TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/06/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAP Wireless, Inc.		08/06/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CW Acquisition, Inc.
Street Address:	2300 NE Brookwood Parkway
City:	Hillsboro
State/Country:	OREGON
Postal Code:	97124
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85846132	CAP WIRELESS, INC.
Serial Number:	85846706	SPATIUM

CH $65.00 85846132

CORRESPONDENCE DATA

Fax Number: 5035955301
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 5035955300
Email: ptotmdocket@klarquist.com
Correspondent Name: Lisa M. Caldwell, Klarquist Sparkman LLP
Address Line 1: 121 SW Salmon Street, Suite 1600,
Address Line 2: One World Trade Center
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	1238-91689-01/91670-01
NAME OF SUBMITTER:	Lisa Caldwell

Signature:	/Lisa Caldwell/
Date:	09/10/2013

Total Attachments: 16
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AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "**Agreement**"), dated as of August 6, 2013, is made by and between CW Acquisition, Inc., a California corporation ("**Merger Sub**"), and CAP Wireless, Inc., a California corporation (the "**Company**").

RECITALS

A. Merger Sub is a direct, wholly owned subsidiary of TriQuint Semiconductor, Inc. a Delaware corporation ("**Parent**"). Parent, Merger Sub, the Company and Charles Abronson, as Shareholders' Agent, have entered into an Agreement and Plan of Merger and Reorganization dated as of July 3, 2013 (the "**Merger Agreement**"), providing, among other things, for the execution and filing of this Agreement and the merger of the Company with and into Merger Sub upon the terms set forth in the Merger Agreement and this Agreement (the "**Merger**").

B. The respective Boards of Directors of each of the Company and Merger Sub deem it in the best interests of each of such corporations and their respective shareholders that the Company be merged with and into Merger Sub and have approved this Agreement and the Merger.

C. The principal terms of the Merger have been approved by the required vote of the holders of the outstanding capital stock of the Company and by the sole shareholder of Merger Sub, in each case, in accordance with Section 1201 of the California General Corporations Code (the "**Corporations Code**").

D. Parent, the Company and Merger Sub desire to merge the Company with and into Merger Sub, with Merger Sub being the surviving corporation in the Merger, all upon the terms and subject to the conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. THE MERGER; FILING; EFFECTIVE TIME

(a) *The Merger*. Subject to the terms and conditions of the Merger Agreement and in accordance with the laws of the state of California, at the Effective Time (as defined in Section 1(c) hereof) the Company shall be merged with and into Merger Sub. Merger Sub shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "**Surviving Corporation**"). The Merger shall have the effects specified in Section 1107 of the Corporations Code.

(b) *Filing*. This Agreement, together with the officers' certificates of each of the constituent corporations required by the Corporations Code, shall be filed with the Secretary of State of the State of California at the time specified in the Merger Agreement.

(c) *Effectiveness*. The Merger shall become effective at such date and time (the "**Effective Time**") as this Agreement, together with an officers' certificate of each of the

constituent corporations, is duly filed with and accepted by the Secretary of State of the State of California in accordance with Section 1103 of the Corporations Code.

(d) *Further Assurances.* If, at any time after the Effective Time, the Surviving Corporation shall determine or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any rights, properties or assets as a result of, or in connection with, the Merger or otherwise to carry out this Agreement and the Merger Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver all such deeds, bills of sale, assignments and assurances and to take and do all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out the intent of this Agreement and the Merger Agreement.

2. CAPITALIZATION; ARTICLES OF INCORPORATION; BYLAWS; OFFICERS AND DIRECTORS

(a) *Capitalization of the Surviving Corporation.* The capitalization of the Surviving Corporation shall be as set forth in the Articles of Incorporation in effect immediately following the Effective Time.

(b) *Articles of Incorporation.* The Articles of Incorporation of the Surviving Corporation immediately prior to the Effective Time shall continue to be the Articles of Incorporation of the Surviving Corporation after the Effective Time, until such time as they may be amended in accordance with the Corporations Code.

(c) *Bylaws.* The Bylaws of the Surviving Corporation immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Corporation after the Effective Time, until such time as they may be amended in accordance with the Bylaws and Articles of Incorporation.

(d) *Officers and Directors.* The officers and directors of the Surviving Corporation serving in such positions immediately prior to the Effective Time shall continue to serve as the officers and directors of Surviving Corporation after the Effective Time, all of whom shall serve until their resignation or removal or until their successors are elected and qualified.

3. CONSIDERATION FOR THE MERGER

(a) *Merger Consideration; Effect on Capital Stock.*

(1) *Definitions relating to Equity Securities of the Company.*

(A) "**Company Capital Stock**" means, collectively:

- all shares of Common Stock of the Company, no par value per share (the "**Company Common Stock**");

- all shares of Series A Preferred Stock of the Company, no par value per share (the "**Series A Preferred Stock**");

- all shares of Series B Preferred Stock of the Company, no par value per share (the "**Series B Preferred Stock**"); and

- all other shares of Preferred Stock of the Company (the "**Other Preferred Stock**") (the Series A Preferred Stock, Series B Preferred Stock and Other Preferred Stock are together referred to as "**Company Preferred Stock**").

(B) "**Company Warrants**" means the number of shares of Company Common Stock issuable under all warrants outstanding as of immediately prior to the Effective Time for the purchase of Company Common Stock or Company Preferred Stock (on an as converted basis, adjusted for stock splits, recapitalizations and the like).

(C) "**Company Options**" means the number of shares of Company Common Stock issuable under all options to purchase shares of Company Common Stock granted under the Company's 2012 Stock Incentive Plan, as amended, the Company's 2000 Stock Incentive Plan, as amended, or any other stock option plan, program or agreement maintained by the Company or to which the Company is a party, and which are outstanding immediately prior to the Effective Time.

(D) "**Other Rights Outstanding**" means the number of shares of Company Common Stock issuable pursuant to any and all outstanding warrants, calls, subscriptions, conversion, exchange or other similar rights, agreements or commitments to acquire any shares of Company Capital Stock which are exercisable immediately prior to the Effective Time, treated as if converted or exercised for Company Common Stock, but excluding Company Capital Stock, Company Options and Company Warrants.

(E) "**Common Stock Outstanding**" shall be the aggregate number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time.

(F) "**Preferred Stock Outstanding**" shall be the aggregate number of shares of Company Common Stock that would be issued to the holders of Company Preferred Stock outstanding immediately prior to the Effective Time if such Company Preferred Stock were converted into Company Common Stock immediately prior to the Effective Time.

(G) "**Fully Diluted Company Common Shares**" shall be that number of shares of Company Common Stock equal to the sum of (i) the Common Stock Outstanding, (ii) the Preferred Stock Outstanding, (iii) the Company Options, if any, (iv) the Company Warrants, if any, and (v) the Other Rights Outstanding, if any.

(2) *Definitions Relating to Merger Consideration.*

(A) The "**Merger Consideration**" shall be: $14,000,000.

(B) The "**Allocable Merger Consideration**" shall be the Merger Consideration: (i) adjusted downwards by the amount of any Company Closing Date Indebtedness, and (ii) adjusted upwards (or downwards) by the amount that Closing Date Net Working Capital exceeds (or falls short of) $100,000. "**Company Closing Date Indebtedness**" means the aggregate amount, immediately prior to the Effective Time, of the principal of, any accrued but unpaid interest on, any prepayment penalties associated with, and any other amounts due or payable under, the Indebtedness of the Company. "**Indebtedness**" shall mean (i) all indebtedness for borrowed money or for the deferred purchase price of property or services (other than current trade liabilities incurred in the ordinary course of business and payable in accordance with customary practices), (ii) any other indebtedness that is evidenced by a note, bond, debenture or similar instrument, (iii) all obligations under financing leases, (iv) all obligations in respect of acceptances issued or created, (v) all liabilities secured by any lien on any property and (vi) all agreements of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other person. For clarity, Indebtedness does not include current trade debt incurred in the ordinary course of business and payable in accordance with customary practices. "**Closing Date Net Working Capital**" is defined in Section 3(c)(1).

(C) The "**Aggregate Liquidation Preference**" shall be the amounts paid to the holders of Company Preferred Stock as liquidation preference pursuant to the Articles of Incorporation of the Company (the "**Company Articles**") effective immediately prior to the Effective Time, not including any amounts paid to Company Preferred Stock as "remaining assets" (or the term used to describe proceeds remaining after payment of the Company Preferred Stock liquidation preference amounts in the then effective Company Articles).

> For clarity and illustration: At the time of the Merger Agreement, (i) there are outstanding shares of Series A Preferred Stock and Series B Preferred Stock; (ii) there are no outstanding shares of Other Preferred Stock; (iii) the per share liquidation preference amounts with respect to the Series A Preferred Stock and Series B Preferred Stock are $0.0091 and $0.34 respectively; (iv) assuming no changes to items (i), (ii) and (iii) above and that 7,000,000 and 3,652,263 shares of Series A Preferred Stock and Series B Preferred Stock respectively are outstanding at the Effective Time, the Aggregate Liquidation Preference would be $1,305,469.42.

(D) The "**Remaining Merger Consideration**" shall be: The Allocable Merger Consideration less the Aggregate Liquidation Preference.

(E) The "**Per Share Remaining Merger Consideration**" shall be: The Remaining Merger Consideration divided pro rata by the Fully Diluted Company Common Shares.

(F) "**Parent Common Stock**" means common stock of Parent, $0.001 par value per share.

(G) "**Parent Stock Price**" as of a given date means the average closing price of Parent Common Stock on the Nasdaq National Market over the 60 trading days up to and including the given date. In the event that Parent at any time between the date of this Agreement and the Effective Time declares or pays any dividend on Parent Common Stock payable in Parent Common Stock or in any right to acquire Parent Common Stock, or effects a subdivision of the outstanding shares of Parent Common Stock into a greater number of shares of Parent Common Stock (by stock dividends, combinations, splits, recapitalizations and the like), or in the event the outstanding shares of Parent Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Parent Common Stock, which dividend, subdivision or other action would become effective during the 60 trading days during which the Parent Stock Price is calculated, then the Parent Stock Price shall be appropriately adjusted. The "**Parent Closing Date Stock Price**" is the Parent Stock Price as of the date that is 3 trading days prior to the Effective Time.

(3) *Merger Consideration.*

(A) At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub or the Company, each outstanding share of Company Common Stock and Company Preferred Stock (other than shares, if any, which are Dissenting Shares), shall, upon the terms and subject to the conditions set forth in this Agreement, be canceled and extinguished and automatically exchanged for the applicable respective pro rata portion of the Merger Consideration, calculated pursuant to Section 3(a)(2) and the Company Articles, subject to Section 3(c), the setting aside of the Escrow Fund (as defined in the Merger Agreement) and the provisions of Article VIII of the Merger Agreement.

For clarity and illustration, making the assumptions specified in Section 3(a)(2)(C) above, and subject in all cases to Section 3(c) below, the setting aside of the Escrow Fund and provisions relating thereto:

- Each share of Series A Preferred Stock would be exchanged pro rata for the right to receive $0.0091.
- Each share of Series B Preferred Stock would be exchanged pro rata for the right to receive $0.34 plus an amount equal to the Per Share Remaining Merger Consideration.
- Each share of Company Common Stock would be exchanged pro rata for the right to receive an amount equal to the Per Share Remaining Merger Consideration.

(B) With respect to each separate class (in the case of a class of Company Capital Stock that has not been designated into series) or each separate series of Company Capital Stock, the per share amount to be paid pro rata to the holders of such class or series pursuant to Section 3(a)(3)(A) shall respectively be called the "**Exchange Ratio**" for that class or series.

(C) The aggregate amount of consideration to be paid to each holder of Company Capital Stock (a "**Shareholder**") hereunder shall be calculated by aggregating all shares of Company Capital Stock held by such Shareholder and multiplying, for each share, by the respective Exchange Ratio, and rounding (after aggregation) to the nearest whole cent. Such amount is the "**Aggregate Shareholder Consideration**" for such Shareholder.

(D) Each Shareholder's Aggregate Shareholder Consideration is to be paid in a combination of Parent Common Stock and cash, subject to Section 3(c), the setting aside of the Escrow Fund and the provisions of Article VIII of the Merger Agreement. The combination is calculated by dividing such Shareholder's Aggregate Shareholder Consideration by 2, and rounding the result up to the nearest multiple of the Parent Closing Date Stock Price. This amount is such Shareholder's "**Aggregate Shareholder Stock Consideration**" and is payable in a number of shares of Parent Common Stock equal to the Aggregate Shareholder Stock Consideration divided by the Parent Closing Date Stock Price. The Aggregate Shareholder Consideration less the Aggregate Shareholder Stock Consideration is the "**Aggregate Shareholder Cash Consideration**" and is payable in cash.

(4) *Adjustments to Exchange Ratio.* The Exchange Ratio (and any amounts or numbers described by defined terms used to calculate the Exchange Ratio) applicable to any class or series of Company Common Stock shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Company Capital Stock), reorganization, recapitalization or other like change with respect to Company Capital Stock occurring after the date hereof and prior to the Effective Time so as to provide Parent and the holders of Company Common Stock and Company Preferred Stock the same economic effect as contemplated by this Agreement prior to such stock split, reverse split, stock dividend, reorganization, recapitalization or like change.

(5) *Dissenting Shares.* Notwithstanding anything to the contrary contained in this Agreement, any shares of capital stock of the Company that the holder thereof has demanded that the Company purchase in accordance with Chapter 13 of the Corporations Code (such shares, "**Dissenting Shares**") shall not be converted into or represent the right to receive a portion of Merger Consideration in accordance with Section 3(a)(3), and the holder or holders of such shares shall be entitled only to such rights as may be granted to such holder or holders in Chapter 13 of the Corporations Code; provided, however, that if the status of any such shares as Dissenting Shares shall not be perfected, or if any such shares shall lose their status as Dissenting Shares, then, as of the later of the Effective Time or the time of the failure to perfect such status or the loss of such status, such shares shall automatically be converted into and shall represent only the right to receive (upon the surrender of the certificate or certificates representing such shares) a portion of the Merger Consideration in accordance with Section 3(a)(3).

(6) *Cancellation of Company Capital Stock Owned by Parent.* At the Effective Time, all shares of Company Capital Stock that are owned by the Company as treasury stock, and each share of Company Capital Stock owned by Parent or any direct or indirect wholly owned subsidiary of Parent or of the Company immediately prior to the Effective Time shall be cancelled.

(b) *Surrender of Certificates; Payment Procedures.*

(1) *Exchange Agent.* American Stock Transfer & Trust Company, LLC shall act as exchange agent (the "**Exchange Agent**") in connection with the Merger.

(2) *Closing Date Deliverables; Parent to Provide Cash and Parent Common Stock.*

(A) The "**Total Aggregate Stock Consideration**" is the sum of the Aggregate Shareholder Stock Consideration for all Shareholders. The "**Escrow Fund Amount**" is $2,100,000. The "**Closing Date Stock Amount**" is the Total Aggregate Stock Consideration less 75% of the Escrow Fund Amount. Immediately after the Effective Time, Parent shall deliver to the Exchange Agent a number of shares of Parent Common Stock equal to the Closing Date Stock Amount divided by the Parent Closing Date Stock Price. The shares will be held by the Exchange Agent in a segregated account for the benefit of the Shareholders, in amounts reflecting such Shareholders' respective Aggregate Shareholder Stock Consideration, less such Shareholders' respective pro rata shares of 75% of the Escrow Fund Amount. The shares of Parent Common Stock will be unregistered and, when certificates representing such shares are issued to the Shareholders, such certificates will bear a legend substantially similar to the following:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933 PROVIDED NO OPINION SHALL BE REQUIRED IF THE TRANSFER IS TO AN AFFILIATE OF THE TRANSFEREE OR IF THERE IS NO MATERIAL QUESTION AS THE AVAILABILITY OF THE HOLDER HEREOF TO TRANSFER THE CERTIFICATE UNDER RULE 144."

(B) The "**Total Aggregate Cash Consideration**" is the sum of the Aggregate Shareholder Cash Consideration for all Shareholders. The "**Overpayment Reserve**" is $100,000. The "**Closing Date Cash Amount**" is the Total Aggregate Cash Consideration less the sum of the Overpayment Reserve and 25% of the Escrow Fund Amount. Immediately after the Effective Time, Parent shall deliver to the Exchange Agent the Closing Date Cash Amount. The Exchange Agent will hold the Closing Date Cash Amount in an account for the benefit of the Shareholders in amounts reflecting such Shareholders' respective Aggregate Shareholder Cash Consideration, less such Shareholders' respective pro rata shares of the Overpayment Reserve and 25% of the Escrow Fund Amount.

(C) The Exchange Agent will hold the Closing Date Stock Amount and Closing Date Cash Amount as Merger Consideration for exchange and payment in accordance with this Section 3, through such reasonable procedures as Parent may adopt.

(D) Immediately after the Effective Time, and subject to, and in accordance with, the provisions of Article VIII of the Merger Agreement, Parent shall cause to be distributed to the Escrow Agent (as defined in Article VIII of the Merger Agreement): (i) a number of shares of Parent Common Stock equal to 75% of the Escrow Fund Amount divided by the Parent Closing Date Stock Price (such shares, when deposited with the Escrow Agent, shall become the "**Escrow Shares**"), and (ii) an amount of cash equal to 25% of the Escrow Fund Amount (the "**Escrow Cash**"); the Escrow Shares and Escrow Cash shall be set aside from distributions of the portion of Merger Consideration into which shares of Company Capital Stock shall have been converted. The Escrow Shares and Escrow Cash shall be governed by and released in accordance with Article VIII of the Merger Agreement and the Escrow Agreement. The Escrow Shares will be in the name of the Shareholders, in amounts reflecting such Shareholders' respective pro rata shares of the Escrow Shares, such that the shares of Parent Stock available at the Effective Time plus the shares in the Shareholder's name as part of the Escrow Fund at the Effective Time, shall equal such Shareholder's Aggregate Shareholder Stock Consideration. The Shareholders will have any voting and dividend rights associated with such shares, unless and until such shares are cancelled in accordance with Article VIII of the Merger Agreement. The certificates representing the Escrow Shares will be held by the Escrow Agent. The Escrow Shares will not be registered, and certificates representing such shares will bear a legend substantially similar to the legend set forth in Section 3(b)(2)(A).

(E) Immediately after the Effective Time, and subject to, and in accordance with, Section 3(c), Parent shall set aside cash in a segregated account in the amount of the Overpayment Reserve. The Overpayment Reserve shall be governed by and released in accordance with Section 3(c).

(3) *Exchange Procedures*. To the extent Stock Certificates and transmittal materials have not been previously delivered to Parent or the Exchange Agent, promptly after the Effective Time, the Surviving Corporation shall cause to be mailed to each holder of record of a certificate representing shares of Company Common Stock or Company Preferred Stock ("**Stock Certificate**") whose shares were converted into the right to receive the a portion of the Merger Consideration, (i) a letter of transmittal (which shall be in customary form and have such other provisions as are reasonably acceptable to the Company and Parent) and (ii) instructions for use in effecting the surrender of the Stock Certificates in exchange for the a portion of the Merger Consideration. Upon surrender of a Stock Certificate for cancellation (or, as applicable, a certification of lost instrument and indemnity) to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holder of such Stock Certificate shall be entitled to receive in exchange therefor the amount of cash and Parent Common Stock which such holder has a right to receive as Merger Consideration (less the applicable proportion of the Escrow Shares, Escrow Cash and Overpayment Reserve attributable to such holder), and any Stock Certificate so surrendered shall forthwith be cancelled. Until so surrendered, each outstanding Stock Certificate that, prior to the Effective Time, represented shares of Company Capital Stock will be deemed from and after the Effective Time, for all corporate purposes, to evidence the portion of the Merger Consideration into which such shares of Company Capital Stock shall have been so converted.

(4) *Dissenting Shares.* The provisions of this Section 3(b) shall also apply to Dissenting Shares that lose their status as such, except that the obligations of Parent under this Section 3(b) shall commence on the date of loss of such status and the holder of such shares shall be entitled to receive in exchange for such shares a portion of the Merger Consideration.

(c) *Post-Closing Adjustment.*

(1) *Working Capital Calculation.* Within 45 days after the Effective Time, Parent shall prepare a balance sheet of the Company as of immediately prior to the Effective Time (the "**Closing Date Balance Sheet**"), which shall be prepared in accordance with Modified GAAP (as defined in Section 2.4 of the Merger Agreement) applied on a basis consistent with the Financial Statements (defined in Section 2.4 of the Merger Agreement), and based thereon shall prepare and deliver to the Shareholder's Agent a computation (the "**Draft Calculations**") of the Closing Date Net Working Capital. "**Closing Date Net Working Capital**" means the current assets of the Company minus the current liabilities of the Company, determined in accordance with Modified GAAP consistently applied by the Company, exclusive of Indebtedness, as of immediately prior to the Effective Time. Parent shall make available to the Shareholders' Agent all records and work papers related to the preparation of the Closing Date Balance Sheet and the Draft Calculations. If the Shareholders' Agent disagrees with the Closing Date Balance Sheet and/or the computation of the Closing Date Net Working Capital, the Shareholders' Agent may, within 30 days after receipt of the Draft Calculations, deliver a notice (an "**Objection Notice**") to Parent setting forth the Shareholders' Agent's calculations thereof. Parent and the Shareholders' Agent will use commercially reasonable efforts to resolve any disagreements. If they do not obtain a final resolution within 30 days after Parent received the Objection Notice, Parent and the Shareholders' Agent shall jointly retain a nationally recognized accounting firm to resolve the remaining disagreements. Parent and the Shareholders' Agent shall direct the accounting firm to render a determination with 60 days of its retention. Each party shall cooperate with the accounting firm during its engagement. The accounting firm's determination shall be based on the relevant definitions in this Agreement. Absent manifest error, the accounting firm's determination shall be conclusive and binding on the parties. The fees, costs and expenses of the accounting firm shall be borne entirely by the party whose assertions regarding Closing Date Net Working Capital differ in the aggregate by the greatest amount from the determination of the accounting firm. If the Shareholders' Agent does not deliver an Objection Notice within the time period set forth above, then the Closing Date Net Working Capital set forth in the Draft Calculations will be conclusive and binding on the parties.

(2) *Post-Closing Adjustment.* If the Closing Date Net Working Capital exceeds $100,000, the amount of such excess is a "**Closing Date Underpayment**." If the Closing Date Net Working Capital is less than $100,000, the amount of such shortfall is a "**Closing Date Overpayment**." The Merger Consideration shall be adjusted upwards by the amount of any Closing Date Underpayment, or downwards by the amount of any Closing Date Overpayment.

(3) *Payment of Post-Closing Adjustment.*

(A) If there is a Closing Date Underpayment, then within 10 business days after its final determination, Parent shall deliver the Overpayment Reserve (payable in cash) and the amount of the Closing Date Underpayment (payable as (i) a number of shares of Parent Common Stock equal to 50% of the Closing Date Underpayment divided by the Parent Closing Date Stock Price, and (ii) an amount of cash equal to 50% of the Closing Date Underpayment) to the Exchange Agent, to be distributed as Merger Consideration to the Shareholders.

(B) If there is a Closing Date Overpayment, then Parent shall deduct the amount of the Closing Date Overpayment from the Overpayment Reserve. Within 10 business days after the determination of the Closing Date Overpayment, Parent shall deliver any remaining amount of the Overpayment Reserve (payable in cash) to the Exchange Agent, to be distributed as Merger Consideration to the Shareholders. If the Overpayment Reserve is insufficient to reimburse Parent the entire amount of the Closing Date Overpayment, then the Shareholders shall deliver (after full exhaustion of the Overpayment Reserve) their proportional share of the shortfall to Parent.

(d) *No Further Ownership Rights in Company Capital Stock.*

The Merger Consideration issued upon the surrender for exchange of Stock Certificates in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to such shares of Company Capital Stock, and there shall be no further registration of transfers on the records of the Surviving Corporation of shares of Company Capital Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Stock Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged for the appropriate portion of the Merger Consideration as provided in this Section 3.

(e) *Lost, Stolen or Destroyed Certificates.*

In the event that any Stock Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall issue and pay the applicable portion of the Merger Consideration in exchange for such lost, stolen or destroyed Stock Certificates upon the making of an affidavit of that fact by the holder thereof; provided, however, that Parent may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Stock Certificates to (a) deliver a bond in such sum as the Exchange Agent may direct as indemnity, (b) certify the loss, theft or destruction of such Stock Certificate and (c) agree to indemnify Parent for damages suffered by Parent as a result of such loss, theft or destruction or against any claim that may be made against Parent, the Surviving Corporation or the Exchange Agent with respect to the Stock Certificates alleged to have been lost, stolen or destroyed, such certification and indemnity to be provided in a customary form reasonably satisfactory to Parent.

4. TERMINATION; MODIFICATION OR AMENDMENT

(a) *Termination.* Notwithstanding the approval of this Agreement by the shareholders of Merger Sub and the Company, this Agreement shall terminate forthwith in the event that the Merger Agreement shall be terminated prior to the Effective Date.

(b) *Modification or Amendment.* At any time (before or after approval hereof by the shareholders of the constituent corporations) prior to the Effective Time, the parties hereto may, by written agreement, make any modification or amendment of this Agreement approved by their respective Boards of Directors, provided such modification or amendment is not made which by law requires the further approval of shareholders without obtaining such further approval. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

[Signatures on Next Page]

For the convenience of the parties hereto, this Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending it to be effective as of the date first herein above written.

CAP Wireless, Inc.

By: _____
Fred Strum, President

By: _____
Mark Lampenfeld, Secretary

CW Acquisition, Inc.

By: _____
Ralph Quinsey, President

By: _____
Steve Buhaly, Secretary

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CW Acquisition, Inc.

By: _____
Ralph Quinsey, President

By: _____
Steve Buhaly, Secretary

CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER

OF

CAP WIRELESS, INC.
a California corporation

Fred Sturm and Mark Lampenfeld hereby certify that:

1. They are the President and the Secretary, respectively, of CAP Wireless, Inc., a California corporation (the "**Corporation**").

2. The principal terms of the Agreement of Merger to which this Certificate is attached (the "**Agreement of Merger**") were duly approved by the Board of Directors and the shareholders of the Corporation.

3. The outstanding shares of each class of stock of the Corporation entitled to vote with respect to the Agreement of Merger consist of (a) 11,375,270 shares of the Corporation's Common Stock, (b) 7,000,000 shares of the Corporation's Series A Preferred Stock and (c) 3,652,263 shares of the Corporation's Series B Preferred Stock.

4. The percentage vote required for the approval of the Agreement of Merger was (a) more than 50% of all outstanding shares of the Corporation's Common Stock, (b) more than 50% of all outstanding shares of the Corporation's Series A Preferred Stock voting as a separate class, (c) more than 50% of all outstanding shares of the Corporation's Series B Preferred Stock voting as a separate class, and (d) more than 50% of all outstanding shares of the Corporation's Common Stock, Series A Preferred Stock and Series B Preferred Stock (on an as-converted to Common Stock basis), all voting together as a single class. The number of shares voting in favor of the Agreement of Merger exceeded the vote required.

We 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 our own knowledge.

Date: August 6, 2013

Fred Sturm, President

Mark Lampenfeld, Secretary

CERTIFICATE OF APPROVAL

OF

AGREEMENT OF MERGER

OF

CW ACQUISITION, INC.
a California corporation

Ralph Quinsey and Steve Buhaly hereby certify that:

1. They are the President and the Secretary, respectively, of CW Acquisition, Inc., a California corporation (the "**Corporation**").

2. The principal terms of the Agreement of Merger to which this Certificate is attached (the "**Agreement of Merger**") were duly approved by the Board of Directors and the shareholders of the Corporation.

3. The Corporation has only one class of shares entitled to vote with respect to the Agreement of Merger, designated Common Stock, of which 1,000 shares are outstanding.

4. The percentage vote required for the approval of the Agreement of Merger was more than 50% of all the shares entitled to vote. The number of shares voting in favor of the Agreement of Merger exceeded the vote required.

We 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 our own knowledge.

Date: August 6, 2013

Ralph Quinsey, President

Steve Buhaly, Secretary

I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

AUG 07 2013

Date: _____

DEBRA BOWEN, Secretary of State