent Company if its separate existence had continued.

H. Savings Clause. If this Article VII or any portion hereof will be invalidated on any ground by any court of competent jurisdiction, then the Company will nevertheless indemnify each person entitled to indemnification under Section A of this Article VII to all expense, liability and loss (including attorneys' fees and related disbursements, judgments, fines, ERJSA excise taxes and penalties, penalties and amounts paid or to be paid in settlement) actually and reasonably incurred or suffered by such person and for which indemnification is available to such Person pursuant to this Article VII to the fullest extent permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

#### ARTICLE VIII

Except as provided in Article VIII above, the Company reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

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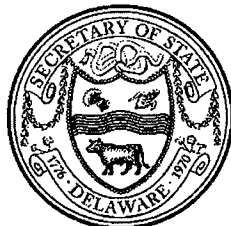
# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "OMEGA ACQUISITION SUB CORPORATION", FILED IN THIS OFFICE ON THE FIFTH DAY OF DECEMBER, A.D. 2012, AT 7:05 O'CLOCK P.M.

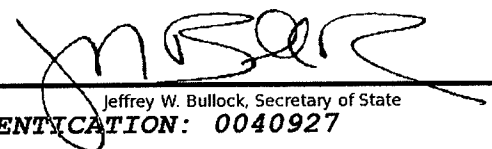
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



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You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0040927

DATE: 12-06-12

TRADEMARK  
REEL: 004958 FRAME: 0533

**CERTIFICATE OF INCORPORATION OF  
OMEGA ACQUISITION SUB CORPORATION**

**ARTICLE I**

The name of the corporation is **Omega Acquisition Sub Corporation** (the "Company").

**ARTICLE II**

The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

**ARTICLE III**

The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law, as the same exists or as may hereafter be amended from time to time.

**ARTICLE IV**

This Company is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock the Company has authority to issue is 1,000 with par value of \$0.001 per share.

**ARTICLE V**

The name and mailing address of the incorporator are as follows:

Gregory T. Kerber  
1600 Technology Drive  
San Jose, CA 95110

**ARTICLE VI**

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Company is expressly authorized to make, alter, amend or repeal the bylaws of the Company.

**ARTICLE VII**

Elections of directors need not be by written ballot unless otherwise provided in the bylaws of the Company.

## ARTICLE VIII

To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or as may hereafter be amended from time to time, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

The Company shall indemnify, to the fullest extent permitted by applicable law, any director or officer of the Company who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding. The Company shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board.

The Company shall have the power to indemnify, to the extent permitted by the Delaware General Corporation Law, as it presently exists or may hereafter be amended from time to time, any employee or agent of the Company who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such Proceeding.

Neither any amendment nor repeal of this Article, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim accruing or arising or that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

## ARTICLE IX

Except as provided in **Article VIII** above, the Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, the undersigned, as the sole incorporator of the Company, have signed this Certificate of Incorporation on December 5, 2012.



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Gregory T. Kerber  
Incorporator