

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

3. Additional application number(s) or registration number(s):
(Continued from Page 1)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2252139

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1439831

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of the 14th day of March, 2004, by and among Intersil Corporation, a Delaware corporation ("Parent"), New Castle Merger Sub Corp., a California corporation and wholly-owned subsidiary of the LLC ("Merger Sub"), and New Castle Sub LLC, a single member Delaware limited liability company wholly owned by Parent (the "LLC"), and Xicor, Inc., a California corporation (the "Company").

Background

A. The Board of Directors of Parent has determined that a combination with the Company is in the best interests of its shareholders.

B. The Board of Directors of the Company has determined that a combination with Parent is in the best interests of its stockholders.

C. The Boards of Directors of each of the Company, Parent and Merger Sub and the manager of the LLC believe it is fair to and in the best interests of their respective companies and the shareholders, stockholders or sole member of their respective companies that the Company and the Merger Sub combine into a single company through the merger of Merger Sub with and into the Company (the "Step One Merger") and the merger of the Company, as surviving corporation of the Step One Merger, with and into the LLC (the "Step Two Merger," and together with the Step One Merger, the "Mergers"), with the LLC being the ultimate surviving entity in the Mergers, and, in furtherance thereof, have approved and declared the advisability of this Agreement and the Mergers, upon the terms and subject to the conditions of this Agreement and in accordance with the California General Corporation Law (the "CGCL") and the Delaware General Corporation Law (the "DGCL").

D. Concurrently with the execution of this Agreement, and as a condition and inducement to Parent's, Merger Sub's and LLC's and the Company's willingness to enter into this Agreement, each of the directors and executive officers of the Company is entering into a Voting Agreement in the form attached as Exhibit A (the "Voting Agreement").

E. If the value of the Parent Common Stock to be issued in the Step One Merger valued at the Average Closing Price as reported on the Nasdaq National Market is 40% or more of the total consideration to be paid in exchange for the Company Shares (including, without limitation, the amount of cash to be paid in lieu of fractional shares or for Dissenting Shares and any other payments required to be considered in determining whether the continuity of interest requirements applicable to reorganizations under Section 368 of the Code have been satisfied) (the "Tax Free Valuation Test"), then the parties intend that the Mergers constitute a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

F. The parties intend that the Mergers be accounted for as a purchase transaction for financial accounting purposes.

Terms

In consideration of the foregoing and the mutual representations, warranties, covenants and agreements hereinafter set forth and intending to be legally bound, the parties hereto agree as follows:

**ARTICLE I
THE MERGERS**

1.1. The Step One Merger. At the Effective Time (as defined in Section 1.2(a)) and subject to and upon the terms and conditions of this Agreement, the Agreement of Merger in connection with the Step One Merger attached hereto as Exhibit C (the "Agreement of Merger") and the applicable provisions of the CGCL, Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation of the Step One Merger. The Company as the interim surviving corporation following the Step One Merger is hereinafter sometimes referred to as the "Interim Surviving Corporation."

1.2. Effective Time; Closing.

(a) Concurrently with the Closing (as defined in Section 1.2(b)), the parties shall cause the Step One Merger to be consummated by filing with the Secretary of State of the State of California (the "Secretary of State") an Agreement of Merger in accordance with Chapter 11 of the CGCL. The Step One Merger shall become effective (the "Effective Time") when the Agreement of Merger has been filed with the Secretary of State or at such later time as shall be agreed upon by the parties and specified in the Agreement of Merger.

(b) The closing of the transactions contemplated hereby (the "Closing") shall be held at the offices of Dechert LLP, 975 Page Mill Road, Palo Alto, California, at 10:00 a.m. local time on the second business day following the date on which the conditions set forth in Article VI shall have been satisfied or waived (other than those conditions which by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof), or at such other place or time or on such other date as Parent and the Company may agree. The date on which the Closing takes place is referred to herein as the "Closing Date."

1.3. Effects of the Step One Merger. From and after the Effective Time, the Step One Merger shall have the effects set forth in the CGCL.

1.4. Articles of Incorporation and Bylaws. At the Effective Time, the Certificate of Incorporation of the Interim Surviving Corporation shall be amended to read in its entirety as set forth as Exhibit D hereto until thereafter amended as provided by CGCL and such Articles of Incorporation. At the Effective Time, the Bylaws of the Interim Surviving Corporation shall be amended to read in their entirety as set forth as Exhibit E hereto until thereafter amended as provided by CGCL, the Articles of Incorporation of the Interim Surviving Corporation and such Bylaws.

1.5. Directors and Officers of the Interim Surviving Corporation. At the Effective Time, the directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Interim Surviving Corporation, and the corporate officers of Merger Sub immediately prior to the Effective Time, shall be the officers of the Interim Surviving Corporation, in each case, until their respective successors are duly elected or appointed and qualified.

1.6. Step Two Merger.

(a) **Timing.** Immediately following the Effective Time on the Closing Date, the Interim Surviving Corporation shall be merged directly with and into the LLC in accordance with DGCL and CGCL. Following the Step Two Merger, the separate corporate existence of the Interim Surviving Corporation shall cease and the LLC shall continue as the Surviving Company of the Step Two Merger. The LLC, as the surviving company following the Step Two Merger is hereinafter sometimes referred to as the "Surviving Company."

(b) **Step Two Merger Effective Time.** Immediately following the Effective Time on the Closing Date, the Step Two Merger shall be consummated by the LLC filing a Certificate of Merger (the "Step Two Certificate of Merger") as required by applicable law with respect to the Step Two Merger. The Step Two Merger shall become effective at such time as the Step Two Certificate of Merger is duly filed with the Delaware Secretary of State (the "Step Two Merger Effective Time").

(c) **Effect of the Step Two Merger.** At the Step Two Merger Effective Time, the effect of the Step Two Merger shall be as provided in this Agreement, the Step Two Certificate of Merger and the applicable provisions of applicable law. Without limiting the foregoing, at the Step Two Merger Effective Time, all the property, rights, privileges, powers and franchises of the Interim Surviving Corporation shall vest in the Surviving Company, and all debts, liabilities and duties of the Interim Surviving Corporation shall become the debts, liabilities and duties of the Surviving Company.

(d) **Certificate of Formation; Operating Agreement.**

(i) At the Step Two Merger Effective Time, the Certificate of Formation of the LLC, as in effect immediately prior to the Step Two Merger Effective Time, shall be the Certificate of Formation of the Surviving Company until thereafter amended as provided by DGCL and such Certificate of Formation.

(ii) At the Step Two Merger Effective Time, the Operating Agreement of the LLC, as in effect immediately prior to the Step Two Merger Effective Time, shall constitute the Operating Agreement of the Surviving Company until thereafter amended as provided by law, the Certificate of Formation of the Surviving Company and such Operating Agreement.

(e) **Manager and Officers.** At the Step Two Effective Time, the manager of the LLC immediately prior to the Effective Time shall be the manager of the Surviving Company, and the officers of the LLC immediately prior to the Step Two Merger Effective Time, shall be the officers of the Surviving Company, in each case until their respective successors are duly elected or appointed and qualified.

investigation or review by any Governmental Authority with respect to the Company is pending, or, to the knowledge of the Company, threatened, nor has any Governmental Authority indicated in writing an intention to conduct the same.

3.10. Intellectual Property.

(a) Definitions. For the purposes of this Agreement, the following terms have the following definitions:

(i) "Intellectual Property" shall mean any or all of the following and all rights in, arising out of, or associated therewith: (A) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisional, continuations and continuations-in-part thereof ("Patents"); (B) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (C) all works of authorship, copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (D) all semiconductor manufacturing processes and all semiconductor circuit designs; (E) all rights in mask works and registrations and applications therefor; (F) all industrial designs and any registrations and applications therefor throughout the world; (G) all trade names, logos, domain names common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world; (H) all rights in databases and data collections throughout the world; and (I) any similar, corresponding or equivalent rights to any of the foregoing.

(ii) "Company Intellectual Property" shall mean any Intellectual Property that is owned, purported to be owned or exclusively licensed by the Company or any of its subsidiaries, including without limitation any rights in any design code, documentation, masks and tooling for packaging of semiconductors in connection with all current products and products in design and development.

(iii) "Registered Intellectual Property" shall mean all United States, international and foreign: (i) patents, patent applications (including provisional applications); (ii) registered trademarks and service marks, applications to register trademarks and service marks, intent-to-use applications, or other registrations or applications related to trademarks and service marks, and any domain name registrations; (iii) registered copyrights and applications for copyright registration; (iv) any mask work registrations and applications to register mask works; and (v) any other Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public legal authority.

(iv) "Company Registered Intellectual Property" means all of the Registered Intellectual Property owned by, or filed in the name of, the Company or any of its subsidiaries.

(b) Section 3.10(b) of the Company Disclosure Schedule is a complete and correct list of all Company Registered Intellectual Property and specifies, where applicable, the

Agreement and Plan of Merger

IN WITNESS WHEREOF, Parent, Merger Sub, LLC and the Company have signed this Agreement as of the date first written above.

INTERSIL CORPORATION

By: /s/ RICHARD M. BEYER

Name: Richard M. Beyer
Title: President and Chief Executive Officer

NEW CASTLE MERGER SUB CORP.

By: /s/ RICHARD M. BEYER

Name: Richard M. Beyer
Title: President

NEW CASTLE SUB LLC

By: Intersil Corporation, as the sole member

By: /s/ RICHARD M. BEYER

Name: Richard M. Beyer
Title: President and Chief Executive Officer

XICOR, INC.

By: /s/ LOUIS DINARDO

Name: Louis DiNardo
Title: President and Chief Executive Officer

TRADEMARK