

01-27-2003

FORM PTO-1595

Docket No. 30.7\*2/JWP/L471

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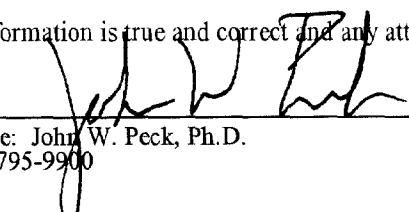
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Box Assignment  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Post Office Box 7068  
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<b>1. Name of conveying party(ies):</b> <b>Amorphous Alloys Corporation</b>  Additional name(s) of conveying party(ies) attached: <b>No</b>		<b>2. Name and address of receiving party(ies):</b>  Name: <b>Amorphous Technologies International</b>  Street Address:  <b>100 North Tampa Street, Suite 3150</b> <b>Tampa, Florida 33602</b>			
<b>3. Name of conveyance:</b>  <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:  Execution Date: <b>7/30/96</b>		Additional name(s) & address(es) attached? <b>No</b>			
<b>4. Application number(s) or patent number(s):</b>  If this document is being filed together with a new application, the execution date of the application is: .  <table border="0"> <tr> <td style="vertical-align: top;"> <b>A. Patent Application No.(s)</b> </td> <td style="vertical-align: top;"> <b>B. Patent No.(s)</b>   <b>5,482,580; 5,567,251; 5,567,532</b> </td> </tr> </table>				<b>A. Patent Application No.(s)</b>	<b>B. Patent No.(s)</b>  <b>5,482,580; 5,567,251; 5,567,532</b>
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Additional numbers attached? <b>No</b>					
<b>5. Please return the recorded document and address all correspondence to:</b>  <b>CHRISTIE, PARKER &amp; HALE, LLP</b> P.O. Box 7068 Pasadena, CA 91109-7068  Attention: <b>John W. Peck, Ph.D.</b>		<b>6. Total number of applications and patents involved:</b> <span style="border: 1px solid black; padding: 2px;">3</span>			
<b>10. <input type="checkbox"/> Explanatory letter is enclosed.</b>		<b>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41):</b> <b>\$ 120.00</b>  <b>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</b>			
<b>9. Statement and signature.</b> 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.  Date: January 14, 2003  By  Name: <b>John W. Peck, Ph.D.</b> 626/795-9900					
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">10</span>					

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 FINANCE SECTION

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

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AGREEMENT AND PLAN OF MERGER  
OF  
AMORPHOUS TECHNOLOGIES INTERNATIONAL (SURVIVOR),  
AMORPHOUS MATERIALS & TECHNOLOGIES, INC. (DISAPPEARING),  
AND  
AMORPHOUS ALLOYS CORPORATION (DISAPPEARING)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 15th day of December, 1995, by and between Amorphous Technologies International, a California corporation (the "Parent") and Amorphous Materials & Technologies, Inc., a California corporation and wholly-owned subsidiary of Parent ("Disappearing corporation No. 1") and Amorphous Alloys Corporation, a California corporation ("Disappearing Corporation No. 2"). Parent, Disappearing Corporation No. 1 and Disappearing Corporation No. 2 are sometimes collectively referred to herein as the "Constituent Corporations."

R E C I T A L S

A. Parent has the authority to issue 10,000,000 shares of Common Stock, no par value ("Parent Common Stock"), of which there are presently 3,510,193 shares issued and outstanding as of the date hereof.

B. Disappearing Corporation No. 1 has the authority to issue 10,000,000 shares of Common Stock, no par value ("Disappearing Corporation No. 1 Common Stock"), of which there are 10,000,000 shares issued and outstanding as of the date hereof.

C. Disappearing Corporation No. 2 has the authority to issue 10,000,000 shares of Common Stock, no par value ("Disappearing Corporation No. 2 Common Stock"), of which there are 1,000,000 shares issued and outstanding as of the date hereof.

D. The Board of Directors of each of the Constituent Corporations deems it advisable and in the best interest of each of the Constituent Corporations and their respective shareholders that Disappearing Corporation No. 1 and Disappearing Corporation No. 2 be merged into and with Parent as permitted by the California General Corporation Law.

E. This Agreement has been approved by the Board of Directors of each Constituent Corporation and will be submitted to their respective shareholders for their consideration and approval.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the Constituent

4.2 Disappearing Corporation No. 1. On the Effective Date, each share of Disappearing Corporation No. 1 Common Stock issued and outstanding immediately prior to the Merger, shall cease to exist and shall be cancelled.

4.3 Disappearing Corporation No. 2. On the Effective Date, each share of Disappearing Corporation No. 2 Common Stock issued and outstanding and owned by Parent immediately prior to the Merger, shall cease to exist and shall be cancelled, and each share of Disappearing Corporation No. 2 Common Stock issued and outstanding and owned by William Johnson (the sole minority shareholder) immediately prior to the Merger, shall be automatically and without further action on the part of the Constituent Corporations or William Johnson, be converted into 280,000 shares of Parent Common Stock.

5. Transfer Provisions.

5.1 Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers, property and franchises and all other interests of each of the Constituent Corporations shall be transferred to, vested in and possessed by the Surviving Corporation, subject to all the disabilities, duties and restrictions of or upon each of the Constituent Corporations; and all debts due to each of the Constituent Corporations on whatever account, and all things in action or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation. All property, rights, privileges, powers and franchises, and every other interest shall thereafter be the property of the Surviving Corporation as they were of the Constituent Corporations, and all title to real property vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of the Constituent Corporations and of their shareholders, officers and directors shall not be affected, and all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and any claim, action or proceeding existing, or pending by or against either of the Constituent Corporations may be prosecuted to judgment as if such Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

5.2 Further Actions. Each of the parties hereto shall, following the Merger, and without charge to the other, take such additional actions and execute, deliver and file such additional instruments as may be reasonably required to give effect to the transactions contemplated hereby. The parties further agree that from time to time and when requested by the Surviving Corporation,

to the extent permitted by law, the officers and directors of Parent and of Subsidiary are fully authorized in the name of Subsidiary or otherwise to execute and deliver all such deeds, assignments, confirmations, assurances and other instruments and to take all such further actions as the Surviving Corporation may deem necessary or appropriate in order to vest, perfect, confirm or assure the Surviving Corporation title to and possession of all of said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

6. Conditions.

The obligations of the Constituent Corporations to effect the transaction contemplated herein is subject to the satisfaction of the condition (any or all of which may be waived by the Constituent Corporations in their sole discretion to the extent permitted by law) that the shareholders of the Constituent Corporations shall have approved the Merger in accordance with the California General Corporation Law.

7. Termination or Abandonment.

This Agreement may be terminated and the Merger hereby provided for abandoned at any time prior to the Effective Date by the mutual consent of the Board of Directors of each of the Constituent Corporations. In the event of termination of this Agreement as provided in this Section 7, this Agreement shall become wholly void and of no effect, and there shall be no liability on the part of the Constituent Corporations or their Boards of Directors or shareholders.

8. Other Provisions.

8.1 Governing Law. This Agreement and the rights and obligations hereunder of the parties hereto shall be governed by and construed in accordance with the laws of the State of California.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and is intended as a complete and exclusive statement of the terms of the agreement between the parties hereto with respect thereto and supersedes all prior agreements, representations and understandings, whether written or oral.

8.3 Headings. The various headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

8.4 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be

deemed to be an original instrument, but all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their respective shareholders and Boards of Directors, have caused this Agreement and Plan of Merger to be executed by the officers set forth below as of the day and year first above written.

"PARENT":

AMORPHOUS TECHNOLOGIES  
INTERNATIONAL,  
a California corporation

By: James Kang  
James Kang, President

By: David Scruggs  
David Scruggs, Secretary

"DISAPPEARING  
CORPORATION NO. 1":

AMORPHOUS MATERIALS &  
TECHNOLOGIES, INC.,  
a California corporation

By: James Kang  
James Kang, President

By: David Scruggs  
David Scruggs, Secretary

"DISAPPEARING  
CORPORATION NO. 2":

AMORPHOUS ALLOYS CORPORATION,  
a California corporation

By: James Kang  
James Kang, President

By: David Scruggs  
David Scruggs, Secretary

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

James Kang and David Scruggs hereby certify that:

1. They are the President and the Secretary, respectively, of Amorphous Technologies International, a California corporation (the "Corporation").

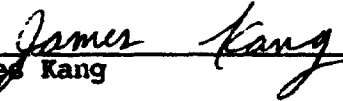
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the shareholders of the Corporation.

3. The shareholder approval was by the holders of 55% of the outstanding shares of the Corporation.

4. The Corporation has only one class of shares and the number of shares outstanding is 3,510,193.

We 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.

Dated: December 15, 1995

  
James Kang

  
David Scruggs

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

James Kang and David Scruggs hereby certify that:

1. They are the President and the Secretary, respectively, of Amorphous Materials & Technologies, Inc., a California corporation (the "Corporation").

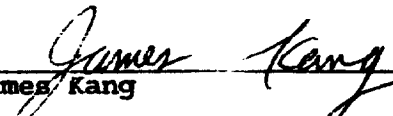
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the shareholders of the Corporation.


3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.

4. The Corporation has only one class of shares and the number of shares outstanding is 10,000,000.

We 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.

Dated: December 15, 1995

  
James Kang

  
David Scruggs

CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER

James Kang and David Scruggs hereby certify that:

1. They are the President and the Secretary, respectively, of Amorphous Alloys Corporation, a California corporation (the "Corporation").

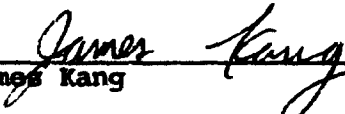
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the shareholders of the Corporation.


3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.

4. The Corporation has only one class of shares and the number of shares outstanding is 1,000,000.

We 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.

Dated: December 15, 1995

  
\_\_\_\_\_  
James Kang

  
\_\_\_\_\_  
David Scruggs



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# State of California



## SECRETARY OF STATE

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

That the attached transcript of 8 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

NOV 21 2002

*Bill Jones*

Secretary of State

