

03-19-2001



PATENT

Attorney Docket: 6437-53240

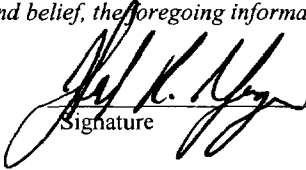
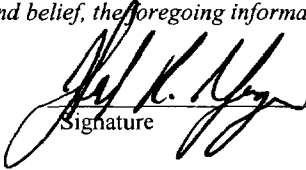
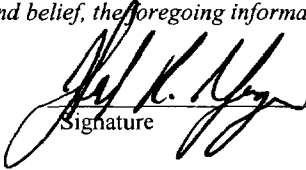
FORM PTO-1585

101640619

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

Box Assignment -- Commissioner of Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Javad Positioning Systems, LLC. <p style="font-size: 2em; font-weight: bold;">3-5-01</p>	2. Name and address of receiving party(ies): Name: Javad Positioning Systems, Inc. Street address: 1731 Technology Drive, Suite 220 San Jose, CA 95110			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: July 10, 2000				
4. Application numbers or patent number(s): Patent No. 5,749,549 If this document is being filed together with a new application, the execution date of the application is:				
5. Name and address of party to whom correspondence concerning document should be mailed: Hal R. Yeager COUDERT BROTHERS Four Embarcadero Center, Suite 3300 San Francisco, CA 94111 Telephone: 415-986-1300 Facsimile: 415-986-0320	6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed 8. The Commissioner is hereby authorized to charge any additional fees which may be required to record the attached Assignment(s) under 37 C.F.R. §§1.16-1.17 or credit any overpayment, to Deposit Account No. 13-0201. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 13-0201.			
DO NOT USE THIS SPACE				
9. Statement and signature. <i>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.</i> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;"> Hal R. Yeager Name of Person Signing Registration No: 35,419 </td> <td style="width: 40%; border: none; text-align: center;">  Signature </td> <td style="width: 30%; border: none; text-align: center;"> <div style="font-size: 1.5em; font-weight: bold;">40E</div> 2/27/2001 Date </td> </tr> </table> <p style="text-align: center; margin-top: 10px;">*Total number of pages including cover sheet, attachments and document: 8</p>		Hal R. Yeager Name of Person Signing Registration No: 35,419	 Signature	<div style="font-size: 1.5em; font-weight: bold;">40E</div> 2/27/2001 Date
Hal R. Yeager Name of Person Signing Registration No: 35,419	 Signature	<div style="font-size: 1.5em; font-weight: bold;">40E</div> 2/27/2001 Date		

OMB No. 0651-0011 (exp. 4/94)

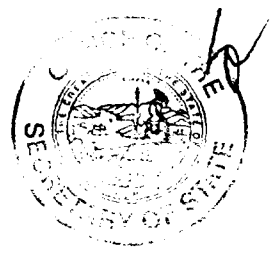
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PATENT
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State of California



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of



Bill Jones

Secretary of State

AGREEMENT OF MERGER
of
JAVAD POSITIONING SYSTEMS, LLC
with and into
JAVAD POSITIONING SYSTEMS, INC.

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

AUG - 9 2000

BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER, dated as of July 10, 2000 (this "*Merger Agreement*"), is made and entered into by and between JAVAD POSITIONING SYSTEMS, INC., a California corporation (the "*Corporation*"), and JAVAD POSITIONING SYSTEMS, LLC, a California limited liability company (the "*LLC*").

WHEREAS, the Manager of the LLC and the Board of Directors of the Corporation have approved, and deem it advisable and in the best interests of the Corporation, the LLC and their respective shareholders and members that the LLC merge with and into the Corporation (the "*Merger*");

NOW, THEREFORE, in consideration of the mutual agreements contained in this Merger Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Merger Agreement hereby agree that the LLC shall be merged with and into the Corporation in accordance with the provisions of the California General Corporation Law ("CGCL") and upon the terms and subject to the conditions set forth as follows:

1. *The Merger.* On the Effective Date (as hereinafter defined), the LLC shall be merged with and into the Corporation. The Merger shall become effective on the date on which a copy of this Merger Agreement (or a certificate of merger) is be filed with the Secretary of State of the State of California (the "Effective Date"). The Merger shall become effective at 12:01 a.m., California time, on the Effective Date (the "Effective Time").

2. *Articles of Incorporation and By-laws.* The Articles of Incorporation and By-laws, respectively, of the Corporation in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation and By-laws, respectively, of the Corporation until amended as provided by law.

3. *Officers and Directors.* From and after the Effective Time and until they shall have resigned or shall have been legally removed or until their respective successors shall have been elected or appointed and qualified, (a) the officers of the Corporation shall be those persons who are the officers of the Corporation immediately prior to the Effective Time, and (b) the directors of the Corporation shall be those persons who are the directors of the Corporation immediately prior to the Effective Time.

4. *Effect of the Merger.*

4.1 All assets, rights, privileges, immunities, powers, franchises and interests of the LLC and the Corporation in and to every type of property (real, personal and mixed) and choses in action, as they exist as of the Effective Time, including appointments, designations and nominations and all other rights and interests as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver and in every other fiduciary capacity, shall pass and be transferred to and vest in the Corporation by virtue of the Merger at the Effective Time without any deed, conveyance or other transfer. The corporate existence of the Corporation as a California corporation shall continue unaffected and unimpaired upon consummation of the Merger and the separate existence of the LLC shall cease at and as of the Effective Time.

4.2 From and after the Effective Time, the Corporation shall be responsible and liable for all the liabilities and obligations of each of the Corporation and the LLC. Any claim existing or action or proceeding pending by or against the Corporation or the LLC at the Effective Time thereafter may be prosecuted as if the Merger had not taken place or, in connection with any such action or proceeding to which the LLC is a party, the Corporation may be substituted in place of the LLC. Neither the rights of creditors nor any liens upon the property of either the Corporation or the LLC shall be impaired by reason of the Merger.

5. *Effect of Merger on Outstanding Shares and Membership Interests.*

5.1 *Corporation.* Each share of the common stock of the Corporation issued and outstanding immediately prior to the Effective Time shall continue to be issued and outstanding from and after the Effective Time.

5.2 *LLC.* At the Effective Time, by virtue of the Merger and without any action on the part of the holders of any membership interests in the LLC (the "*LLC Membership Interests*"). (i) each unit of the LLC Membership Interests existing immediately prior to the Effective Time shall be converted into the right to receive one (1) share of fully paid and nonassessable shares of Common Stock, no par value, of the Corporation (the "*Common Stock*"). All such LLC Membership Interests shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously representing any such LLC Membership Interests shall thereafter represent the right to receive a certificate representing the number of whole shares of Common Stock into which such LLC Membership Interests have been converted. Certificates previously representing LLC Membership Interests shall be exchanged for certificates representing whole shares of Common Stock issued in consideration therefor upon the surrender of such certificates.

Notwithstanding any other provisions hereof, no fractional shares of Common Stock shall be issued to holders of LLC Membership Interests.

5.3 *Dissenters' Rights.* Each existing unit of LLC Membership Interest, the holder of which has complied with the provisions of Chapter 13 (commencing with Section 17600) of the CGCL relating to dissenters' rights, is herein called a "*Dissenting Interest.*" Dissenting Interests,

the holders of which have not effectively withdrawn or lost their dissenters' rights under the CGCL ("*Perfected Dissenting Interests*"), shall not be converted into Common Stock, but the holders thereof shall be entitled only to such rights as are granted by the CGCL. Each holder of Dissenting Interests, who becomes entitled to payment for his or her LLC Membership Interests pursuant to the provisions of the CGCL, shall receive payment therefor from the Corporation, but only after the amount thereof shall have been agreed upon or finally determined in accordance with the provisions of the CGCL.

6. *Further Assurances.* From time to time as and when requested by the Corporation and to the extent permitted by law, the Manager of the LLC and the officers and directors of the Corporation last in office shall execute and deliver such assignments, deeds and other instruments and shall take or cause to be taken such further or other action as shall be necessary in order to vest or perfect in or to confirm of record or otherwise to the Corporation title to, and possession of, all of the assets, rights, franchises and interests of the LLC and the Corporation in and to every type of property (real, personal and mixed) and chooses in action, and otherwise to carry out the purposes of this Merger Agreement, and the proper officers and directors of the Corporation are fully authorized to take any and all such action in the name of the LLC or the Corporation or otherwise.

7. *Conditions to the Obligations of the Corporation.* The obligations of the Corporation under this Agreement are subject to fulfillment at or prior to the Effective Time of the following condition:

7.1 *Governmental Approvals.* All consents and approvals of any state or federal governmental authority, including, without limitation, the Internal Revenue Service, that are required by law or otherwise in connection with the Merger (collectively, "*Governmental Approvals*") shall have been obtained and shall be in effect, and all conditions or requirements prescribed by law or by any such Government Approval shall have been satisfied.

8. *Conditions to the Obligations of the LLC.* The obligations of the LLC under this Agreement are subject to fulfillment at or prior to the Effective Time of the following condition:

8.1 *Governmental Approvals.* All Government Approvals shall have been obtained and shall in effect, and all conditions or requirements prescribed by law or by any such Government Approval shall have been satisfied.

9. *Termination.* This Merger Agreement may be terminated by the mutual consent of the Manager of the LLC and the Board of Directors of the Corporation, and may be amended with respect to its principal terms by the mutual consent of the Manager of the LLC and the Board of Directors of the Corporation and the approval of the members of the LLC and the shareholders of the Corporation.

10. *Counterparts.* This Merger Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed but one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first written above.

JAVAD POSITIONING SYSTEMS, LLC

By Javad Ashjaee
Name: Javad Ashjaee
Title: Manager

JAVAD POSITIONING SYSTEMS, INC.

By Javad Ashjaee
Name: Javad Ashjaee
Title: President and Chief Executive Officer

By Javad Ashjaee
Name: Javad Ashjaee
Title: Secretary

OFFICERS' CERTIFICATE

Javad Ashjaee hereby certifies that:

1. He is the President and Chief Executive Officer and Secretary, respectively, of JAVAD POSITIONING SYSTEMS, INC., a California corporation.

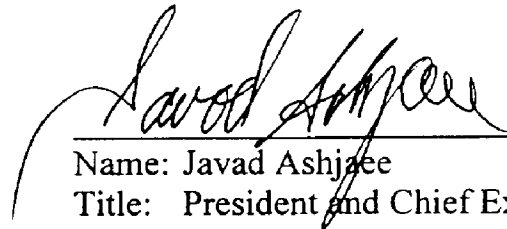
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and the shareholders of the corporation.

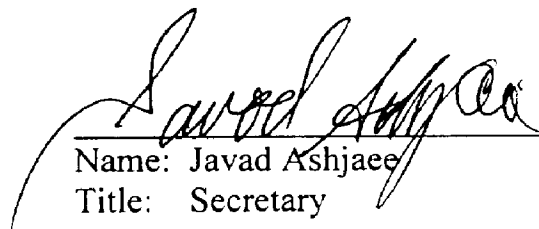
3. The shareholder approval was by the holders of a number of outstanding shares which equaled or exceeded the vote required. The percentage vote required was more than 50% of the outstanding shares.

4. There is only one class of shares entitled to vote on the merger and the number of shares outstanding is 100.

I 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 my own knowledge.

Date: July 10, 2000.


Name: Javad Ashjaee
Title: President and Chief Executive Officer


Name: Javad Ashjaee
Title: Secretary



State of California
 Bill Jones
 Secretary of State

FILED
 In the office of the Secretary of State
 of the State of California

AUG - 9 2000

Bill Jones
 BILL JONES, Secretary of State

**LIMITED LIABILITY COMPANY
 CERTIFICATE OF MERGER**
 (Corporations Code Section 17552)

Filing Fee - Please see instructions.
IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. Name of surviving entity: Javad Positioning Systems, Inc.	2. Type of entity: Corporation	3. Secretary of State File Number: 2218236	4. Jurisdiction: California
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5. Name of disappearing entity: Javad Positioning Systems, LLC	6. Type of entity: Lim. Liab. Co.	7. Secretary of State File Number: 101996074046	8. Jurisdiction: California
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9. Future effective date, if any: Month Day Year
 Upon filing of this Certificate of Merger

10. If a vote was required pursuant to Section 17551 or Section 1113, enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required:		Disappearing Entity	
<u>Surviving Entity</u>			
<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>	<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>
Common Stock, only	More than 50%	Member interests	More than 50%

11. The principal terms of the agreement of merger were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required.

SECTION 12 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, COMPLETE ITEM 12 AND PROCEED TO ITEM 15

12. Requisite changes to the information set forth in the Articles of Organization of the surviving limited liability company resulting from the merger. Attach additional pages if necessary.

SECTIONS 13 AND 14 ARE APPLICABLE IF THE SURVIVING ENTITY IS A FOREIGN LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY. COMPLETE ITEMS 13 AND 14.

13. Principal business address of the surviving foreign limited liability company or other business entity:
 Address: 1731 Technology Drive, Suite 220
 City: San Jose State: California Zip Code: 95110

14. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary.
 See Agreement of Merger attached hereto

15. Number of pages attached, if any: 6

16. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.

Javad Ashjaee 7-10-00
 Signature of Authorized Person for the Surviving Entity Date

Javad Ashjaee 7-10-00
 Signature of Authorized Person for the Surviving Entity Date

Javad Ashjaee 7-10-00
 Signature of Authorized Person for the Disappearing Entity Date

Signature of Authorized Person for the Disappearing Entity Date

Javad Ashjaee, President & CEO
 Type or Print Name and Title of Person Signing Date

Javad Ashjaee, Secretary
 Type or Print Name and Title of Person Signing Date

Javad Ashjaee, Manager
 Type or Print Name and Title of Person Signing Date

Type or Print Name and Title of Person Signing Date

