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10/30/00

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Tripath Technology Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Tripath Technology Inc.
Internal Address: _____
Street Address: 3900 Freedom Circle
City: Santa Clara State: CA ZIP: 95054

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 21, 2000

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
TRIPATH TECHNOLOGY 75/501525
COMBINANT DIGITAL 75/545470
TRIPATH 75/866037
CLASS-T 76/073920

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Andrew P. Bridges/Jennifer A. Golinveaux
Internal Address: Wilson Sonsini Goodrich & Rosati
Trademark and Advertising Practices Group
Street Address: 650 Page Mill Road
City: Palo Alto State: CA ZIP: 94303


6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-2415 Attn: 13538-900
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer A. Golinveaux  10/25/00
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002171 FRAME: 0877

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES: "TRIPATH TECHNOLOGY INC.", A CALIFORNIA CORPORATION, WITH AND INTO "TRIPATH TECHNOLOGY INC." UNDER THE NAME OF "TRIPATH TECHNOLOGY INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FIRST DAY OF JULY, A.D. 2000, AT 9 O'CLOCK A.M.

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



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3233215 8100M

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AUTHENTICATION: 0573468

DATE: 07-21-00

TRADEMARK
REEL: 002171 FRAME: 0878

**AGREEMENT AND PLAN OF MERGER
OF TRIPATH TECHNOLOGY INC.
A DELAWARE CORPORATION
AND
TRIPATH TECHNOLOGY INC.
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of July 21, 2000, (the "Agreement") is between Tripath Technology Inc., a Delaware corporation ("Tripath-Delaware") and Tripath Technology Inc., a California corporation ("Tripath-California"). Tripath-Delaware and Tripath-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. Tripath-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 110,211,665 shares, 100,000,000 of which are designated "Common Stock," \$.001 par value, and 10,211,665 of which are designated "Preferred Stock" \$.001 par value. Of such authorized shares of Preferred Stock, 3,245,000 shares are designated "Series A Preferred Stock," 1,966,665 shares are designated "Series B Preferred Stock," 2,000,000 shares are designated "Series C Preferred Stock," and 3,000,000 shares are designated "Series D Preferred Stock." As of the date hereof, 1,000 shares of Common Stock were issued and outstanding, all of which were held by Tripath-California. No shares of Preferred Stock were outstanding.

B. Tripath-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 70,211,665 shares, 60,000,000 of which are designated "Common Stock," no par value and 10,211,665 of which are designated "Preferred Stock," no par value. Of such authorized shares of Preferred Stock, 3,245,000 shares are designated "Series A Preferred Stock," 1,966,665 shares are designated "Series B Preferred Stock," 2,000,000 shares are designated "Series C Preferred Stock," and 3,000,000 shares are designated "Series D Preferred Stock." As of the date hereof, 11,826,675 shares of Common Stock were issued and outstanding, 3,245,000 shares of Series A Preferred Stock were issued and outstanding, 1,966,650 shares of Series B Preferred Stock were issued and outstanding, 1,497,250 shares of Series C Preferred Stock were issued and outstanding and 2,375,666 shares of Series D Preferred Stock were issued and outstanding.

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

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

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

I. MERGER

I.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Tripath-California shall be merged with and into Tripath-Delaware (the "Merger"), the separate existence of Tripath-California shall cease and Tripath-Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be Tripath Technology Inc.

I.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 General 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 meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

I.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Tripath-California shall cease and Tripath-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 Tripath-California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Tripath-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 Tripath-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 Tripath-California in the same manner as if Tripath-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

II.1 Certificate of Incorporation. The Certificate of Incorporation of Tripath-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 of applicable law.

II.2 Bylaws. The Bylaws of Tripath-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.

III. MANNER OF CONVERSION OF STOCK

III.1 Tripath-California Common Shares. Upon the Effective Date of the Merger, each share of Tripath-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, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued.

III.2 Tripath-California Preferred Shares.

(a) Upon the Effective Date of the Merger, each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series D Preferred Stock of Tripath-California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of Tripath-California Common Stock as set forth in the Tripath-California Articles of Incorporation, as amended, 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 or exchanged for one fully paid and nonassessable share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series D Preferred Stock of the Surviving Corporation, \$.001 par value, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which shares of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.001 par value, as such share of Tripath-California Preferred Stock was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

III.3 Tripath-California Options, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Tripath-California under, and continue, the option plans (including without limitation Tripath-California's 1995 Stock Plan), and all other employee benefit plans of Tripath-California. Each outstanding and unexercised option, other right to purchase, or security convertible into, Tripath-California Common Stock or Tripath-California Preferred 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 or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each one share of Tripath-California Common Stock or Preferred Stock, as the case may be, 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 Tripath-California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to outstanding shares of Tripath-California Common Stock or Preferred Stock. Such outstanding shares of Common Stock and Preferred Stock are subject to paragraph 3.1 and 3.2, respectively, hereof.

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

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to which a holder of an assumed Right (other than an option issued pursuant to Tripath-California's 1995 Stock Plan) would otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under Tripath-California's 1995 Stock Plan that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. 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.

III.4 Tripath-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of Tripath-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Tripath-Delaware the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

III.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Tripath-California Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (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 or Preferred 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 Tripath-California Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, respectively, into which such shares of Tripath-California Common Stock or Preferred 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 or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred 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 Tripath-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

IV.1 Covenants of Tripath-Delaware. Tripath-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 Tripath-Delaware with the franchise tax liabilities of Tripath-California.
- (c) Take such other actions as may be required by the California General Corporation Law.

IV.2 Further Assurances. From time to time, as and when required by Tripath-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of Tripath-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 Tripath-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Tripath-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Tripath-Delaware are fully authorized in the name and on behalf of Tripath-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

IV.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 Tripath-California or of Tripath-Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of Tripath-California or by the sole stockholder of Tripath-Delaware, or by both.

IV.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 State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the 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 adversely affect the holders of any class or series of capital stock of any Constituent Corporation.

IV.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 15 East North Street, City of Dover, County of Kent, Delaware 19901 and Incorporating Services, Ltd. is the registered agent of the Surviving Corporation at such address.

IV.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 3900 Freedom Circle, Suite 200, Santa Clara, California 95054, and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

IV.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.

IV.8 FIRPTA Notification. (a) On the Effective Date of the Merger, Tripath-California shall deliver to Tripath-Delaware, as agent for the shareholders of Tripath-California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. Tripath-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 Tripath-California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders

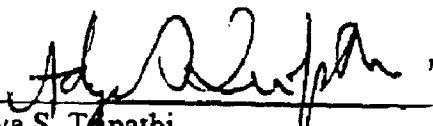
of Tripath-California, (i) such shareholders shall be considered to have requested that the Statement be delivered to Tripath-Delaware as their agent and (ii) Tripath-Delaware shall be considered to have received a copy of the Statement at the request of the Tripath-California shareholders for purposes of satisfying Tripath-Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) Tripath-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).


IV.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

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

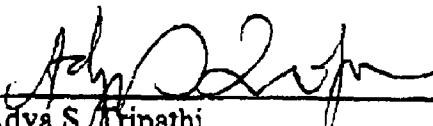
Tripath Technology Inc.
a Delaware corporation

By: 
Adya S. Tripathi
President and Chief Executive Officer

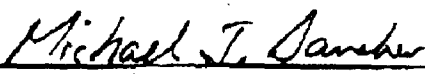
ATTEST:

By: 
John J. DiPietro
Secretary

Tripath Technology Inc.
a California corporation

By: 
Adya S. Tripathi
President and Chief Executive Officer

ATTEST:

By: 
Michael J. Danaher
Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER

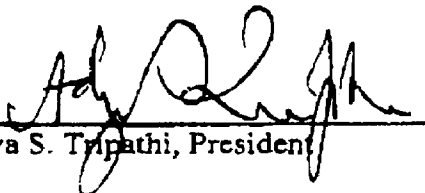
Tripath Technology Inc.
(a California corporation)

Adya S. Tripathi and Michael J. Danaher certify that:

1. They are the duly elected and acting President and Secretary, respectively, of Tripath Technology Inc., a California corporation (the "Corporation").
2. This Certificate is attached to the Agreement and Plan of Merger dated as of July 21, 2000 providing for the merger of the Corporation with and into Tripath Technology Inc., a Delaware corporation.
3. The Agreement and Plan of Merger in the form attached hereto (the "Merger Agreement") was approved by the Board of Directors of the Corporation by resolutions adopted at a regular meeting of the Board of Directors held on July 2, 2000.
4. The total number of outstanding shares of the Corporation entitled to vote on the merger was 11,826,675 shares of Common Stock, 3,245,000 shares of Series A Preferred Stock, 1,966,650 shares of Series B Preferred Stock, 1,497,250 shares of Series C Preferred Stock and 2,375,666 shares of Series D Preferred Stock.
5. The principal terms of the Merger Agreement were approved by an affirmative vote of the shareholders of the Corporation, which exceeded the vote required, such vote being the affirmative vote of more than 50% of the outstanding shares of Common Stock and 50% of the outstanding share of Preferred Stock, voting as separate classes.

The undersigned, each further declares 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 his and her own knowledge.

Executed at Palo Alto, California this 21st day of July, 2000.



Adya S. Tripathi, President



Michael J. Danaher, Secretary

CERTIFICATE OF SECRETARY


and

Tripath Technology Inc.

(a Delaware corporation)

I, John J. DiPietro, the Secretary of Tripath Technology Inc., a Delaware corporation (the "Corporation"), hereby certify that the Agreement and Plan of Merger to which this Certificate is attached was duly signed on behalf of the Corporation by its President and Secretary under the corporate seal of the Corporation and was duly approved and adopted by a unanimous vote of the outstanding stock entitled to vote thereon by written consent of the sole stockholder of the Corporation dated July 21, 2000.

Executed effective on July 21, 2000.



John J. DiPietro, Secretary