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RECORD



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To the Honorable Commissioner of Patents and Trademarks, Documents or copy thereof.  
Unless filed with a new application, mail to: BOX ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C. 20231.

1. Name of conveying party(ies):

Micron Display Technology, Inc.  
3000 S. Denver Way  
Boise, ID 83705



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

2. Name and address of receiving party(ies):

Name: Micron Technology, Inc.  
Address: 8000 South Federal Way  
Boise, ID 83707-0006

Additional name(s) & address(es) attached?  Yes  No

CERTIFICATE OF MAILING

I hereby certify that this paper or fee along with any attachments referred to or identified as being attached or enclosed is being deposited with the United States Postal Service as First Class Mail (under 37 C.F.R. § 1.8(a)) on the date of deposit shown below with sufficient postage and in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

April 27, 2000  
Date of Deposit

Signature of registered practitioner or other person having reasonable basis to expect mailing to occur on date of deposit shown pursuant to 37 C.F.R. § 1.8(a)(1)(ii)

Devin R. Jensen  
Typed/printed name of person whose signature is contained above

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: September 17, 1997

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. U.S. Patent Application No.(s)  
09/290,532

B. U.S. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Joseph A. Walkowski  
Trask Britt  
P.O. Box 2550  
Salt Lake City, UT 84110-2550

Attorney Docket No. 3158.2US (97-152.2)

6. Total number of U.S. applications and U.S. patents involved:

7. Total fee (37 C.F.R. § 3.41) . . . . . \$ 40.00  
(\$40.00 times number in box 6)  
Check no. 13630 is enclosed in this amount.

8. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to deposit account number 20-1469.

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct.

Devin R. Jensen

Name of Person Signing  
Reg. No. 44,805

Signature

April 27, 2000

Date

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

FROM CORPORATION TRUST-DOVER, DE 3026748340 (WED) 9.17' 97 16:18/ST. 16:07/NO. 4260103994 P 2

PAGE 1

*State of Delaware*  
*Office of the Secretary of State*

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 MERGER, WHICH MERGES:

"MICRON DISPLAY TECHNOLOGY, INC.", A IDAHO CORPORATION, WITH AND INTO "MICRON TECHNOLOGY, INC." UNDER THE NAME OF "MICRON TECHNOLOGY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SEVENTEENTH DAY OF SEPTEMBER, A.D. 1997, AT 2:30 O'CLOCK P.M.

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



Edward J. Freel, Secretary of State

2032425 8100M

971310885

AUTHENTICATION:

8655413

DATE:

09-17-97

PATENT  
REEL: 010779 FRAME: 0730

FROM CORPORATION TRUST-DOVER, DE 3026748340  
SEP. -17' 97 (WED) 12:15 HAWLEY TROXELL

(WED) 9. 17' 97 16:18/ST. 16:07/NO. 4260103994 P 3  
TEL: 208-344-6505 P. 003

**CERTIFICATE OF MERGER  
MERGING  
MICRON DISPLAY TECHNOLOGY, INC.,  
an Idaho corporation,  
WITH AND INTO  
MICRON TECHNOLOGY, INC.,  
a Delaware corporation**

*In accordance with Section 252 of the  
General Corporation Law of Delaware*

The undersigned, Steven R. Appleton, President and Chief Executive Officer, and Roderio W. Lewis, Vice President - Legal Affairs, General Counsel and Corporate Secretary of Micron Technology, Inc., a Delaware corporation,

**DO HEREBY CERTIFY:**

1. The name and state of incorporation of each of the constituent corporations are Micron Technology, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), and Micron Display Technology, Inc., a corporation organized and existing under the laws of the State of Idaho ("MDT"). The authorized capital stock of MDT is 30,000,000 shares of common stock, par value \$0.10 per share.
2. An Agreement and Plan of Merger, dated as of August 29, 1997 (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 252 of the Delaware General Corporation Law (the "DGCL").
3. The name of the surviving corporation (the "Surviving Corporation") in the merger is Micron Technology, Inc.
4. An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation, as follows:  
  

Micron Technology, Inc.  
8000 South Federal Way  
Boise, Idaho 83704  
Attention: General Counsel
5. That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the constituent corporations.
6. The Merger shall become effective at 12:01 a.m., Mountain Time, on the date this Certificate of Merger is filed with the Secretary of State of the State of Delaware.

FROM CORPORATION TRUST-DOVER, DE 3026748340  
SEP. -17 97(WED) 14:13 HAWLEY TROXELL

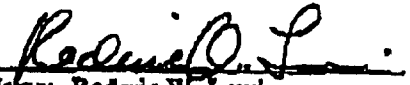
(WED) 9. 17' 97 16:19/ST. 16:07/NO. 4260103994 P 4  
TEL:208-344-6505 P. 004

IN WITNESS WHEREOF, the undersigned have affirmed the statements herein as true and as the act and deed of Micron Technology Inc., under penalties of perjury, as of the 16th day of September, 1997.

**MICRON TECHNOLOGY, INC.**

By:   
Print Name: Steven K. Appleton  
Title: President and Chief Executive Officer

**ATTEST:**

By:   
Print Name: Roderic W. Lewis  
Title: Vice President - Legal Affairs, General Counsel and Corporate Secretary

# State of Idaho

## Department of State

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the corporation, limited partnership, limited liability company and limited liability partnership records of this State.

I FURTHER CERTIFY That the annexed is a full, true and complete transcript of articles of merger of MICRON DISPLAY TECHNOLOGY, INC., an Idaho corporation, into MICRON TECHNOLOGY, INC., a Delaware corporation, received and filed in this office on September 17, 1997, under file number C 99273, as appears of record in this office as of this date.

Dated: September 25, 1997



*Pete T. Cenarrusa*  
SECRETARY OF STATE

By *Alicia Hartley*

SEP 17 3 50 PM '97

**ARTICLES OF MERGER**  
**MERGING**  
**MICRON DISPLAY TECHNOLOGY, INC.,**  
an Idaho corporation,  
**WITH AND INTO**  
**MICRON TECHNOLOGY, INC.,**  
a Delaware corporation

*In accordance with Section 30-1-1105 of the  
Idaho Business Corporation Act*

Micron Technology, Inc., a Delaware corporation, DOES HEREBY CERTIFY as follows:

1. The Constituent corporations (the "Constituent Corporations") in the merger (the "Merger") are Micron Display Technology, Inc., an Idaho corporation ("MDT"), and Micron Technology, Inc., a Delaware corporation ("MTI").
2. A Plan of Merger dated as of August 29, 1997 (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 30-1-1103 of the Idaho Business Corporation Act (the "IBCA"). The Merger Agreement is attached hereto as Exhibit A and is incorporated herein by this reference.
3. The shareholders of MTI, the surviving corporation in the Merger, were not required to approve the Merger pursuant to the provisions of the Delaware Business Corporation Law and the IBCA.
4. The number of shares of MDT outstanding and entitled to vote was 9,685,247 shares of Common Stock; the following shares voted for, voted against or did not vote or abstained from voting with respect to the Merger Agreement:

	Voted	No Vote Received or Vote Abstained
	<u>For</u>	<u>Against</u>
Common Stock . . . . .	(99.97%)	( 0 %)

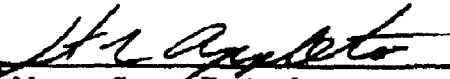
5. The Merger shall become effective at 12:01 a.m. on the date on which these Articles of Merger are filed with the Secretary of State of the State of Idaho.

TERRY SECRETARY OF STATE  
 09/18/1997 09:00  
 CK: 40191 CT: 20322 MH: 39446

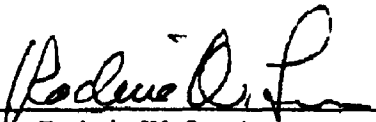
\* \* \*  
 1 @ 30.00 = 30.00 MERGER  
 1 @ 20.00 = 20.00 EXPEDITE C  
 C99273

IN WITNESS WHEREOF, Micron Technology, Inc. has caused these Articles of Merger to be executed by its duly authorized officers this 16th day of September, 1997.

**MICRON TECHNOLOGY, INC.**

By:   
Print Name: Steven R. Appleton  
Title: President and Chief Executive Officer

**ATTEST:**

By:   
Print Name: Roderic W. Lewis  
Title: Vice President - Legal Affairs, General Counsel and Corporate Secretary

**ARTICLES OF MERGER - 2**

3 1011007.079521904-193-ART. 001

**PATENT**  
**REEL: 010779 FRAME: 0735**

EXHIBIT A  
(To Articles of Merger)

**PLAN OF MERGER**

THIS PLAN OF MERGER (this "Agreement") is entered into this 29th day of August, 1997, by and between MICRON TECHNOLOGY, INC., a Delaware corporation ("MTI"), and MICRON DISPLAY TECHNOLOGY, INC., an Idaho corporation ("MDT"). MTI and MDT are sometimes referred to jointly as the "Constituent Corporations."

WHEREAS, the Boards of Directors of each of the Constituent Corporations have deemed it advisable for the mutual benefit of the Constituent Corporations and their respective shareholders that MDT be merged with and into MTI, pursuant to the provisions of the Idaho Business Corporation Act and the Delaware General Corporation Law (the "Merger").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and subject to the terms and conditions of this Agreement, MTI and MDT hereby agree as follows:

ARTICLE I  
THE MERGER

1.1 *The Merger.* Subject to the terms and conditions of this Agreement, in accordance with Part 11 of the Idaho Business Corporation Act (the "IBCA") and Title 8 of the Delaware General Corporation Law (the "DGCL"), at the Effective Time (as defined in *Section 1.2* hereof), MDT shall be merged with and into MTI. At the Effective Time, (i) the separate corporate existence of MDT shall cease and (ii) MTI shall continue as the surviving corporation in the Merger (the "Surviving Corporation") and shall continue its existence under the laws of the State of Delaware. As a result of the Merger, the outstanding shares of capital stock of MDT shall be converted or cancelled in the manner provided in *Article 2* hereof.

1.2 *Effective Time of the Merger.* At the closing of the transactions contemplated herein, (a) a Certificate of Merger shall be executed by MTI and filed with the Secretary of State of the State of Delaware pursuant to Section 252 of the DGCL, and (b) Articles of Merger shall be executed by MTI and filed with the Secretary of State of the State of Idaho, pursuant to Section 30-1-1105 of the IBCA. The "Effective Time" of the Merger shall be, and such term as used herein shall mean, 12:01 a.m., Mountain Time, on the later of the date of issuance of the Certificate of Merger or Articles of Merger by the Delaware or Idaho Secretary of State, respectively.



1.3 *Certificate of Incorporation and Bylaws of the Surviving Corporation.* At the Effective Time, (i) the Certificate of Incorporation of MTI as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until thereafter amended as provided by law and such Certificate of Incorporation, and (ii) the By-laws of MTI as in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation until thereafter amended as provided by law, the Certificate of Incorporation of the Surviving Corporation and such Bylaws.

1.4 *Directors and Officers of the Surviving Corporation.* The directors and officers of MTI immediately prior to the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-laws and any written agreements between MTI and such officers and directors.

1.5 *Effects of the Merger.* At and after the Effective Time, the Merger shall have the effects set forth in the DGCL and the IBCA.

1.6 *Further Assurances.* Each party hereto will, either prior to or after the Effective Time, execute such further documents, instruments, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be requested by one or more of the parties to consummate the Merger, to vest the Surviving Corporation with full title to all assets, properties, privileges, rights, approvals, immunities and franchises of either of the Constituent Corporations or to effect the other purposes of this Agreement.

## ARTICLE 2 CONVERSION OF SHARES

2.1 *Conversion of Shares.* At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock, par value \$.10 per share, of MDT ("MDT Common Stock") then issued and outstanding (other than shares of MDT Common Stock owned by MTI or any subsidiary of MTI or shares held in the treasury of MDT, all of which shall be cancelled, and Dissenting Shares, as hereinafter defined, if applicable), shall be converted into the right to receive cash consideration in the amount of Eighteen and No/100 Dollars (\$18.00) per share (the "Merger Consideration").

2.2 *Surrender of Certificates.* Each holder of record of outstanding shares of MDT Common Stock will be entitled to payment of the cash Merger Consideration set forth in Section 2.1 above, only after the following documents are returned to MTI after the Effective Time: (i) a duly executed letter of transmittal, (ii) a duly executed stock power, (iii) the share certificates representing the shareholder's MDT Common Stock (the "Share Certificates") and (iv) such other documents as MTI may reasonably require. If the MDT shareholder has a debt owing to MTI for funds used to purchase the shareholder's MDT Common Stock, then the principal amount

owed, together with interest calculated as of the Effective Time, will be deducted from the Merger Consideration paid to such shareholder. Surrendered Share Certificates shall be immediately cancelled. In no event shall the holder of any Share Certificate be entitled to receive interest on any funds to be received in the Merger. In the event of a transfer of ownership of MDT Common Stock which is not registered in the transfer records of MDT, cash representing that number of shares of MDT Common Stock may be issued to a transferee if the above procedures are complied with and if all documents required to evidence that the terms of any applicable stock purchase agreement and related paperwork have been complied with and any applicable transfer taxes have been paid.

2.3 *Closing Stock Transfer Books.* As of the Effective Time, it shall be deemed that the stock transfer books of MDT applicable to MDT Common Stock are closed and no transfer of shares of MDT Common Stock on such books shall thereafter be made.

### ARTICLE 3 DISSENTING SHARES

3.1 *Dissenting Shares.* If required by the IBCA and notwithstanding anything in this Agreement to the contrary, shares of MDT Common Stock which are issued and outstanding immediately prior to the Effective Time and which are held by MDT stockholders who have not voted such shares in favor of the adoption of this Agreement and approval of the Merger and who shall have delivered a written objection to the Merger in the manner provided in the IBCA (the "Dissenting Shares"), shall not be converted into the right to receive the Per Share Purchase Price provided in Section 2.1 hereof, unless and until such holders shall have failed to perfect in the manner provided in the IBCA or shall have effectively withdrawn or lost their rights to appraisal and payment under the IBCA. If any such holder shall have so failed to perfect or shall have effectively withdrawn or lost such right, such holder's shares shall thereupon be deemed to have been converted into the right to receive, as of the Effective Time, the Per Share Purchase Price provided in Section 2.1 hereof, without any interest thereon. Any payment for Dissenting Shares will be made by the Surviving Corporation. MDT will not settle or compromise any claims for dissenters' rights in respect to the Merger prior to the Effective Time without the prior written consent of MDT.

### ARTICLE 4 MISCELLANEOUS

4.1 *Abandonment.* At any time before the Effective Time, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either of the Constituent Corporations, notwithstanding approval of this Agreement by the shareholders of MDT.

4.2 *Amendment.* At any time prior to the Effective Time, this Agreement may be amended by the Boards of Directors of the Constituent Corporations to the fullest extent

permitted by applicable law; provided, however, there may not be, without further approval of the shareholders of MDT, any amendment of this Agreement which reduces the Per Share Purchase Price.

4.3 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.4 *Applicable Law.* This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, Micron Technology, Inc. and Micron Display Technology, Inc. have caused this Plan of Merger to be executed by their duly authorized officers as of the day and year first above written.

MICRON TECHNOLOGY, INC.

MICRON DISPLAY TECHNOLOGY, INC.

By: *Steven R. Appleton*  
Print Name: Steven R. Appleton  
Title: President and Chief Executive Officer

By: *David A. Cathey, Jr.*  
Print Name: David A. Cathey, Jr.  
Title: President and Chief Executive Officer

Attest:  
*Roderic W. Lewis*  
Roderic W. Lewis, Vice President - Legal  
Affairs, General Counsel and Corporate  
Secretary

Attest:  
*Joel M. Frendt*  
Joel M. Frendt, Secretary