

5-29-01



06-04-2001



101736020

FORM PTO-1596  
1-31-92

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

DOCKET NO.: **GCT-01**

**PATENTS ONLY**

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

1. Name of conveying party(ies):

Global Communication Technology, Inc.

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

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

Name: GCT Semiconductor, Inc.

Internal Address:

Street Address: 2121 Ringwood Avenue

City: San Jose

State/Country: California ZIP: 95131

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: February 21, 2001

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

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

A. Patent Application No(s).  
Filed:

B. Patent No. 6,194,947

Additional numbers attached?  Yes  No

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

Name: FLESHNER & KIM, LLP

Internal Address:

Street Address: P. O. Box 221200

City: Chantilly State: VA ZIP: 20153-1200

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41)..... \$40.00

Enclosed (Check No. 00495)

Authorized to be charged to deposit account

8. Deposit account number:

16-0607

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.*

Carl R. Wesolowski, Reg. No. 40,372  
Name and Registration No. of Person Signing

Carl R. Wesolowski  
Signature

May 29, 2001  
Date

Total number of pages including cover sheet: 23

CMB No. 0851-0011 (exp. 4/94)

State of Delaware  
Office of the Secretary of State

---

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "GCT SEMICONDUCTOR, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FIRST DAY OF FEBRUARY, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWELFTH DAY OF APRIL, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF CORRECTION, FILED THE TWENTY-FIFTH DAY OF APRIL, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF CORRECTION, FILED THE FOURTH DAY OF MAY, A.D. 2001, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3351561 8100H

AUTHENTICATION: 1134050

010230315

DATE: 05-15-01

**PATENT**  
**REEL: 011846 FRAME: 0250**

**CERTIFICATE OF INCORPORATION  
OF  
GCT SEMICONDUCTOR, INC.**

**ARTICLE I**

The name of the corporation (hereinafter called "Corporation") is GCT Semiconductor, Inc.

**ARTICLE II**

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware, 19808, and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

**ARTICLE III**

The purpose of this Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**ARTICLE IV**

This Corporation is authorized to issue two (2) classes of shares, to be designated "Common" and "Preferred" and referred to herein as the "Common Shares" or the "Preferred Shares" respectively. The total number of Common Shares the Corporation is authorized to issue is fifty million (50,000,000). The par value is \$0.001 per share. The total number of Preferred Shares the Corporation is authorized to issue is twenty million (20,000,000). The par value is \$0.001 per share. The Board of Directors of the Corporation may divide the Preferred Shares into any number of series. The Board of Directors shall fix the designation and number of shares of each such series. The Board of Directors may determine and alter the rights, preferences, privileges and restrictions granted to and imposed upon any wholly unissued series of the Preferred Shares. The Board of Directors (within the limits and restrictions of any resolution adopted by it, originally fixing the number of shares of any series) may increase or decrease the number of shares of any such series after the issue of shares of that series, but not below the number of then outstanding shares of such series.

The Preferred Stock shall be divided into series. The first series shall consist of Five Million Six Hundred Thousand (5,600,000) shares and is designated "Series A Preferred Stock" and the second series shall consist of Five Million Six Hundred Thousand (5,600,000) shares and is designated "Series B Preferred Stock" (the Series A Preferred Stock and Series B Preferred Stock hereinafter referred to collectively as the "Preferred Stock").

The powers, preferences, rights, restrictions, and other matters relating to the Preferred Stock are as follows:

1. Dividends.

(a) The holders of the Series A Preferred Stock shall be entitled to receive dividends when, as, and if declared by the Board of Directors, in an amount which shall be paid pro rata on the Common Stock and the Series A Preferred Stock, on an equal priority, pari passu basis, according to the number of shares of Common Stock held by the shareholders, where each holder of Series A Preferred Stock is to be treated for this purpose as holding (in lieu of such shares of Series A Preferred Stock) the greatest whole number of shares of Common Stock then issuable upon conversion in full of such shares of Series A Preferred Stock.

(b) The holders of the Series B Preferred Stock shall be entitled to receive dividends at the rate of \$0.15 per share of Series B Preferred Stock (as adjusted for any stock dividends, combinations or splits with respect to such shares) per annum (the "Series B Dividend") payable out of funds legally available therefor. Such dividends shall be payable only when, as, and if declared by the Board of Directors and shall be noncumulative.

(c) No dividends or other distributions (other than those payable solely in the Common Stock of the Corporation) shall be paid on any Common Stock of the Corporation during any fiscal year of the Corporation until dividends in the total amount of \$0.15 per share (as adjusted for stock dividends, combinations or splits with respect to such shares) on the Series B Preferred Stock shall have been paid or declared and set apart during the fiscal year. Dividends shall not be cumulative and no right to such dividends shall accrue to holders of Series B Preferred Stock or Common Stock unless declared by the Board of Directors.

(d) In the event the Corporation shall declare a distribution (other than a distribution described in Section 1(a) or 1(b) above) payable in securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights to purchase any such securities or evidences of indebtedness, then, in each such case the holders of the Series B Preferred Stock shall be entitled to a proportionate share of any such distribution as though the holders of Preferred Stock were the holders of the number of shares of Common Stock of the Corporation into which their shares of the Series B Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of the Corporation entitled to receive such distribution.

2. Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Series A Preferred Stock and the Series B Preferred Stock on a pari passu basis shall be entitled to receive, prior and in preference to any distribution of any of the assets or surplus funds of the Corporation to the holders of the Common Stock by reason of their ownership thereof, the amount of \$0.25 and \$2.50 per share, as adjusted for any stock dividends, combinations or splits with respect to such shares, plus all declared but unpaid dividends on each such share then held by them. If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amount, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

(b) After payment to the holders of the Preferred Stock of the amounts set forth in Section 2(a) above, the entire remaining assets and funds of the Corporation legally available for distribution, if any, shall be distributed ratably among the holders of the Common Stock.

(c) For purposes of this Section 2(c), (i) any acquisition of the Corporation by means of merger or other form of corporate reorganization in which outstanding shares of the Corporation are exchanged for securities or other consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary (other than a merger effected primarily for the purpose of changing the domicile of the corporation) that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation; or (ii) a sale of all or substantially all of the assets of the Corporation, shall be treated as a liquidation, dissolution or winding up of the Corporation and shall entitle the holders of the Preferred Stock and the Common Stock to receive, at the closing of such acquisition or sale, cash, securities or other property (valued as provided in Section 2(d) below) in the amounts as specified in Sections 2(a) and 2(b) above.

(d) In any of the events specified in 2(c) above, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(i) Securities not subject to investment letter or other similar restrictions on free marketability:

(A) If traded on a securities exchange or the Nasdaq National Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the thirty (30) day period ending three (3) days prior to the closing;

(B) If actively traded over the counter but not on the Nasdaq National Market, the value shall be deemed to be the average of the closing ask or sale price over the thirty (30) day period ending three (3) days prior to the closing; and

(C) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors of the Corporation.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (i) (A), (B) or (C) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors of the Corporation.

(iii) In the event the requirements of Section 2(d) are not complied with, the Corporation shall forthwith either:

(A) cause the closing of such acquisition or sale to be postponed until such time as the requirements of this Section 2 have been complied with; or

(B) cancel such acquisition or sale, in which event the rights, preferences and privileges of the holders of the Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in Section 2(d)(iv) hereof.

(iv) The Corporation shall give each holder of record of the Preferred Stock written notice of such impending transaction no later than twenty (20) days prior to the shareholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and the Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the Corporation has given the first notice provided for herein nor sooner than ten (10) days after the Corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of the Preferred Stock that are entitled to such notice rights or similar notice rights and that represent at least a majority of the voting power of all then outstanding shares of the Preferred Stock.

### 3. Voting Rights; Directors.

(a) Each holder of shares of the Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of the Preferred Stock could be converted and shall have voting rights and powers equal to the voting rights and powers of the Common Stock (except as otherwise expressly provided herein or as required by law, voting together with the Common Stock as a single class) and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of the Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one half being rounded upward). Each holder of Common Stock shall be entitled to one (1) vote for each share of Common Stock held.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right To Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the \$0.25 by the Series A Conversion Price, determined as hereinafter provided, in effect on the date the certificate for such Series B Preferred Stock shares is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of shares of the Series A Preferred Stock (the "Series A Conversion Price") shall initially be \$0.25. The Series A Conversion Price shall be subject to adjustment as hereinafter provided. Each share of Series B Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for such stock, into such number of

fully paid and nonassessable shares of Common Stock as is determined by dividing \$2.50 by the Series B Conversion Price, determined as hereinafter provided, in effect on the date the certificate for such Series B Preferred Stock shares is surrendered for conversion. The price at which shares of Common Stock shall be deliverable upon conversion of shares of the Series B Preferred Stock (the "Series B Conversion Price") shall initially be \$2.50. The Series B Conversion Price shall be subject to adjustment as hereinafter provided.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into shares of Common Stock at the Conversion Price then in effect for the Series A Preferred Stock or for the Series B Preferred Stock upon the earlier of (i) the date specified by vote or written consent or agreement of holders of a majority of the shares of the Preferred Stock then outstanding, or (ii) immediately upon the closing of the sale of the Corporation's Common Stock in a firm commitment, underwritten public offering registered under the Securities Act of 1933, as amended (the "Securities Act"), other than a registration relating solely to a transaction under Rule 145 under such Act (or any successor thereto) or to an employee benefit plan of the Corporation, at a public offering price (prior to underwriters' discounts and expenses) of at least \$1.88 (as adjusted for any stock dividends, combinations or splits with respect to such shares) and aggregate gross proceeds to the Corporation (prior to deduction for underwriters' discounts and expenses) of at least \$20,000,000.

(c) Mechanics of Conversion.

(i) Before any holder of Preferred Stock shall be entitled voluntarily to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at such office of election to convert the same and shall state therein the number of shares to be converted and the name or names in which the certificate or certificates for shares of Common Stock are to be issued. The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date.

(ii) If the conversion is in connection with an underwritten offering of securities pursuant to the Securities Act, the conversion may, at the option of any holder tendering shares of Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the person(s) entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Stock for Certain Diluting Issuances.

(i) Special Definitions. For purposes of this Section 4(d), the following definitions apply:

(A) "Options" shall mean rights, options, or warrants to subscribe for, purchase or otherwise acquire either Common Stock or Convertible Securities (defined below).

(B) "Original Issue Date" shall mean the date on which a share of Series B Preferred Stock was first issued.

(C) "Convertible Securities" shall mean any evidences of indebtedness, shares (other than Common Stock and Series B Preferred Stock) or other securities convertible into or exchangeable for Common Stock.

(D) "Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 4(d)(iii), deemed to be issued) by the Corporation after the Original Issue Date, other than shares of Common Stock issued or issuable:

- (1) upon conversion of shares of Series B Preferred Stock;
- (2) upon exercise of 14,000,000 shares reserved for employees, directors, consultants or advisors under the Company's 1999 Stock Plan;
- (3) as a dividend or distribution on Series B Preferred Stock; or
- (4) for which adjustment of the Series B Conversion Price is made pursuant to Section 4(e).

(ii) No Adjustment of Conversion Price. Any provision herein to the contrary notwithstanding, no adjustment in the Series B Conversion Price shall be made in respect of the issuance of Additional Shares of Common Stock unless the consideration per share (determined pursuant to Section 4(d)(v) hereof) for an Additional Share of Common Stock issued or deemed to be issued by the Corporation is less than the Series B Conversion Price in effect on the date of, and immediately prior to, such issue.

(iii) Deemed Issue of Additional Shares of Common Stock. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities then entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein designed to protect against dilution) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Shares of Common Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which Additional



Shares of Common Stock are deemed to be issued:

(A) no further adjustments in the Series B Conversion Price shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(B) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any increase or decrease in the consideration payable to the Corporation, or decrease or increase in the number of shares of Common Stock issuable, upon the exercise, conversion or exchange thereof, the Series B Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities (provided, however, that no such adjustment of the Series B Conversion Price shall affect Common Stock previously issued upon conversion of the Series B Preferred Stock);

(C) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Series B Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto), and any subsequent adjustments based thereon, shall, upon such expiration, be recomputed as if:

(1) in the case of Convertible Securities or Options for Common Stock the only Additional Shares of Common Stock issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration actually received by the Corporation upon such exercise, or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange; and

(2) in the case of Options for Convertible Securities only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common Stock deemed to have been then issued was the consideration actually received by the Corporation for the issue of all such Options, whether or not exercised, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised;

(D) no readjustment pursuant to clause (B) or (C) above shall have the effect of increasing the Series B Conversion Price to an amount which exceeds the lower of (a) the Series B Conversion Price on the original adjustment date, or (b) the Series B Conversion Price that would have resulted from any issuance of Additional Shares of Common Stock between the original adjustment date and such readjustment date.

(E) in the case of any Options which expire by their terms not more than thirty (30) days after the date of issue thereof, no adjustment of the Series B Conversion Price shall be made until the expiration or exercise of all such Options, whereupon such adjustment shall be made in the same manner provided in clause (C) above.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event this Corporation, at any time after the Original Issue Date shall issue Additional Shares of Common Stock (including Additional Shares of Common Stock deemed to be issued pursuant to Section 4(d)(iii)) without consideration or for a consideration per share less than the Series B Conversion Price in effect on the date of and immediately prior to such issue, then and in such event, the Series B Conversion Price shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Series B Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares of Common Stock which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common Stock so issued would purchase at the Series B Conversion Price in effect immediately prior to such issuance, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common Stock so issued. For the purpose of the above calculation, the number of shares of Common Stock outstanding immediately prior to such issue shall be calculated on a fully diluted basis, as if all shares of Series B Preferred Stock and all outstanding Convertible Securities had been fully converted into shares of Common Stock immediately prior to such issuance and any outstanding warrants, outstanding options or other outstanding rights for the purchase of shares of stock or convertible securities had been fully exercised immediately prior to such issuance (and the resulting securities fully converted into shares of Common Stock, if so convertible) as of such date, but not including in such calculation any additional shares of Common Stock issuable with respect to shares of Series B Preferred Stock, outstanding Convertible Securities, or outstanding options, outstanding warrants or other outstanding rights for the purchase of shares of stock or convertible securities, solely as a result of the adjustment of the Series B Conversion Price (or other conversion ratios) resulting from the issuance of Additional Shares of Common Stock causing such adjustment.

(v) Determination of Consideration. For purposes of this Section 4(d), the consideration received by the Corporation for the issue of any Additional Shares of Common Stock shall be computed as follows:

(A) Cash and Property. Such consideration shall:

- (1) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation excluding amounts paid or payable for accrued interest or accrued dividends;
- (2) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined in good faith by the Board of Directors of the Corporation; and
- (3) in the event Additional Shares of Common Stock are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (1) and (2) above, as determined in good faith by the Board of Directors of the Corporation.

(B) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common Stock deemed to have been issued pursuant to Section 4(d)(iii), relating to Options and Convertible Securities shall be determined by dividing:

- (4) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against dilution) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by
- (5) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein designed to protect against the dilution) issuable upon the exercise of such Options or conversion or exchange of such Convertible Securities.

(e) Adjustments to Conversion Prices for Stock Dividends and for Combinations or Subdivisions of Common Stock. In the event that this Corporation at any time or from time to time shall declare or pay, without consideration, any dividend on the Common Stock payable in Common Stock or in any right to acquire Common Stock for no consideration, or shall effect a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock (by stock split, reclassification or otherwise than by payment of a dividend in Common Stock or in any right to acquire Common Stock), or in the event the outstanding shares of Common Stock shall be combined or consolidated, by reclassification or otherwise, into a lesser number of shares of Common Stock, then the Series A Conversion Price or the Series B Conversion Price in effect immediately prior to such event shall, concurrently with the effectiveness of such event, be proportionately decreased or increased, as appropriate, in the event the outstanding shares of Preferred Stock are not similarly decreased or increased. In the event that this Corporation shall declare or pay, without consideration, any dividend on the Common Stock payable in any right to acquire Common Stock for no consideration, then the

Corporation shall be deemed to have made a dividend payable in Common Stock in an amount of shares equal to the maximum number of shares issuable upon exercise of such rights to acquire Common Stock.

(f) Adjustments for Reclassification and Reorganization. If the Common Stock issuable upon conversion of the Series A Preferred Stock or Series B Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for in Section 4(e) above or a merger or other reorganization referred to in Section 2(c) above), the Series A Conversion Price or Series B Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted so that the Series A Preferred Stock or Series B Preferred Stock shall be convertible into, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive, a number of shares of such other class or classes of stock equivalent to the number of shares of Common Stock that would have been subject to receipt by the holders upon conversion of the Series A Preferred Stock or Series B Preferred Stock immediately before that change.

(g) No Impairment. The Corporation will not, by amendment of its Certificate of Incorporation, its Bylaws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock or Series B Preferred Stock against impairment.

(h) Certificates as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price or Series B Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock or Series B Preferred Stock a certificate executed by the Corporation's President or Chief Financial Officer setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred Stock or Series B Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price for such series of Preferred Stock at the time in effect, and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred Stock or Series B Preferred Stock.

(i) Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each holder of Series B Preferred Stock, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend,

distribution or right, and the amount and character of such dividend, distribution or right.

(j) Issue Taxes. The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Series B Preferred Stock pursuant hereto; provided, however, that the Corporation shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Certificate of Incorporation.

(l) Fractional Shares. No fractional share shall be issued upon the conversion of any share or shares of Preferred Stock. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Corporation shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the date of conversion (as determined in good faith by the Board of Directors).

(m) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, addressed to each holder of record at his or her address appearing on the books of the Corporation and after the passage of five (5) business days after such deposit.

#### 5. Restrictions and Limitations.

So long as any shares of Series B Preferred Stock remain outstanding, the Corporation shall not, without the vote or written consent of holders of at least sixty six and two thirds percent (66 2/3%) of the shares of the then outstanding shares of the Series B Preferred Stock, voting together as a class:

(a) Authorize, create or issue, or obligate itself to issue, any other equity security (including any security convertible into or exercisable for any equity security) senior to or on a parity with the Series B Preferred Stock as to dividend rights, redemption rights, conversion rights, protective provisions or liquidation preferences;

(b) Alter or change the rights, preferences or privileges of the shares of Series B Preferred

Stock so as to affect materially and adversely such shares;

(c) Cause (i) the acquisition of the Corporation by means of merger, consolidation or other form of corporate reorganization or any transaction or series of related transactions in which the shareholders of the Corporation immediately preceding such reorganization or transaction do not own directly or indirectly outstanding securities possessing a majority of the voting power of the surviving entity or (ii) a sale or disposition of all or substantially all of the assets of the Corporation, or,

(d) Take any action to alter or amend the Certificate of Incorporation or the Bylaws of the Corporation.

So long as any shares of Series A Preferred Stock remain outstanding, the corporation shall not, without the approval, by vote or written consent, of the holders of a majority of the Series A Preferred Stock then outstanding, voting as a single class:

(a) amend the Certificate of Incorporation or bylaws in any manner that would adversely alter or change any of the rights, preferences, privileges or restrictions of any series of the Series A Preferred Stock; or

(b) amend the Certificate of Incorporation to increase or decrease the authorized number of shares of Series A Preferred Stock.

6. No Reissuance of Preferred Stock. No share or shares of Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the Corporation shall be authorized to issue.

## ARTICLE V

### A. Exculpation.

1. California. The liability of each and every director of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

2. Delaware. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware General Corporation Law is hereafter amended to further reduce or to authorize, with the approval of the Corporation's stockholders, further reductions in the liability of the Corporation's directors for breach of fiduciary duty, then a director of the Corporation shall not be liable for any such breach to the fullest extent permitted by the Delaware General Corporation Law as so amended.

3. Consistency. In the event of any inconsistency between Sections 1 and 2

of this subsection A, the controlling Section, as to any particular issue with regard to any particular matter, shall be the one which provides to the director in question the greatest protection from liability.

**B. Indemnification.**

1. California. This Corporation is authorized to indemnify the directors and officers of this Corporation to the fullest extent permissible under California law. Moreover, this Corporation is authorized to provide indemnification of (and advancement of expenses to) agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 317 of the California Corporations Code, subject only to applicable limits set forth in Section 204 of the California Corporations Code, with respect to actions for breach of duty to the Corporation and its stockholders.

2. Delaware. To the extent permitted by applicable law, this Corporation is also authorized to provide indemnification of (and advancement of expenses to) such agents (and any other persons to which Delaware law permits this Corporation to provide indemnification) through bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the Delaware General Corporation Law, subject only to limits created by applicable Delaware law (statutory or nonstatutory), with respect to actions for breach of duty to the Corporation, its stockholders, and others.

3. Consistency. In the event of any inconsistency between Sections 1 and 2 of this subsection B, the controlling Section, as to any particular issue with regard to any particular matter, shall be the one which authorizes for the benefit of the agent or other person in question the provision of the fullest, promptest, most certain or otherwise most favorable indemnification and/or advancement.

**C. Effect of Repeal or Modification.** Any repeal or modification of any of the foregoing provisions of this Article V shall not adversely affect any right or protection of a director, officer, agent or other person existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE VI

The Corporation shall have perpetual existence.

ARTICLE VII

Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

ARTICLE VIII

Elections of directors need not be by written ballot except and to the extent provided in the bylaws of the Corporation.

ARTICLE IX

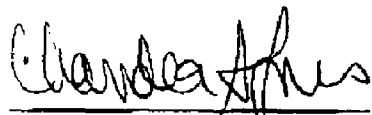
The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE X

The name and mailing address of the incorporator is Chandra Jones, Brobeck, Phleger & Harrison LLP, 2200 Geng Rd., Palo Alto, CA 94303.

The undersigned incorporator hereby acknowledges that the foregoing Certificate of Incorporation is his act and deed and that the facts stated therein are true.

Dated: February 16, 2001



Chandra Jones, Incorporator





RESOLVED, FURTHER, that the terms and conditions of the merger are as follows: Upon the proposed merger becoming effective, each outstanding share of GCT-California's Common Stock, \$.001 par value, issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of GCT-Delaware Common Stock, par value \$.001 per share, and each outstanding share of GCT-California's Series A Preferred Stock, \$.001 par value, issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of GCT-Delaware Series A Preferred Stock, par value \$.001 per share, and each outstanding share of GCT-California's Series B Preferred Stock, \$.001 par value, issued and outstanding immediately prior thereto shall be converted into one (1) fully paid and nonassessable share of GCT-Delaware Series B Preferred Stock, par value \$.001 per share, and all such GCT-Delaware shares shall be issued upon surrender of the certificates for the related converted GCT-California shares; and each share of GCT-Delaware issued and outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares;

RESOLVED, FURTHER, that GCT-Delaware, as the surviving corporation in the merger, shall notify each stockholder of record of said GCT-Delaware within ten (10) days after the effective date of the merger that the merger has become effective;

RESOLVED, FURTHER, that until successors are duly elected or appointed in accordance with applicable law, the existing directors of GCT-Delaware shall be the directors of the Surviving Corporation and the existing officers of GCT-Delaware shall be the officers of the Surviving Corporation;


RESOLVED, FURTHER, that from and after the date hereof, the Bylaws of GCT-Delaware, as amended, and Certificate of Incorporation of GCT-Delaware, as amended, shall be the certificate of incorporation and bylaws of the Surviving Corporation;


RESOLVED, FURTHER, that the President of GCT-California be and hereby is authorized to make and execute, and the Assistant Secretary be and hereby is authorized to make, execute and attest, a Certificate of Ownership and Merger setting forth a copy of these resolutions providing for the merger of GCT-California into GCT-Delaware, and the date of adoption hereof, and to cause the same to be filed with the Secretary of State of the State of Delaware and a certified copy recorded in the office of the Recorder of Deeds for the appropriate county and to do all acts and things, whatsoever, whether within or without the State of Delaware, which may be in any way necessary or appropriate to effect said merger.

FOURTH: That the merger has been approved by a majority of the outstanding shares of Common Stock of GCT-California entitled to vote thereon and also by a majority of the outstanding shares of Preferred Stock of GCT-California entitled to vote thereon, each by written consent without a meeting in accordance with Sections 603 and 1110 of the California Corporations Code, and has, to the extent required by California law, been adopted, approved, certified, executed and acknowledged by GCT-California in accordance with the laws of California; and that the merger has also been approved by the Board of GCT-Delaware as required by Section 1110(e) of the California Corporations Code.

IN WITNESS WHEREOF, said GCT-California has caused its corporate seal to be affixed and this certificate to be signed by Kisub Lee, its President, and S. Jay Park, its Secretary, this 4th day of February, 2001.

Global Communication Technology, Inc.,  
a California corporation

By:   
Kisub Lee, President

By:   
S. Jay Park, Secretary

[SIGNATURE PAGE TO CERTIFICATE OF OWNERSHIP AND MERGER]

BP-HQ726111A01 01/09/02

**CERTIFICATE OF CORRECTION OF  
CERTIFICATE OF OWNERSHIP  
AND MERGER MERGING  
GLOBAL COMMUNICATION TECHNOLOGY, INC., A CALIFORNIA  
CORPORATION  
AND GCT SEMICONDUCTOR, INC., A DELAWARE CORPORATION**

S. Jay Park hereby certifies that:

1. He is the duly elected and acting Secretary, respectively, of GCT Semiconductor, Inc., a Delaware corporation.

2. The Certificate of Ownership and Merger of GCT Semiconductor, Inc., a California Corporation and GCT Semiconductor, Inc., a Delaware Corporation ("Certificate of Ownership and Merger") was filed in the office of the Secretary of State of the State of Delaware on April 12, 2001.

3. The merger was approved by more than 66 2/3% of the Series B Preferred shareholders, a majority of the outstanding shares of the common stock and a majority of the outstanding shares of preferred stock. The Fourth section of the Certificate of Ownership and Merger should be corrected to read in its entirety as follows:

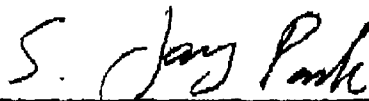
"That the merger has been approved by a majority of the outstanding shares of Common Stock of GCT-California entitled to vote thereon, by a majority of the outstanding shares of Preferred Stock of GCT-California entitled to vote thereon and by more than 66 2/3% of the Series B Preferred Stock entitled to vote thereon, each by written consent without a meeting in accordance with Sections 603 and 1110 of the California Corporations Code, and has, to the extent required by California law, been adopted, approved, certified, executed and acknowledged by GCT-California in accordance with the laws of California; and that the merger has also been approved by the Board of GCT-Delaware as required by Section 1110(c) of the California Corporations Code."

4. This Certificate of Correction does not alter the wording of any resolution or written consent adopted by the stockholders or the Board of Directors of said corporation.

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 04/25/2001  
010200628 - 3351561

24 2001.

IN WITNESS WHEREOF, the undersigned has executed this certificate on April



S Jay Park  
Secretary

The undersigned, S. Jay Park, Secretary of GCT Semiconductor, Inc., declares under penalty of perjury that he has read the foregoing Certificate of Correction and knows the contents thereof and that the statements therein are true.

Executed at Santa Clara, California on April 24, 2001.



S. Jay Park  
Secretary

**CERTIFICATE OF CORRECTION OF  
CERTIFICATE OF INCORPORATION OF  
GCT SEMICONDUCTOR, INC.**

S. Jay Park hereby certifies that:

1. He is the duly elected and acting Secretary, respectively, of GCT Semiconductor, Inc., a Delaware corporation.

2. The Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware on February 21, 2001.

3. The inaccuracy or defect of said Certificate of Incorporation is as follows: The Certificate of Incorporation inaccurately set forth the total number of shares of Preferred Stock designated as Series B Preferred Stock. Thus, the Certificate of Incorporation is an inaccurate record of the corporate action adopted and approved by the sole stockholder and sole member of the Board of Directors of the Corporation.

1. The second paragraph of Article IV of the Certificate of Incorporation is hereby corrected to read as follows:

The Preferred Stock shall be divided into series. The first series shall consist of Five Million Six Hundred Thousand (5,600,000) shares is designated "Series A Preferred Stock" and the second series shall consist of Six Million Six Hundred (6,600,000) shares and is designated "Series B Preferred Stock" (the Series A Preferred Stock and Series B Preferred Stock hereinafter referred to collectively as the "Preferred Stock").

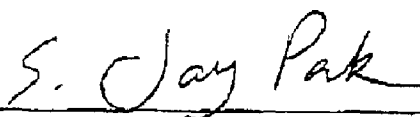
IN WITNESS WHEREOF, the undersigned has executed this certificate on  
April 24, 2001.



S. Jay Park  
S. Jay Park  
Secretary

The undersigned, S. Jay Park, Secretary of GCT Semiconductor, Inc., declares under penalty of perjury that he has read the foregoing Certificate of Correction and knows the contents thereof and that the statements therein are true.

Executed at Santa Clara, California on April 24, 2001.



S. Jay Park  
S. Jay Park  
Secretary