

12-17-2002

PATENT AND TRADEMARK OFFICE

To the Honorable Commissioner of Patent:



Attached original documents or copy thereof

Name of conveying party(ies):

102313273

Name of receiving party(ies):

Mobilink Telecom, Inc.

Name: **Broadcom Corporation**

Additional name(s) of conveying party(ies) attached? yes no

Internal Address:

3. Nature of conveyance:

12-8-02

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

Street Address: **16215 Alton Parkway**
 City: **Irvine** State: **California** Zip: **92618-7013**
 Country: **United States**

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

Execution Dates: **May 29, 2002**

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

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

- A. Patent Application No.(s)
- 10/177,229 (filed 06/22/2002)
 - 10/272,439 (filed 10/15/2002)
 - 10/266,083 (filed 10/02/2002)
 - 09/994,763 (filed 11/28/2001)
 - 09/642,698 (filed 09/08/2000)
 - 09/754,900 (filed 01/04/2001)

- B. Patent No.(s)
- 6,424,022 B1 (7/23/2002)
 - 6,473,607 (10/29/2002)
 - 6,463,266 (10/08/2002)

FINANCE SECTION
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Additional numbers attached? Yes No

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

6. Total number of applications and patents involved:..... 1

Name: **Bruce E. Garlick**

Internal Address: **Garlick, Harrison & Markison, LLP**

Street Address: **P.O. Box 160727**

City: **Austin**

State: **TX** Zip: **78716-0727**

7. Total fee (37 C.F.R. 3.41)\$ **360**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Bruce E. Garlick
Name of Person Signing

Signature

Dec. 2, 2002
Date

Total number of pages comprising cover sheet: 1

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SECRETARY OF STATE

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

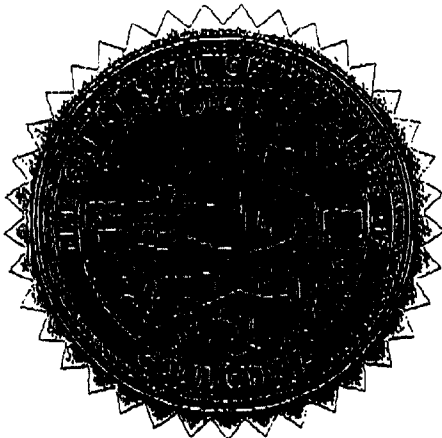
That the attached transcript of 16 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

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

MAY 29 2002

Bill Jones

Secretary of State



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

MAY 29 2002

BILL JONES, Secretary of State

AGREEMENT OF MERGER
OF
MOBILINK TELECOM, INC.
AND
BROADCOM CORPORATION

This Agreement of Merger, is entered into as of the 24th day of May, 2002 (this "Agreement of Merger"), by and between Mobilink Telecom, Inc., a California corporation (the "Company"), and Broadcom Corporation, a California corporation ("Broadcom").

RECITALS

A. The Company and Broadcom have entered into a Merger Agreement and Plan of Reorganization, dated as of April 8, 2002, by and among Broadcom, the Company, and, with respect to Article 7 and Article 9 only, Tung Chang, as Holder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent (the "Reorganization Agreement"), providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Agreement of Merger and the Reorganization Agreement are intended to be construed together to effectuate their purpose.

B. The Boards of Directors of the Company and Broadcom deem it advisable and in their mutual best interests and in the best interests of the shareholders of the Company, that the Company be acquired by Broadcom through a merger of the Company with and into Broadcom, with Broadcom continuing as the surviving corporation (the "Merger").

C. The Boards of Directors of Broadcom and the Company and the shareholders of the Company have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. The Merger. The Company shall be merged with and into Broadcom and Broadcom shall be the surviving corporation. Broadcom after the effective time of the Merger is sometimes referred to herein as the "Surviving Corporation."

2. Effective Time. The Merger shall become effective at such time (the "Effective Time") as this Agreement of Merger and the officers' certificates of Broadcom and the Company are filed by, and in the office of, the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. Conversion. At the Effective Time of the Merger (i) all shares of Common Stock of the Company, par value \$0.001 per share, and all shares of Preferred Stock of the Company, par value \$0.001 per share (the "Company Capital Stock"), that are owned directly or indirectly by Broadcom or the Company or any subsidiary of Broadcom or the Company shall be cancelled, and no securities of Broadcom or other consideration shall be delivered in exchange therefor; (ii) each of the issued and outstanding shares of Broadcom

shall remain outstanding as one validly issued, fully paid and nonassessable share of the capital stock of Broadcom; and (iii) each of the shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares, if any, held by persons who have demanded and perfected dissenters' rights for such shares in accordance with the Corporations Code of the State of California and who, as of the Effective Time, have not effectively withdrawn or lost such dissenters' rights, referred to hereinafter as "Dissenting Shares", and shares being cancelled pursuant to clause (i) above) shall be converted automatically into (A) the right to receive, following the expiration or early termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which is applicable to the holder of such share, and shall be exchanged for, 0.06133314 of a share of Broadcom Class A Common Stock ("Broadcom Common Stock") and (B) a non-assignable non-transferrable right to receive a ratable portion of any additional shares of Broadcom Common Stock issued after the Effective Time pursuant to the "earn-out" provisions of Section 1.16 (and the related definitions of Section 10.1) of the Merger Agreement and Plan of Reorganization, dated as of April 8, 2002, by and among Broadcom, the Company, and, with respect to Article 7 and Article 9 only, Tung Chang, as Holder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent; (iv) each of the shares of Series A Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time (the "Company Series A Preferred Stock") (other than Dissenting Shares and shares being cancelled pursuant to clause (i) above) shall be converted automatically into the right to receive, following the expiration or early termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which is applicable to the holder of such share, and shall be exchanged for, 0.01613424 of a share of Broadcom Common Stock; (v) each of the shares of Series B Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time (the "Company Series B Preferred Stock") (other than Dissenting Shares and shares being cancelled pursuant to clause (i) above) shall be converted automatically into the right to receive, following the expiration or early termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which is applicable to the holder of such share, and shall be exchanged for, 0.04033559 of a share of Broadcom Common Stock; (vi) each of the shares of Series C Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time (the "Company Series C Preferred Stock") (other than Dissenting Shares and shares being cancelled pursuant to clause (i) above) shall be converted automatically into the right to receive, following the expiration or early termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which is applicable to the holder of such share, and shall be exchanged for, 0.10003227 of a share of Broadcom Common Stock; (vii) each of the shares of Series D Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time (the "Company Series D Preferred Stock") (other than Dissenting Shares and shares being cancelled pursuant to clause (i) above) shall be converted automatically into the right to receive, following the expiration or early termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which is applicable to the holder of such share, and shall be exchanged for, 0.14520813 of a share of Broadcom Common Stock; and (viii) each of the shares of Series E Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time (the "Company Series E Preferred Stock") (other than Dissenting Shares and shares being cancelled pursuant to clause (i) above) shall be converted automatically into the right

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to receive, following the expiration or early termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, which is applicable to the holder of such share, and shall be exchanged for, 0.14326648 of a share of Broadcom Common Stock; provided, that ten percent (10%) of the shares of Broadcom Common Stock issuable to each person who immediately prior to the Effective Time was a shareholder of the Company pursuant to the foregoing clauses (iii) through (viii) shall be deposited into escrow and shall be subject to the provisions of Sections 1.11 and 1.16, the last sentence of Section 4.1, the last sentence of Section 5.12, and Articles 7, 9 and 10 of the Merger Agreement and Plan of Reorganization, dated as of April 8, 2002, by and among Broadcom, the Company, and, with respect to Article 7 and Article 9 only, Tung Chang, as Holder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent relating to the disposition of the Escrow Fund. The Depositary Agent shall allocate such reduction in the Escrow Fund ratably in proportion to each Company shareholder's respective contributions to the Escrow Fund. Deliveries to Company shareholders of shares of Broadcom Common Stock remaining in the Escrow Fund after the resolution of claims against the Escrow Fund and the expiration of the Escrow Period shall be made ratably in proportion to such shareholders' respective contributions to the Escrow Fund.

4. Fractional Shares. No fraction of a share of Broadcom Common Stock will be issued in the Merger, but in lieu thereof, each holder of shares of Company Capital Stock who would otherwise be entitled to a fraction of a share of Broadcom Common Stock (after aggregating all fractional shares of Broadcom Common Stock to be received by such holder) shall be entitled to receive from Broadcom an amount of cash (rounded to the nearest whole cent) equal to the product of (a) such fraction, multiplied by (b) \$30.99.

5. Dissenting Shares. Any Dissenting Shares shall not be converted into the right to receive Broadcom Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the laws of the State of California. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into the right to receive Broadcom Common Stock in accordance with Section 3.

6. Conversion of Company Capital Stock. The conversion of the Company Common Stock and Company Preferred Stock into the right to receive Broadcom Common Stock as provided by this Agreement of Merger shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Company Common Stock, Company Series A Preferred Stock, Company Series B Preferred Stock, Company Series C Preferred Stock, Company Series D Preferred Stock and Company Series E Preferred Stock shall thereupon have the right to receive certificates representing the applicable number of shares of Broadcom Common Stock (and cash in lieu of fractional shares) in accordance with Articles 1, 7, 9 and 10 of the Merger Agreement and Plan of Reorganization, dated as of April 8, 2002, by and among Broadcom, the Company, and, with respect to Article 7 and Article 9 only, Tung Chang, as Holder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent upon compliance with the exchange procedures set forth in Section 1.11 thereof.

7. Effect of the Merger. At the Effective Time of the Merger, the separate existence of the Company shall cease, and Broadcom shall succeed, without other transfer, to all of the rights and properties of the Company and shall be subject to all the debts and liabilities thereof in the same manner as if Broadcom had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of the Company shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Broadcom shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company and Broadcom shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

8. Plan of Reorganization. This Agreement of Merger is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

9. Articles of Incorporation; Bylaws; Directors and Officers of Surviving Corporation. From and after the Effective Time:

(a) The articles of incorporation of Broadcom, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until amended as provided by such articles of incorporation, the bylaws of the Surviving Corporation and applicable law.

(b) The bylaws of Broadcom, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended as provided by such by-laws, the articles of incorporation of the Surviving Corporation and applicable law.

(c) The directors and officers of Broadcom immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation.

10. Miscellaneous.

(a) Notwithstanding the approval of this Agreement of Merger by the shareholders of the Company, this Agreement of Merger shall terminate forthwith in the event that the Merger Agreement and Plan of Reorganization, dated as of April 8, 2002, by and among Broadcom, the Company, and, with respect to Article 7 and Article 9 only, Tung Chang, as Holder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent shall be terminated prior to the Effective Time as therein provided.

(b) In the event of the termination of this Agreement of Merger prior to the Effective Time as provided above, this Agreement of Merger shall forthwith become void and there shall be no liability on the part of the Company or Broadcom or their respective officers or directors, except as otherwise provided in the Merger Agreement and

Plan of Reorganization, dated as of April 8, 2002, by and among Broadcom, the Company, and, with respect to Article 7 and Article 9 only, Tung Chang, as Holder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent .

(c) This Agreement of Merger may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Agreement of Merger may be amended by the parties hereto any time prior to the Effective Time, whether before or after approval hereof by the shareholders of the Company, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

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

MOBILINK TELECOM, INC.

By: [Signature]
Name: Tung Chang
Title: President and Chief Executive Officer

By: [Signature]
Name: Tung Chang
Title: Secretary

BROADCOM CORPORATION

By: _____
Name: Henry T. Nicholas, III, Ph.D.
Title: President and Chief Executive Officer

By: _____
Name: David A. Dull
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]


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


MOBILINK TELECOM, INC.

By: _____
Name: Tung Chang
Title: President and Chief Executive Officer

By: _____
Name: Tung Chang
Title: Secretary

BROADCOM CORPORATION

By:  _____
Name: Henry T. Nicholas, III, Ph.D.
Title: President and Chief Executive Officer

By:  _____
Name: David A. Dull
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

OFFICERS' CERTIFICATE
OF
MOBILINK TELECOM, INC.

Tung Chang, President and Secretary of Mobilink Telecom, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), does hereby certify:

1. That he is the duly elected, acting and qualified President and Secretary of the Corporation.

2. The authorized capital stock of the Company consists of 90,000,000 shares of Common Stock, par value \$0.001 per share, of which 12,985,088 shares of Common Stock are issued and outstanding as of the date hereof, and 25,000,000 shares of Preferred Stock, par value \$0.001 per share, of which: (i) 8,350,000 shares are designated as Series A Preferred Stock, all of which are issued and outstanding, (ii) 3,048,000 shares are designated as Series B Preferred Stock, all of which are issued and outstanding, (iii) 2,018,136 shares are designated as Series C Preferred Stock, all of which are issued and outstanding, (iv) 4,234,347 shares are designated as Series D Preferred Stock, all of which are issued and outstanding, and (v) 6,000,000 shares are designated as Series E Preferred, all of which are issued and outstanding.

3. The Agreement of Merger in the form attached was duly approved by the board of directors of the Corporation in accordance with the Corporations Code of the State of California.

4. The principal terms of the Agreement of Merger in the form attached hereto were approved by the Corporation by the holders of (i) a majority of the outstanding shares of Common Stock, (ii) a majority of the outstanding shares of Preferred Stock, voting as a single class, (iii) a majority of the outstanding shares of Common Stock and Preferred Stock,

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voting together as a single class, and (iv) a majority of the outstanding shares of Series E Preferred Stock, voting separately as a class, which equals or exceeds the votes required of each class entitled to vote and the percentage vote required of each class.

5. All of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, 2,007,569 of the outstanding shares of Series D Preferred Stock and none of the outstanding shares of Series E Preferred Stock which were entitled to vote on the Agreement of Merger were converted into shares of Common Stock after such vote and immediately prior to the effective time of the merger.

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The undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed in Santa Clara, California, on this 29th day of May, 2002.



Name: Tung Chang
Title: President and Secretary


OFFICERS' CERTIFICATE
OF
BROADCOM CORPORATION

Henry T. Nicholas III, Ph.D., President, and David A. Dull, Secretary, of Broadcom Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

- 1. That they are the duly elected, acting and qualified President and Secretary, respectively, of the Corporation.
- 2. That the Agreement of Merger in the form attached was duly approved by the Board of Directors of the Corporation alone under the provisions of Section 1200 of the California Corporations Code.
- 3. No vote of the shareholders of the Corporation was required pursuant to Section 1201(b) of the California Corporations Code.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed in Irvine, California this 29th day of May, 2002.



 Henry T. Nicholas III, Ph.D., President



 David A. Dull, Secretary



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