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Attorney Docket No.: M-10095 US

FORM PTO-1595 [MODIFIED]
(REV. 03/01)

RECO



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U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ultima Interconnect Technology, Inc.

And

BTA Technology, Inc.

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

3. Nature of Conveyance:

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

Execution Date: December 29, 2000

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

Name: BTA-Ultima, Inc.

Internal Address:

Street Address: 1982A Zanker Road

City: San Jose State: CA Zip: 95112

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

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) - 09/661,328

B. Patent No.(s)

C. Title(s) of Application(s): - MOSFET Modeling for IC Design
Accurate for High FrequenciesAdditional numbers attached? ☐ Yes ☒ No

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

Name: Skjerven Morrill LLP

Internal Address:

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- ☐ Enclosed
☒ Authorized to be charged to Deposit Account

8. Deposit account Number: 19-2386

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

Street Address: 3 Embarcadero Ctr., 28th Floor

City: San Francisco State: CA Zip: 94111

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.

Michael G. Cleveland - 40,030

Name of Person Signing - Reg. No.

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail document to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 013631 FRAME: 0049

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AGREEMENT OF MERGER
OF
ULTIMA INTERCONNECT TECHNOLOGY, INC.,
AND
BTA TECHNOLOGY, INC.

FILED
In the Office of the Secretary of State
of the State of California

JAN 05 2001

Bill Jones
BILL JONES, Secretary of State

This Agreement of Merger, dated as of the fifth day of January 2001 ("Merger Agreement"), is by and between Ultima Interconnect Technology, Inc., a California corporation ("Ultima"), and BTA Technology, Inc., a California corporation ("BTA").

RECITALS

A. Ultima was incorporated in the State of California on June 1, 1995 and as of January 5, 2001 had 3,638,790 shares of Common Stock, no par value, outstanding, 400,000 shares of Series A Preferred, 400,000 shares of Series B Preferred 411,500 shares of Series C Preferred, and 2,000,197 shares of Series D Preferred outstanding (collectively referred to as "Ultima Capital Stock").

B. BTA was incorporated in the State of California on May 24, 1993 and as of January 5, 2001 had 2,108,888 shares of Common Stock, no par value, outstanding, and 365,000 shares of Series A Preferred, no par value outstanding (collectively referred to as "BTA Capital Stock").

C. Ultima and BTA have entered into an Agreement and Plan of Reorganization dated as of November 3, 2000 (the "Reorganization Agreement") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Merger Agreement and the Reorganization Agreement are intended to be construed together to effectuate their purpose.

D. The board of directors of BTA and Ultima deem it advisable and in their mutual best interests and in the best interests of the shareholders of BTA and Ultima, respectively, that BTA be merged with and into Ultima (the "Merger").

E. The Boards of Directors of BTA and Ultima and the requisite shareholders of BTA and Ultima have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. BTA shall be merged with and into Ultima, and Ultima shall be the Surviving Corporation. The name of the Surviving Corporation shall be "BTA-Ultima, Inc." ("BTA-Ultima").
2. The Merger shall become effective at 5:00 p.m. California time on January 5, 2001, or as prescribed by law (the "Effective Time").

3. Immediately before the Effective Time of the Merger, each outstanding share of Series A Preferred Stock of BTA shall, by its terms convert automatically into one share of BTA Common Stock. Upon the Merger becoming effective, each share of BTA Common Stock shall be converted automatically into and exchanged for the right to receive 2.4914 shares of BTA-Ultima Common Stock ("Merger Consideration").

4. The Merger will not affect any of the rights or preferences of Ultima Capital Stock as set forth in Ultima's Amended and Restated Articles of Incorporation.

5. Except as provided in paragraph 5 below, as of the Effective Time all certificates representing shares of BTA Capital Stock, issued and outstanding immediately prior to the Effective Time, shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each holder of a certificate representing any such shares of BTA Capital Stock shall cease to have any rights with respect thereto except the right to receive the Merger Consideration for each share of BTA Capital Stock upon surrender of such certificate.

6. Any holder of BTA Capital Stock who has demanded and perfected appraisal rights for such holder's shares in accordance with the California General Corporation Law and who, as of the Effective Time, has not effectively withdrawn or lost such appraisal rights ("Dissenting Shares"), shall not be converted into the Merger Consideration 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 California General Corporation Law. 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 Merger Consideration in accordance with Section 3 hereof.

7. Notwithstanding any other term or provision hereof, no fraction of a share of BTA-Ultima Common Stock will be issued by virtue of the Merger, but in lieu thereof each holder of shares of BTA Capital Stock who would otherwise be entitled to a fraction of a share of BTA-Ultima Common Stock (after aggregating all fractional shares of BTA-Ultima Common Stock to which a holder is otherwise entitled) shall have such fractional shares rounded up to the next whole share of BTA-Ultima Common Stock upon surrender of his or her certificate or certificates representing BTA Capital Stock.

8. The conversion of BTA Capital Stock as provided by this Merger Agreement shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of BTA Capital Stock shall thereupon be entitled to receive the Merger Consideration in accordance with Section 3 hereof. Promptly after the Effective Time, each shareholder shall be entitled to receive certificates that represent the number of shares of BTA-Ultima Common Stock issuable to such shareholder under this Merger Agreement upon surrender as set forth in the Reorganization Agreement of such shareholder's certificates which immediately prior to the Effective Time represented outstanding shares of BTA Capital Stock. No dividends or other distributions on BTA-Ultima Common Stock declared or made after the Effective Time shall be paid to the holder of any unsurrendered certificate until the holder of record of such certificate shall

surrender such certificate. Subject to the effect, if any, of applicable laws, following surrender of any certificate, there shall be delivered to the person entitled thereto, without interest, the amount of dividends theretofore paid with respect to the BTA-Ultima Common Stock so withheld as of any date subsequent to the Effective Time of the Merger and prior to such date of delivery.

All Merger Consideration paid in accordance with Sections 3 and 6 hereof delivered upon the surrender for exchange of shares of BTA Capital Stock in accordance with the terms hereof shall be deemed to have been delivered in full satisfaction of all rights pertaining to such BTA Capital Stock. If, after the Effective Time of the Merger, certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Section 7.

9. At the Effective Time of the Merger, the separate existence of BTA shall cease, and BTA-Ultima shall succeed, without other transfer, to all of the rights and properties of BTA and shall be subject to all the debts and liabilities thereof in the same manner as if BTA-Ultima had itself incurred them.

10. At the Effective Time of the Merger, Article I of the Amended and Restated Articles of Incorporation of the Surviving Corporation shall be amended in full to read as follows:

"I

The name of this Corporation is BTA-Ultima, Inc."

11. (a) Notwithstanding the approval of this Merger Agreement by the shareholders of BTA and the common stock shareholders of Ultima, this Merger Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of BTA and Ultima.

(b) Notwithstanding the approval of this Merger Agreement by the shareholders of BTA and the common stock shareholders of Ultima, this Merger Agreement shall terminate if the Reorganization Agreement shall be terminated as therein provided at any time prior to the Effective Time of the Merger.

(c) If this Merger Agreement is terminated as provided above, this Merger Agreement shall become void and there shall be no liability on the part of BTA or Ultima or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

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

(e) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of BTA and the common stock shareholders of Ultima, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Merger Agreement 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 Merger Agreement as of the date first written above.

BTA TECHNOLOGY, INC.



Zhihong Liu, President and Chief Executive Officer



Bob Xu, Secretary

ULTIMA INTERCONNECT TECHNOLOGY, INC.



Wayne Wei-Ming Dai, President and Secretary

OFFICER'S CERTIFICATE
OF
ULTIMA INTERCONNECT TECHNOLOGY, INC.

Wayne Wei-Ming Dai, President and Secretary, of Ultima Interconnect Technology, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), does hereby certify:

1. He is the duly elected, acting and qualified President and the Secretary of the Corporation.
2. The authorized capital stock of the Corporation consists of 20,000,000 shares of Common Stock, no par value, of which there were 3,638,790 shares outstanding and entitled to vote on the Agreement of Merger, and 400,000 shares of Series A Preferred, 400,000 shares of Series B Preferred, 411,500 shares of Series C Preferred, and 2,000,197 shares of Series D Preferred outstanding of which no shares were entitled to vote on the Merger pursuant to Section 1201(a) of the General Corporation Law of the State of California.
3. The Agreement of Merger in the form attached was duly approved by the board of directors and holders of Common Stock of the Corporation in accordance with the General Corporation Law of the State of California.
4. The shareholder approval was by the holders of a majority of the outstanding shares of Common Stock of the Corporation. The required vote was a majority of the outstanding shares of Common Stock of the Corporation. Pursuant to Section 1201(a) of the General Corporation Law of the State of California, the holders of the Corporation's Preferred Stock were not entitled to vote on the Merger.

The undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed in Palo Alto, California, on December 29, 2000.



Wayne Wei-Ming Dai, President and Secretary

OFFICER'S CERTIFICATE
OF
BTA TECHNOLOGY, INC.

Zhihong Liu, President and Chief Executive Officer, and Bob Xu, Secretary, of BTA Technology, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify that:

1. They are the duly elected, acting and qualified President and the Secretary, respectively, of the Corporation.
2. There are two authorized classes of shares of the Corporation, consisting of 5,000,000 shares of Common Stock, no par value, and 1,000,000 shares of Series A Preferred Stock, no par value. The total number of issued and outstanding shares of Common Stock is 2,108,888, and the total number of issued and outstanding shares of Series A Preferred Stock is 365,000.
3. The Agreement of Merger in the form attached was approved by the board of directors and the shareholders of the Corporation in accordance with the General Corporation Law of the State of California.
4. The required shareholder approval was a majority of the outstanding shares of Common Stock and Preferred Stock voting together and a majority of the outstanding shares of each of the Preferred Stock and Common Stock voting separately as a class. The vote equaled or exceeded the required shareholder vote.

The undersigned declare under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in Palo Alto, California, on December 29, 2000.

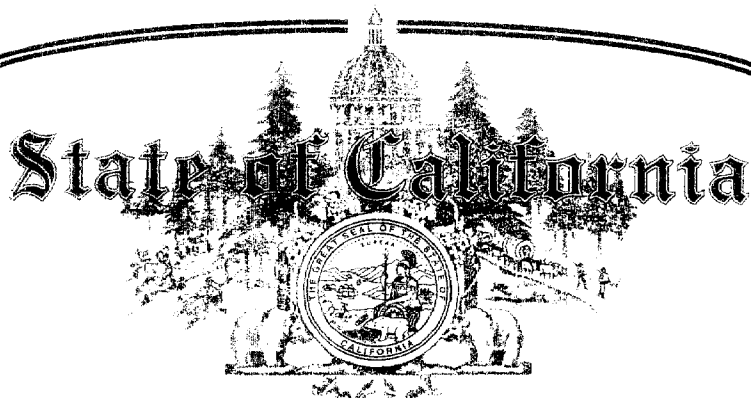


Zhilong Liu, President and Chief Executive Officer



Bob Xu, Secretary





SECRETARY OF STATE

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

That the attached transcript of 7 page(s) was prepared by and in this office from the record on file, 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

DEC 18 2002



Bill Jones

Secretary of State