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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document.

1. Name of conveying party(ies): <p style="text-align: center;">Digital Furnace Corporation</p>		2. Name and address of receiving party(ies): Name: Broadcom Corporation Internal Address: Street Address: 16215 Alton Parkway City: Irvine State: CA Zip Code: 92618-3616 Country: United States	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no		Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	
3. Nature of Conveyance: <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: February 15, 2000			
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). <u>09/427,792</u>		B. Patent No(s).	
Additional numbers attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Sterne, Kessler, Goldstein & Fox P.L.L.C. Internal Address: c/o Robert Sokohl Docket No.: 1875.3690001 Street Address: 1100 New York Ave., N.W. Suite 600 City: Washington State: D.C. Zip Code: 20005-3934		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 C.F.R. § 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Charge: PTO-2038 Credit Card Form Enclosed <input type="checkbox"/> Authorized to be charged to Deposit Account	
		8. Deposit Account Number: 19-0036 (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i>			
<u>Robert Sokohl</u> Name of Person Signing Registration No. 36,013		 Signature <u>1/28/03</u> Date	
Total number of pages including cover sheet, attachments and document <u>9</u>			
Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231			

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 CALIFORNIA AGREEMENT OF MERGER

FILED
 In the office of the Secretary of State
 of the State of California

FEB 29 2000

Bill Jones
 BILL JONES, Secretary of State

OF
 BROADCOM CORPORATION
 AND
 DIGITAL FURNACE CORPORATION

This Agreement of Merger, dated as of the 15th day of February, 2000 ("Agreement of Merger"), between Broadcom Corporation, a California corporation ("Broadcom"), Digital Furnace Corporation, a Georgia corporation (the "Company").

RECITALS

A. The Company was incorporated in the State of Georgia on March 19, 1999 and on the date hereof has outstanding 150,000 shares of Common Stock (the "Company Common Stock"), 550,000 shares of Series A Preferred Stock (the "Series A Stock"), 2,000,001 shares of Series B Preferred Stock (the "Series B Stock") (the Series A Stock and the Series B Stock collectively, the "Company Preferred Stock"), and together with the shares of Company Common Stock, the "Company Shares" or "Company Capital Stock").

B. The Company and Broadcom have entered into an Agreement and Plan of Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Agreement of Merger and the Agreement and Plan of Reorganization are intended to be construed together to effectuate their purpose.

C. 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.

D. 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 Company shall be merged with and into Broadcom, and Broadcom shall be the Surviving Corporation. Broadcom is sometimes referred to herein as the "Surviving Corporation."

2. The Merger shall become effective at such time (the "Effective Time") as this Agreement of Merger and the officers' certificate of the Company is filed with the Secretary

of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

3. The maximum number of shares of Broadcom Common Stock to be issued or reserved for issuance as a result of the Merger and the other transactions contemplated by the Agreement and Plan of Reorganization (including Broadcom Common Stock to be reserved for issuance upon exercise of any of the Company Options and Company Warrants to be assumed by Broadcom) shall not exceed the Aggregate Share Number. On the terms and subject to the conditions of the Agreement of Merger, as of the Effective Time, by virtue of the Merger and without any action on the part of Broadcom, the Company or any holder of any Company security, the following shall occur:

(a) Conversion of Company Capital Stock. At the Effective Time, each share of Company Capital Stock which is issued and outstanding immediately prior to the Effective Time (other than any shares of Company Capital Stock to be canceled pursuant to Section 3(b) of this Agreement of Merger and any Dissenting Shares) will be canceled and extinguished and be converted automatically into the right to receive, that number of shares of Class B common stock, par value \$0.0001 per share, of Broadcom ("Broadcom Common Stock") equal to the Exchange Ratio, rounded down to the nearest whole share of Broadcom Common Stock. For purposes of this Agreement of Merger:

(i) "Aggregate Share Number" means seven hundred fifty thousand (750,000) shares of Broadcom Common Stock, subject to adjustment pursuant to Section 3(d) of this Agreement of Merger and minus the number of shares of Broadcom Common Stock that would be issuable in respect of Dissenting Shares.

(ii) "Closing Price" means the average of the last sale prices of Broadcom Class A Common Stock on the twenty (20) trading days ending on the trading day immediately prior to the Effective Time.

(iii) "Dissenting Shares" means any shares of Company Capital Stock held by a holder who has asserted dissenters' rights for such shares in accordance with the Georgia Code and who, as of the Effective Time, has not effectively withdrawn or lost such dissenters' rights.

(iv) "Effective Time" means the time of acceptance by the Secretary of State of the State of California of this Agreement of Merger.

(v) "Exchange Ratio" means the quotient obtained by dividing (x) the Aggregate Share Number by (y) the Outstanding Share Number.

(vi) "Georgia Code" means the Georgia Business Corporation Code and all amendments and additions thereto.

(vii) "Outstanding Share Number" means the aggregate number of shares of Company Common Stock outstanding immediately prior to the Effective Time (assuming the conversion of all shares of Company Preferred Stock into Company Common Stock and the exercise in full, by cash exercise, of all unvested and vested Company Options and all Company Warrants).

(b) Cancellation of Broadcom-Owned and Company-Owned Stock. Each share of Company Capital Stock owned by Broadcom or the Company or any subsidiary of Broadcom or the Company immediately prior to the Effective Time shall be automatically canceled and extinguished without any conversion thereof and without any further action on the part of Broadcom or the Company.

(c) Company Options and Company Stock Plan. At the Effective Time all unexpired and unexercised Company Options then outstanding, whether vested or unvested, shall be assumed by Broadcom in accordance with provisions described below.

(i) At the Effective Time, each unexpired and unexercised Company option issued pursuant to the Amended and Restated Digital Furnace Corporation Stock Incentive Plan adopted on September 21, 1999 (the "Company Stock Plan") which is then outstanding, whether vested or unvested (each, a "Company Option"), shall by virtue of the Merger be assumed by Broadcom together with the Company Stock Plan. Each Company Option so assumed by Broadcom shall continue to have, and be subject to, the same terms and conditions as were applicable to such Company Option immediately prior to the Effective Time (including any repurchase rights or vesting provisions), *provided that* (A) such Company Option shall be exercisable for that number of whole shares of Broadcom Common Stock equal to the product of the number of shares of Company Capital Stock that were issuable upon exercise of such Company Option immediately prior to the Effective Time multiplied by the Exchange Ratio (rounded down to the nearest whole number of shares of Broadcom Common Stock) and (B) the per share exercise price for the shares of Broadcom Common Stock issuable upon exercise of such assumed Company Option shall be equal to the quotient determined by dividing the exercise price per share of Company Capital Stock at which such Company Option was exercisable immediately prior to the Effective Time by the Exchange Ratio (rounded up to the nearest whole cent).

(ii) It is the intention of the parties that the Company Options assumed by Broadcom shall qualify following the Effective Time as incentive stock options as defined in Section 422 of the Internal Revenue Code to the same extent the Company Options qualified as incentive stock options immediately prior to the Effective Time, and the provisions of this Section 3(c) shall be applied consistent with this intent.

(iii) At the Effective Time, Broadcom shall assume the Company's obligations, and shall be assigned the Company's repurchase rights and purchase options, under any restricted stock purchase agreements entered into pursuant to the Company Stock Plan or in connection with any Company restricted stock held by founders of the Company or otherwise. Any and all restrictions on the Company restricted stock issued pursuant to the Company Stock Plan or such other agreements which do not lapse in accordance with their terms (as in effect on February 15, 2000) shall continue in full force and effect until such restrictions lapse pursuant to the terms of such agreements, and any repurchase rights or purchase options which the Company has with respect to the Company restricted stock shall also continue in full force and effect.

(d) Adjustments to Exchange Ratio. The Exchange Ratio shall be equitably adjusted to reflect fully the effect of any stock split, reverse split, stock combination, stock dividend (including any dividend or distribution of securities convertible into Broadcom Common Stock or Company Capital Stock), reorganization, reclassification, recapitalization or

other like change with respect to Broadcom Common Stock or Company Capital Stock, the effective date of which occurs after the date hereof and prior to the Effective Time.

(e) 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) the Closing Price.

(f) Capital Stock of Broadcom. Each share of Broadcom Common Stock and each share of Class A Common Stock, par value \$0.0001 per share, of Broadcom which is issued and outstanding immediately prior to the Effective Time shall remain outstanding as one validly issued, fully paid and nonassessable share of the same class of common stock of the Surviving Corporation, with identical rights and privileges. From and after the Effective Time, each share certificate of Broadcom theretofore evidencing ownership of any such shares shall evidence ownership of such shares of capital stock of the Surviving Corporation.

4. Any Dissenting Shares shall not be converted into 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 law of the State of Georgia. 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 Broadcom Common Stock in accordance with Section 3 of this Agreement of Merger.

5. The conversion of the Company Common Stock into the right to receive the applicable number of shares or fraction of a share of 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 and Company Preferred Stock shall thereupon be entitled to receive shares of Broadcom Common Stock in accordance with this Agreement of Merger.

6. 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 of the Merger, all the property, rights, privileges, powers and franchises of the Company shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

7. 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.

8. (a) At the Effective Time, 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 from and after the Effective Time until thereafter amended as provided by law and such articles of incorporation and by-laws of the Surviving Corporation.

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

9. (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 Agreement and Plan of Reorganization shall be terminated as therein provided.

(b) In the event of the termination of this Agreement of Merger 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 Agreement and Plan of Reorganization.

(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 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.

State of California

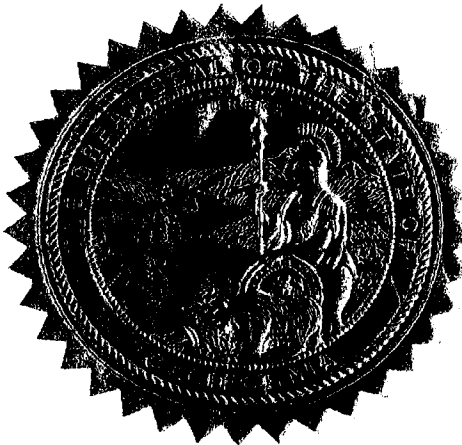


SECRETARY OF STATE CERTIFICATE OF FILING

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

That on the **29th day of February 2000**, there was filed in this office a(n) **Certificate of Merger** merging **DIGITAL FURNACE CORPORATION**, a(n) **Georgia** corporation, into **BROADCOM CORPORATION**, a California corporation, and the surviving corporation, by the terms of said agreement.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of April 19, 2001.



Bill Jones
BILL JONES
Secretary of State

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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 6 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

APR 19 2001

Secretary of State

