

05-14-2003

Substitute Form PTO-1595
Attorney Docket No.: 14509-005001

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Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): Rockwell Science Center, Inc. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Rockwell Science Center, LLC 1049 Camino Dos Rios, Thousand Oaks, CA 91360 U.S.A. Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: Merger Execution Date: August 27, 1997	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): B. Patent No(s): 5,619,352; 5,731,886 and 5,798,745 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed: David L. Feigenbaum Fish & Richardson P.C. 225 Franklin Street Boston, MA 02144	6. Total number of patents involved: 3 7. Total fee (37 CFR §3.41): \$120 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
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>	
David L. Feigenbaum Reg. No. 30,378 Name of Person Signing	 Signature
	5/9/03 Date
Total number of pages including coversheet, attachments and document: 4	

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CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner of Patents, Washington, D.C. 20231.

MAY 9, 2003
Date of Deposit

Signature

DEBORAH R. EAST
Typed Name of Person Signing Certificate

PATENT
REEL: 014051 FRAME: 0442

AGREEMENT AND PLAN OF MERGER BETWEEN
ROCKWELL SCIENCE CENTER, LLC AND
ROCKWELL SCIENCE CENTER, INC.

This Agreement and Plan of Merger (the "Plan") dated as of this 27 day of August, 1997 is between Rockwell Science Center, LLC, a Delaware limited liability company ("RSC LLC"), and Rockwell Science Center, Inc., a Delaware corporation ("RSC Inc."; RSC LLC and RSC Inc. are hereinafter collectively referred to as the "Merging Entities").

W I T N E S S E T H :

WHEREAS, RSC LLC and RSC Inc. desire that RSC Inc. be merged with and into RSC LLC subject to the terms and conditions hereof (the "Merger"), following which RSC LLC shall be the surviving entity (the "Surviving Entity");

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 264 of the Delaware General Corporation Law (the "DGCL") authorize the merger of a Delaware corporation with and into a Delaware limited liability company;

WHEREAS, RSC LLC is a limited liability company formed under the laws of the State of Delaware with an authorized capital of 1,000 Common Shares (the "LLC Common Shares"), all of which are issued and outstanding and owned by Rockwell Semiconductor Systems, Inc., a Delaware corporation ("Semiconductor Systems"); and

WHEREAS, RSC Inc. is a corporation organized under the laws of the State of Delaware with an authorized capital of 1,000 shares of Common Stock, \$1 par value per share (the "Common Stock"), all of which are issued and outstanding, and owned by Semiconductor Systems;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Article I

Merger and Surviving Entity; Effective Time

1.01. (a) Merger. (i) Subject to the terms and conditions hereof, at the time the Merger will become effective as provided in Section 1.01(b) hereof (the "Effective Time"), RSC Inc. shall be merged with and into RSC LLC, and RSC LLC shall be

the Surviving Entity and shall continue as a limited liability company under the DLLCA.

(ii) From and after the Effective Time, the separate existence of RSC Inc. shall cease, and the Merger shall in all respects have the effect provided for in Section 259 of the DGCL (in so far as it is applicable) and Section 18-209(g) of the DLLCA.

(iii) The Limited Liability Company Agreement of RSC LLC, as in effect immediately prior to the Effective Time, shall continue as the limited liability company agreement of the Surviving Entity, and the Certificate of Formation of RSC LLC, as in effect immediately prior to the Effective Time, shall continue as the Certificate of Formation of the Surviving Entity.

(iv) From and after the Effective Time, the officers and directors of the Surviving Entity shall consist of the officers and directors of RSC LLC immediately prior to the Effective Time, serving in the same capacity or capacities, and each such officers and directors shall serve until their respective successors are elected and qualified in accordance with the limited liability company agreement of the Surviving Entity.

(b) Effective Time. The Merger shall become effective upon the filing of a Certificate of Merger in the office of the Secretary of State of the State of Delaware in accordance with the DLLCA and the DGCL. RSC LLC will file as soon as possible after the execution of this Agreement a Certificate of Merger in the office of the Secretary of State of the State of Delaware.

Article II

Effect on the Common Stock and the LLC Common Shares

2.01. (a) Conversion of Shares. The effect of the Merger on the Common Stock and the LLC Common Shares shall be as follows:

(i) At the Effective Time, all shares of Common Stock outstanding immediately prior to the Effective Time and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist or be outstanding and shall be canceled and retired without payment of any consideration therefor; and

(ii) The Merger shall have no effect on the LLC Common Shares and all LLC Common Shares issued and outstanding immediately prior to the Effective Time shall continue to be the issued and outstanding equity interests of the Surviving Entity.

Article III

Miscellaneous

3.01. Abandonment. This Plan and the Merger may be terminated and abandoned by resolution of the Board of Directors of RSC Inc. or RSC LLC at any time prior to the Effective Time.


3.02. Counterparts. Any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

3.03. Successors. This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

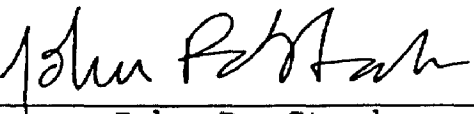
3.04. Governing Law. This Plan shall be construed in accordance with and governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, each of the Merging Entities has caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

ROCKWELL SCIENCE CENTER, LLC

By: 
Name: John R. Stocker
Title: Vice President

ROCKWELL SCIENCE CENTER, INC.

By: 
Name: John R. Stocker
Title: Vice President