


AER-PT001

Form PTO-1595 (Rev. 10/02)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
OMB No. 0651-0027 (exp. 6/30/2005)		PATENTS ONLY			
Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Aeroflex RDL Corporation</u>		2. Name and address of receiving party(ies) Name: <u>Aeroflex Laboratories Incorporated</u> Internal Address: _____ _____ _____ Street Address: <u>33 South Service Road</u> _____ _____ City: <u>Plainview</u> State: <u>NY</u> Zip: <u>11803</u>			
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: <u>01/14/2003</u>			
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)			B. Patent No.(s) <u>5,970,053</u>		
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: <u>Joseph M. Konieczny, Sr.</u> Internal Address: <u>Joseph M. Konieczny, P.C.</u> _____ _____ Street Address: <u>P.O. Box 387</u> _____ _____ City: <u>Conshohocken</u> State: <u>PA</u> Zip: <u>19428-0387</u>		6. Total number of applications and patents involved: <input type="checkbox"/>			
		7. Total fee (37 CFR 3.41).....\$ _____ <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account			
		8. Deposit account number: _____ (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>Joseph M. Konieczny, Sr.</u> Name of Person Signing		 Signature		<u>12/16/03</u> Date	
Reg. No. 35,806		Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/> 3			

GIP \$40.00 5970053

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

PENNSYLVANIA DEPARTMENT OF STATE

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~~CORPORATION BUREAU~~

ROOM 206 NORTH OFFICE BUILDING

P.O. BOX 8722

HARRISBURG, PA 17105-8722

AEROFLEX LABORATORIES INCORPORATED

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.DOS.STATE.PA.US/CORPS OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND/OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 3115296

MICROFILM NUMBER: 2003007

1259-1267

CT CORP SYSTEM
COUNTER

PATENT
REEL: 014196 FRAME: 0799

PENNSYLVANIA DEPARTMENT OF STATE

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CORPORATION BUREAU

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P.O. BOX 8722

HARRISBURG, PA 17105-8722

AEROFLEX RDL CORPORATION

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

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ENTITY NUMBER: 0295611

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X

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**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

Articles/Certificate of Merger
(15 Pa.C.S.)

Entity Number: 3115296

Domestic Business Corporation (§ 1926)
 Domestic Nonprofit Corporation (§ 5926)
 Limited Partnership (§ 8547)

Name: CT CORP-COUNTER
Address: CT CORP-COUNTER
City: _____

Document will be returned to the name and address you enter to the left.

Fee: \$108 plus \$28 additional for each Party in additional to two

Filed in the Department of State on JAN 30 2003

Joseph Raus
ACTING Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
Aeroflex Laboratories Incorporated

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County

c/o _____

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of Delaware and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County

c/o CT Corporation System Philadelphia

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street City State Zip

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3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
Aeroflex RDL Corporation	213 Heatherwood Road , Haverlown , PA		Delaware

4. Check, and if appropriate complete, one of the following:

- The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.
- The plan of merger shall be effective on: _____ at _____
Date Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
Aeroflex RDL Corporation	Adopted by the directors and shareholders pursuant to 15 Pa C.S. §1924(a).

6. Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger. The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership (or each of the foreign business/nonprofit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Check, and if appropriate complete, one of the following:

- The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.
- Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a party hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is:

Number and street	City	State	Zip	County

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IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

14th day of January,
2003

Aeroflex RDL CORPORATION

Name of Corporation/Limited Partnership

Microlab

Signature

Vice President

Title

Aeroflex Laboratories
 Incorporated

Name of Corporation/Limited Partnership

Microlab

Signature

Vice President

Title

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CT CORPORATION
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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of January 1 2003 by and between AEROFLEX RDL Corporation, a Pennsylvania Corporation ("RDL"), and AEROFLEX LABORATORIES INCORPORATED, a Delaware corporation ("Labs").

WHEREAS, RDL and Labs are each a wholly-owned subsidiary of Aeroflex Incorporated, a Delaware corporation; and

WHEREAS, the Board of Directors of RDL and Labs deem it advisable and in the best interests of their respective corporation and its stockholder to consummate, and have approved, the merger provided for herein in which RDL will merge with and into Labs;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 Merger. Subject to the terms and conditions of the Agreement, RDL shall be merged (the "Merger") with and into Labs in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the Business Corporation Law of the Commonwealth of Pennsylvania (the "PBCL"), the separate existence of RDL shall cease, and Labs shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Delaware. Labs shall succeed, insofar as permitted by the law, to all the rights, powers, assets, qualifications, limitations and liabilities of RDL.

1.2 Effective Time of the Merger. The Merger shall become effective as of the date of filing of an appropriate certificate of merger with the Secretary of State of Pennsylvania in accordance with the DGCL and PBCL or such later time specified as the effective time in the certificate of merger. The date and time when the Merger shall become effective are herein referred to as the "Effective Time".

ARTICLE II

NAME, CERTIFICATE OF INCORPORATION,
BY-LAWS, DIRECTORS AND OFFICERS
OF THE SURVIVING CORPORATION

2.1 Name of Surviving Corporation. On and after the Effective Date, the name of the Surviving Corporation shall be AEROFLEX LABORATORIES INCORPORATED.

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2.2 Certificate of Incorporation. The certificate of incorporation of Labs on the Effective Date shall continue to be the certificate of incorporation of the Surviving Corporation. There is hereby reserved to Labs the right from and after the Effective Date, to amend, alter or modify its certificate of incorporation and to add thereto or insert therein additional provisions authorized by such certificate of incorporation and the laws of the State of Delaware which at that time shall be in force, in the manner now or hereafter prescribed or permitted by applicable law. All rights, powers and privileges conferred by such certificate of incorporation or this Agreement upon any stockholder of Labs or any other person are granted and shall be held and enjoyed subject to such reserved right.

2.3 By-Laws. The by-laws of Labs in effect on the Effective Date shall continue to be the by-laws of the Surviving Corporation after the Effective Date until amended or repealed as provided in the certificate of incorporation and by-laws of Labs or by applicable law.

2.4 Directors and Officers. The directors and officers of Labs on the Effective Date shall continue to be the directors and officers, respectively, of the Surviving Corporation after the Effective Date until expiration of their current terms as such, or prior resignation, removal or death, subject to the certificate of incorporation and by-laws of the Surviving Corporation and applicable law.

ARTICLE III

CONVERSION, CANCELLATION AND EXCHANGE OF STOCK

3.1 Conversion of RDL Stock. On the Effective Date each share of RDL common stock, \$.01 par value ("RDL Common Stock") issued and outstanding or held in the treasury of RDL immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become the right to receive one-thousandth of a validly issued, fully paid and nonassessable share of Labs Common Stock (the "Exchange Ratio").

3.2 Treatment of Labs Stock. Each share of Labs common stock, no par value ("Labs Common Stock") issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, remain issued and outstanding and be unchanged by the Merger. At the Effective Date, Labs shall have outstanding 1,244.58 shares of common stock, no par value.

3.3 Exchange.

(a) On or after the Effective Date, each certificate which prior to that time represented shares of RDL Common Stock issued and outstanding or held in the treasury of RDL shall represent and shall be deemed for all purposes to evidence ownership of a number of shares of Labs Common Stock equal to the number of shares of RDL Common Stock represented by

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such certificate multiplied by the Exchange Ratio. The registered owner on the books of the Surviving Corporation of any such stock certificate shall, until such certificate shall have been surrendered for the transfer or conversion or otherwise accounted for to the Surviving Corporation, have and be entitled to exercise any voting and other rights which attach to the shares of Labs Common Stock which are represented by such certificate, as herein provided.

(b) At any time on or after the Effective Date, any holder of a certificate which theretofore represented shares of RDL Common Stock issued and outstanding will be entitled, upon surrender of such certificate to the surviving Corporation, or any transfer agent therefor, to receive in exchange therefor one or more new stock certificates representing and evidencing ownership of a number of shares of Labs Common Stock equal to the number of shares of RDL Common Stock represented by such certificate multiplied by the Exchange Ratio. If, upon request of any stockholder, any certificate representing shares of Labs Common Stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, including a signature guarantee if required, and that the person requesting such exchange shall pay to the transfer agent any transfer or other taxes required by reason of the issuance of a certificate representing shares of Labs Common Stock in any name other than that of the registered holder of the certificate surrendered, or otherwise required, or shall establish to the satisfaction of the transfer agent that such tax has been paid or is not payable.

ARTICLE IV

STOCKHOLDER APPROVAL; EFFECT OF THE MERGER

4.1 Stockholder Approval. The Agreement and the Merger shall be submitted for approval to the sole stockholder of RDL and Labs.

4.2 Effect of Merger. At and after the Effective Time, the separate existence of RDL shall cease, the shares of RDL Common Stock shall cease to exist (except as evidence of the right of the holder thereof to receive Labs Common Stock therefor in accordance with the terms hereof), and all rights, privileges, powers and franchises, and all property, tangible and intangible, of RDL and of Labs shall transfer to, vest in and devolve on the Surviving Corporation without further act or deed. Confirmatory deeds, assignments, or similar instruments to evidence such transfer may be executed and delivered at any time in the name of RDL or Labs by RDL's last acting officers or by the appropriate officers of the Surviving Corporation. The Surviving Corporation shall be liable for all of the debts and obligations of RDL and Labs. Any existing claim, action or proceeding pending by or against RDL or Labs may be prosecuted to judgment as if the Merger had not taken place or, on motion of the Surviving Corporation, the Surviving Corporation may be substituted as a party, and any judgment against RDL or Labs shall constitute a lien on the property of the Surviving Corporation. The Merger shall not impair the rights of creditors or any liens on the property of either of the constituent corporations.

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ARTICLE V

GENERAL

5.1 Termination and Abandonment. At any time prior to the Effective Date, the Agreement may be terminated and the Merger abandoned by the Board of Directors of either RDL or Labs, notwithstanding approval of the Agreement by the sole stockholder of the corporations.

5.2 Amendment. The Agreement may be amended at any time prior to the Effective Date with the mutual consent of the Board of Directors of RDL and Labs; provided, however, that the Agreement may not be amended after it has been adopted by the stockholder of RDL and Labs in any manner which, in the judgment of the Board of Directors of RDL or Labs, would have a material adverse effect on the rights of such stockholder or in any manner not permitted under the applicable law.

5.3 Headings. The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, the Agreement.

5.4 Counterparts. To facilitate the filing and effectiveness of the Agreement, any number of counterparts of the Agreement may be executed, each of which shall constitute an original instrument, and all of which, when taken together, shall constitute one and the same instrument.

5.5 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to transactions to be performed entirely within such state except to the extent that the laws of the Commonwealth of Pennsylvania are required to be applied.

IN WITNESS WHEREOF, each of the parties to the Agreement has caused the Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, all as to the day and year first above written.

AEROFLEX RDL, INC.

By: *Michael Gorin*
Name: Michael Gorin
Title: Vice President

ATTEST:

Charles Badlato
Charles Badlato
Assistant Secretary

AEROFLEX LABORATORIES INCORPORATED

By: *Michael Gorin*
Name: Michael Gorin
Title: Vice President

ATTEST:

Charles Badlato
Charles Badlato
Assistant Secretary

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CT CORPORATION


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CERTIFICATES

I, Charles Badlato, Assistant Secretary of Aeroflex RDL Corporation, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereby certify, as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Aeroflex Laboratories Incorporated, a corporation of the State of Delaware, was duly adopted pursuant to the Business Corporation Law of the Commonwealth of Pennsylvania by the unanimous written consent of the stockholders holding all of the shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of said Aeroflex RDL Corporation and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 13 day of January, 2003.


Assistant Secretary

I, Charles Badlato, Assistant Secretary of Aeroflex Laboratories Incorporated, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of Aeroflex RDL, Inc., a corporation of the Commonwealth of Pennsylvania, was duly adopted pursuant to Section 228 of the General Corporation Law of the State of Delaware by the unanimous written consent of the stockholders holding all of the shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of said Aeroflex Laboratories Incorporated and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 13 day of January, 2003.


Assistant Secretary