

10/3/02

RECOR



To the Honorable Commissioner for Patents: Ple

102243266

or copy(ies) thereof.

1. Name of Conveying Party(ies):

PSI ACQUISITION, INC.
POWERSMART, INC.

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

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: MICROCHIP TECHNOLOGY INCORPORATED
Address: 2355 WEST CHANDLER BLVD.
CHANDLER, AZ 85224-6199
Country: USA

Additional name(s) and address(es) attached? ___ Yes X No

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

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

A. Patent Application No(s): 09/698,891 FILED 10/27/2000
B. Patent No(s):

Others on additional sheet(s) attached? ___ Yes X No

4. Nature of Conveyance:

___ Assignment X MERGER ___ Change of Name
___ Verified Translation ___ Security Agreement ___ Other:
EXECUTION DATE: 05/22/2002 (MERGER)

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

PAUL N. KATZ
REG. NO. 35,917
BAKER BOTTS L.L.P.
ONE SHELL PLAZA
910 LOUISIANA STREET
HOUSTON, TEXAS 77002-4995
713.229.1343 (TELEPHONE)
713.229.7743 (FACSIMILE)
PAUL.KATZ@BAKERBOTTS.COM (EMAIL)

6. Total number of applications and patents involved:

Application(s): 1
+ Patent(s): 0
= Total: 1

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

8. AUTHORIZED TO BE CHARGED TO DEPOSIT ACCOUNT NUMBER 02-0383: YES

9. Deposit Account No.: 02-0383
(Duplicate copy of this sheet attached)

Charge any underpayment to Deposit Account 02-0383
Order No. 068354.1284.

DO NOT USE THIS SPACE

10. 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.

PAUL N. KATZ, REG. NO. 35,917

Paul N. Katz

10/03/2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 19 PAGES*

*(INCLUDES CERTIFICATE OF MAILING, DUPLICATE ASSIGNMENT COVER PAGE FOR FEE PROCESSING.)



10/07/2002 LINDLER 00000203 020383 09698891

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CONFIDENTIAL & PROPRIETARY

MERGER AGREEMENT

BY AND AMONG

MICROCHIP TECHNOLOGY INCORPORATED

PSI ACQUISITION, INC.,

POWERSMART, INC.,

AND DOUGLAS A. LINDGREN, AS AGENT AND ATTORNEY-IN-FACT

FOR THE STOCKHOLDERS OF POWERSMART, INC.

May 22, 2002

**PATENT
REEL: 013350 FRAME: 0459**

MERGER AGREEMENT

This Merger Agreement (the "Agreement") is entered into as of May 22, 2002, by and among Microchip Technology Incorporated, a Delaware corporation ("Parent"), PSI Acquisition, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), PowerSmart, Inc., a Delaware corporation ("Company"), and Douglas A. Lindgren, as agent and attorney-in-fact for the stockholders of Company (the "Agent"). Parent, Merger Sub, Company and the Agent are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

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4.16 Intellectual Property. For the purposes of this Agreement, the following terms have the following definitions:

“Intellectual Property” shall mean any or all of the following and all worldwide common law and statutory rights in, arising out of, or associated therewith: (i) patents (including utility model, utility patents, design patents) and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof (**“Patents”**); (ii) inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, show how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) mask works, copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) domain names, uniform resource locators (**“URLs”**) and other names and locators associated with the Internet (**“Domain Names”**); (v) industrial designs and any registrations and applications therefor; (vi) trade names, logos, common law

trademarks and service marks, trademark and service mark registrations and applications therefor; (vii) all databases and data collections and all rights therein; (viii) all moral and economic rights of authors and inventors, however denominated; and (ix) any similar or equivalent rights to any of the foregoing (as applicable).

“Company Intellectual Property” shall mean any Intellectual Property that is owned by, or exclusively licensed to, Company.

“Registered Intellectual Property” means all Intellectual Property that is the subject of an application, certificate, filing, registration or other document issued, filed with, or recorded by any private, state, government or other legal authority and that has not been abandoned or allowed to lapse.

“Company Registered Intellectual Property” means all of the Registered Intellectual Property owned by, or filed in the name of, Company.

(a) Section 4.16(a) of the Company Schedule is a complete and accurate list of (i) all Company Registered Intellectual Property which specifies the jurisdictions in which each such item of Company Registered Intellectual Property has been issued or registered; and (ii) all unregistered Intellectual Property readily known and ascertainable to Company where such Intellectual Property has or is believed by Company to have material or strategic value to Company. For each of the foregoing, Section 4.16(a) of the Company Schedule shall also list any proceedings, mediation, arbitration, claims, notices, or actions before any court or tribunal (including the United States Patent and Trademark Office (the “PTO”) or equivalent authority anywhere in the world) or claims of infringement, invalidity or the like related to any of the Company Registered Intellectual Property (other than proceedings involving the due processing of applications or filings made by or on behalf of the Company seeking a patent or registration in respect of any Intellectual Property (but excluding any proceedings relating to reissuance, reexamination or interference)).

(b) No Company Intellectual Property or product or service offering of Company (a “Company Product”) is subject to any proceeding or outstanding claim, mediation, arbitration, notice, decree, order, judgment, contract, license, agreement, stipulation (other than those imposed by applicable law) or the threat thereof restricting in any manner by its terms the use, transfer, or licensing thereof by Company, or which may affect the validity, use or enforceability of such Company Intellectual Property or Company Product.

(c) Each item of Company Registered Intellectual Property is, to the knowledge of Company, valid and subsisting. All necessary registration, maintenance and renewal fees currently due in connection with such Company Registered Intellectual Property have been made. All necessary documents, recordations and certificates in connection with such Company Registered Intellectual Property have been filed with the relevant patent, copyright, trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining such Company Registered Intellectual Property.

(d) Company owns and has good title to or has all necessary licenses to each item of Company Intellectual Property free of any Encumbrance (excluding rights of licensor and non-exclusive licenses and related restrictions granted in the Ordinary Course of Business). In this paragraph the term "Encumbrance" excludes infringement of Company Intellectual Property by third parties. Section 4.16(d) of Company Schedule is a complete list of all entities that Company knows, suspects, or believes is infringing its Intellectual Property, including a description of the infringing action, infringing items, and all related facts known by Company to show proof thereof.

(e) To the extent that any Intellectual Property that has been developed or created independently by a third party or jointly with a third party for Company is used by Company or is incorporated into any Company Products, Company has a written binding agreement with such third party with respect thereto and Company thereby either (i) has obtained ownership of, and is the exclusive owner of, or (ii) has obtained a perpetual, non-terminable license to all such Intellectual Property.

(f) Company has not transferred ownership of, or granted any exclusive or sole license with respect to, any Company Intellectual Property, to any third party.

(g) Section 4.16(g) of the Company Schedule lists all contracts, licenses and agreements to which Company is a party: (i) with respect to Company Intellectual Property licensed or transferred to any third party (other than end-user licenses in the Ordinary Course of Business); (ii) pursuant to which a third party has licensed or transferred any Intellectual Property to Company; or (iii) by which Company has agreed to, or assumed, any obligation or duty to warrant, indemnify, reimburse, hold harmless, guarantee or otherwise assume or incur any obligation or liability to provide a right of rescission with respect to the infringement or misappropriation by Company or such other person of Intellectual Property Rights of anyone other than Company.

(h) All contracts, licenses and agreements listed in Section 4.16(g) of the Company Schedule are in full force and effect or expired with certain provisions surviving. The consummation of the transactions contemplated by this Agreement will neither violate nor result in the breach, modification, cancellation, termination or suspension ("Termination") of such contracts, licenses and agreements by their respective terms. Company is in compliance with any such contracts, licenses and agreements. To the Knowledge of Company, all other parties to such contracts, licenses and agreements are in material compliance with, and have not breached any material term of, such contracts, licenses and agreements, which breach has not been cured. Following the Closing Date, the Surviving Corporation will be permitted to exercise all of Company's rights under such contracts, licenses and agreements by their terms to the same extent Company would have been able to had the transactions contemplated by this Agreement not occurred and without the payment of any additional amounts or consideration other than ongoing fees, royalties or payments which Company would otherwise be required to pay. There is no provision in any of Company's contracts or agreements which, as a result of this Agreement and the transactions contemplated by this Agreement, requires Parent or Merger Sub to (i) grant to any third party any right to or with respect to any Intellectual Property owned by, or licensed to, either of them, (ii) be bound by, or subject to, any non-compete or other restriction on the operation or scope

of their respective businesses, or (iii) be obligated to pay any royalties or other amounts to any third party in excess of those payable by Parent or Merger Sub, respectively, prior to the Closing.

(i) To the Knowledge of Company, Company's design, development, manufacture, distribution, reproduction, marketing or sale of Company Products has not infringed and does not infringe the Intellectual Property of any third party, and does not constitute unfair competition or trade practices under the laws of any jurisdiction. Company's design, development, manufacture, distribution, reproduction, marketing or sale of Company Products has not misappropriated and does not misappropriate the Intellectual Property of any third party.

(j) Company has not received written notice from any third party that the operation of the business of Company or any act, product or service of Company, infringes or misappropriates the Intellectual Property of any third party or constitutes unfair competition or trade practices under the laws of any jurisdiction.

(k) To the Knowledge of Company, no person has infringed or misappropriated or is infringing or misappropriating any Company Intellectual Property.

(l) Company has taken reasonable steps to protect Company's rights in its confidential information and trade secrets that it wishes to protect or any trade secrets or confidential information of third parties provided to Company. Company has a policy requiring each employee and contractor to execute a proprietary information/confidentiality agreement substantially in the form provided to Parent. All current and former employees and contractors of Company have executed such an agreement.

(m) Company has not accepted any purchase order nor performed work under any third party purchase order where ownership of any Company Intellectual Property was assigned or exclusively licensed to that third party, except under circumstances where the Company (i) believes that the work performed under the purchase order and all Intellectual Property resulting therefrom was customer specific to that third party; and (ii) has engaged in anti-contamination and other protective measures (such as locking up documents, preventing access by certain employees, etc.) to ensure that the property assigned or licensed to the third party is not infringed or misappropriated by Company's operations or product lines.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on as of the date first above written.

POWERSMART, INC.

Company:

By: *Norman Allan*
Norman Allan, Chief Executive Officer

Parent:

MICROCHIP TECHNOLOGY
INCORPORATED

By: _____
Steve Sanghi, President and Chief
Executive Officer

Merger Sub:

PSI ACQUISITION, INC.

By: _____
Steve Sanghi, President and Chief
Executive Officer

Agent:

Douglas A. Lindgren

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on as of the date first above written.

POWERSMART, INC.

Company:

By: _____
Norman J. Allen, Chief Executive Officer

Parent:

MICROCHIP TECHNOLOGY
INCORPORATED

By: Steve Sanghi
Steve Sanghi, President and Chief
Executive Officer

Merger Sub:

PSI ACQUISITION, INC.

By: Steve Sanghi
Steve Sanghi, President and Chief
Executive Officer

Agent:

Douglas A. Lindgren

[MERGER AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on as of the date first above written.

POWERSMART, INC.

Company:

By: _____
J. Norman Allen, Chief Executive Officer

Parent:

MICROCHIP TECHNOLOGY
INCORPORATED

By: _____
Steve Sanghi, President and Chief
Executive Officer

Merger Sub:

PSI ACQUISITION, INC.

By: _____
Steve Sanghi, President and Chief
Executive Officer

Agent:



Douglas A. Lindgren

Delaware

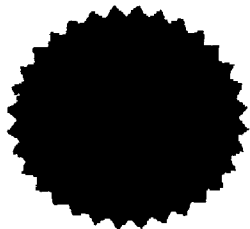
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, 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:

"PSI ACQUISITION, INC.", A DELAWARE CORPORATION,
WITH AND INTO "POWERSMART, INC." UNDER THE NAME OF
"POWERSMART, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE THE FIFTH DAY OF JUNE, A.D. 2002, AT 1:30 O'CLOCK P.M.

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



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2825664 8100M

AUTHENTICATION: 1814711

020360662

DATE: 06-05-02

PATENT
REEL: 013350 FRAME: 0468

CERTIFICATE OF MERGER

MERGING

PSI ACQUISITION, INC.

WITH AND INTO

POWERSMART, INC.

Pursuant to Section 251 of the General Corporation Law of
the State of Delaware

Pursuant to Section 251 of the General Corporation Law of the State of Delaware, PowerSmart, Inc., a Delaware corporation ("Company"), and PSI Acquisition, Inc., a Delaware corporation ("Merger Sub"), hereby certify to the following information relating to the merger of Merger Sub with and into the Company (the "Merger"):

FIRST: The names and states of incorporation of each of the constituent corporations (the "Constituent Corporations") are as follows:

- (i) PSI Acquisition, Inc., a Delaware corporation
- (ii) PowerSmart, Inc., a Delaware corporation

SECOND: A Merger Agreement dated as of May 22, 2002 by and among Microship Technology Incorporated, Merger Sub, Company, and Douglas A. Lindgren, as agent and attorney-in-fact for the stockholders of Company as amended by amendment No. 1 to Merger Agreement dated as of June 3, 2002 (as so amended, the "Agreement"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation (the "Surviving Corporation") shall be PowerSmart, Inc.

FOURTH: Pursuant to the Agreement, the Amended and Restated Certificate of Incorporation of the Surviving Corporation is amended and restated to read as set forth in Exhibit A hereto.

FIFTH: The executed copy of the Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

2355 West Chandler Boulevard
Chandler, Arizona 85224-6119


SIXTH: A copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: The Merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, each of Company and Merger Sub has caused this Certificate of Merger to be executed in its corporate name on this 5th day of June, 2002.

PSI ACQUISITION, INC.

By:



Mary K. Simmons
Vice President and Secretary

POWERSMART, INC.

By:



Alan D. Hurwitz, Chief Financial Officer

EXHIBIT A

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
POWERSMART, INC.**

1. The name of the corporation is PowerSmart, Inc. (the "Corporation").
2. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (the "DGCL").
3. The Corporation is to have perpetual existence.
4. The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.
5. This Corporation is authorized to issue one class of stock to be designated "Common Stock." The total number of shares of Common Stock this Corporation shall have authority to issue is 1,000 with a par value of \$0.001 per share.
6. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the Corporation's Bylaws.
7. The election of directors need not be by written ballot.
8. A. Limitation of Director's Liability. To the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended, a director of this Corporation shall not be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.
B. Indemnification of Directors and Officers. To the fullest extent permitted by applicable law, this Corporation is authorized to provide indemnification of, and advancement of expenses to, directors, officers, employees and other agents of this Corporation and any other persons to which the DGCL permits this Corporation to provide indemnification.
C. Repeal or Modification. Any repeal or modification of this Section 8, by amendment of such section or by operation of law, shall not adversely affect any right or protection of a director, officer, employee or other agent of this Corporation existing at the time of, or increase the liability of any such person with respect to any acts or omissions in their capacity as a director, officer, employee, or other agent of the corporation occurring prior to, such repeal or modification.
9. 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.

Delaware

PAGE 1

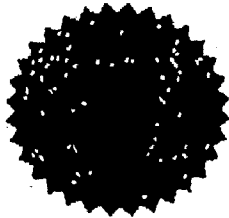
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"POWERSMART, INC.", A DELAWARE CORPORATION,

WITH AND INTO "MICROCHIP TECHNOLOGY INCORPORATED" UNDER THE NAME OF "MICROCHIP TECHNOLOGY INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2002, AT 9 O'CLOCK A.M.

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



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2187388 8100M

AUTHENTICATION: 1860608

020422580

DATE: 06-28-02

PATENT
REEL: 013350 FRAME: 0472

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

POWERSMART, INC.
(A Delaware Corporation)

WITH AND INTO

MICROCHIP TECHNOLOGY INCORPORATED
(A Delaware Corporation)

(Pursuant to Section 253 of the General Corporation Law of Delaware)

Microchip Technology Incorporated, a Delaware corporation (the "Corporation"), does hereby certify:

FIRST: That the Corporation is incorporated pursuant to the General Corporation Law of the State of Delaware.

SECOND: That the Corporation owns all of the outstanding shares of each class of the capital stock of PowerSmart, Inc., a Delaware corporation.

THIRD: That the Corporation, by the following resolutions of its Board of Directors, duly adopted on the 24th day of June, 2002, determined to merge PowerSmart, Inc. with and into the Corporation on the conditions set forth in such resolutions:

Merger of PowerSmart, Inc. with and into the Corporation

WHEREAS, the Corporation is the record and beneficial owner of all of the outstanding capital stock of PowerSmart, Inc., a Delaware corporation ("Subsidiary"); and

WHEREAS, the Corporation now desires to merge Subsidiary with and into the Corporation and to be possessed of all of the estate, property, rights, privileges and franchises of Subsidiary;

NOW, THEREFORE, BE IT RESOLVED: That the Board of Directors of the Corporation hereby determines that it is desirable for and in the best interests of the Corporation and its stockholders to merge Subsidiary with and into the Corporation, and for the Corporation to assume all of the liabilities and obligations of Subsidiary for all such actions to be carried out by the Corporation, as the sole stockholder of Subsidiary;

RESOLVED FURTHER: That the Certificate of Ownership and Merger, substantially in the form previously provided to each director, is hereby approved and authorized in all respects, with such changes, additions, deletions, supplements and amendments thereto as

the appropriate officers of the Corporation may deem necessary or advisable, such determination to be conclusively evidenced by his or her execution thereof, and

RESOLVED FURTHER: That the Board of Directors hereby authorizes and directs the appropriate officers of the Corporation, and each of them, to execute and deliver all documents, including the Certificate of Ownership and Merger, and to take all other actions which may be necessary or proper to effect said merger, including filing the Certificate of Ownership and Merger in the office of the Secretary of State of the State of Delaware, on behalf of the Corporation, and hereby ratifies and confirms any and all actions taken heretofore to accomplish such purposes.

IN WITNESS WHEREOF, said Microchip Technology Incorporated has caused this certificate to be signed by Mary K. Simmons, its Vice President and Secretary, this 28 day of June, 2002.

MICROCHIP TECHNOLOGY INCORPORATED

By: Mary K. Simmons
Mary K. Simmons
Vice President and Secretary

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