

08-20-2003

8/18/03  
ASSIGNMENT RECORDATION FORM

102530277

To the Honorable Commissioner of Patents and Trademarks:

Date: August 14, 2003  
Attorney Docket No. 5308-208

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cree Lighting Company  
340 Storke Road  
Goleta, California 93117-2993

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

Cree, Inc.  
4600 Silicon Drive  
Durham, North Carolina 27703Additional name(s) of conveying party(ies) attached? Yes ☒ No

3. Nature of conveyance:

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

Execution Date: June 18, 2003 and April 25, 2003

Additional name(s) & address(es) attached? Yes ☒ No4. Application Serial No. 10/267,093 Patent No. \_\_\_\_\_

If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? Yes ☒ No

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

Timothy J. O'Sullivan  
Myers Bigel Sibley & Sajovec  
P. O. Box 37428  
Raleigh NC 276276. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$40.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: 50-0220

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.*Timothy J. O'Sullivan, Reg. 35,632  
Name of Person Signing  
Signature8/14/03  
DateTotal number of pages including cover sheet, attachments and document: 10

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ARTICLES OF MERGER  
OF  
CREE LIGHTING COMPANY  
WITH AND INTO  
CREE, INC.

Cree, Inc., a North Carolina corporation (the "Surviving Corporation"), hereby submits these Articles of Merger for the purpose of merging its wholly-owned subsidiary corporation, Cree Lighting Company, a California corporation (the "Merging Corporation"), with and into the Surviving Corporation (the "Merger"):

1. The Plan and Agreement of Merger between the Merging Corporation and the Surviving Corporation is attached as Exhibit A hereto.
2. The attached Plan and Agreement of Merger was duly approved by the boards of directors of the Surviving Corporation and the Merging Corporation in the manner required by Chapter 55 of the General Statutes of North Carolina and in the manner required by the California Corporations Code.
3. Pursuant to § 55-11-05 of the General Statutes of North Carolina, approval of the Plan and Agreement of Merger was not required by the shareholders of the Surviving Corporation or the Merging Corporation because the Surviving Corporation was the owner of one hundred percent (100%) of the outstanding shares of the Merging Corporation and the Plan and Agreement of Merger does not provide for any changes in the articles of incorporation of the Surviving Corporation.
4. These Articles of Merger and the Merger shall be effective at 11:59 p.m. on June 29, 2003.

Dated as of the 19<sup>th</sup> day of June, 2003.

CREE, INC.

By: Charles M. Swoboda  
Charles M. Swoboda  
President

CREE LIGHTING COMPANY

By: Charles M. Swoboda  
Charles M. Swoboda  
President

TJC-A800

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER is made and dated as of June 18, 2003, between Cree, Inc., a North Carolina corporation (sometimes referred to herein as the "Surviving Corporation"), and Cree Lighting Company, a California corporation (sometimes referred to herein as the "Merging Corporation").

WHEREAS, Cree Lighting Company is a wholly-owned subsidiary of Cree, Inc.;

WHEREAS, the Surviving Corporation and the Merging Corporation desire to effect the merger of the Merging Corporation with and into the Surviving Corporation upon the terms set forth herein;

WHEREAS, the boards of directors of the Surviving Corporation and the Merging Corporation deem it advisable and in the best interests of the parties and their respective shareholders that the Merging Corporation merge with and into the Surviving Corporation under and pursuant to the provisions of the North Carolina Business Corporation Act, as amended, and the California Corporations Code, as amended; and

WHEREAS, the boards of directors of the Surviving Corporation and the Merging Corporation by resolution duly approved this Plan and Agreement of Merger;

NOW, THEREFORE, the parties hereto do hereby approve and adopt this Plan and Agreement of Merger for the purpose of setting forth the terms and conditions of the merger referred to above and the mode of carrying the same into effect.

### ARTICLE I

#### THE MERGER

1.1 Merger. Cree Lighting Company shall be merged with and into Cree, Inc., with Cree, Inc. as the Surviving Corporation (the "Merger") pursuant to Article 11 of the North Carolina Business Corporation Act, as amended (the "NCBCA"), and Chapter 11 of the California Corporations Code, as amended (the "CCC"). The name of the Surviving Corporation will continue to be "Cree, Inc."

1.2 Effective Time. The Merger shall be effected by the filing of Articles of Merger with the Secretary of State of North Carolina in accordance with the provisions of Article 11 of the NCBCA, and by the filing of a Certificate of Ownership with the Secretary of State of California in accordance with the provisions of Chapter 11 of the CCC. The time and date when the Merger shall become effective is 11:59 p.m. on June 29, 2003 and is herein referred to as the "Effective Time."

1.3 Effect of the Merger. At the Effective Time, the separate corporate existence of Cree Lighting Company shall cease, and Cree, Inc., as the Surviving Corporation, shall continue its corporate existence under the laws of the State of North Carolina and shall thereupon and thereafter possess all of the rights, privileges, immunities, powers, and franchises of Cree Lighting Company and Cree, Inc.; all of the property (real, personal, and mixed) and every other asset of the Merging Corporation shall vest in the Surviving Corporation without reversion or impairment and without further act or deed; the Surviving Corporation shall assume and be liable for all the liabilities and obligations of the Merging Corporation; and all other effects of the Merger specified in Article 11 of the NCBCA and Chapter 11 of the CCC shall result therefrom. This Plan and Agreement of Merger shall be deemed a plan of liquidation for purposes of federal income taxation.

## ARTICLE II

### CANCELLATION OF SHARES

2.1 Cancellation of Shares. Immediately upon the Effective Time, (i) each issued and outstanding share of Common Stock of the Merging Corporation shall be cancelled; and (ii) the outstanding shares of Common Stock of the Surviving Corporation immediately prior to the Effective Time shall not be converted or altered in any manner as a result of the Merger; and (iii) accordingly, the shares of Common Stock of the Surviving Corporation held by the shareholders thereof immediately prior to the Effective Time shall represent the entire issued and outstanding shares of Common Stock of the Surviving Corporation.

## ARTICLE III

### ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS, AND OFFICERS

3.1 Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corporation shall be identical to the Articles of Incorporation and Bylaws of Cree, Inc. in effect immediately prior to the Effective Time until thereafter amended as provided by law.

3.2 Directors and Officers. The members of the Board of Directors and the officers of the Surviving Corporation immediately after the Effective Time shall be those persons who were members of the Board of Directors and the officers, respectively, of Cree, Inc. immediately prior to the Effective Time, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws.

## ARTICLE IV

### SUBMISSION TO SHAREHOLDERS: ABANDONMENT

4.1 Shareholder Approval. This Plan and Agreement of Merger and the Merger need not be submitted to the sole shareholder of the Merging Corporation or the shareholders of the Surviving Corporation for their approval under the NCBCA and the CCC, as applicable.

4.2 Abandonment. At any time prior to the filing of the Articles of Merger, the Boards of Directors and the officers of Cree Lighting Company and of Cree, Inc. may, in their discretion, abandon the Merger without any further shareholder action.

## ARTICLE V

### MISCELLANEOUS

5.1 Headings. The article and section captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Plan and Agreement of Merger.

5.2 Waiver of Notice. The parties hereto waive all notice with respect to this Plan and Agreement of Merger or the Merger as may be required by the NCBCA and the CCC, as applicable, including but not limited to the mailing requirement set forth in Section 55-11-04 of the NCBCA.

5.3 Counterparts; Execution. This Plan and Agreement of Merger may be executed in two or more counterparts, all of which taken together shall constitute one instrument. This Plan and Agreement of Merger may be executed by facsimile.

IN WITNESS WHEREOF, Cree, Inc. and Cree Lighting Company have caused this Plan and Agreement of Merger to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the day and year first above written.

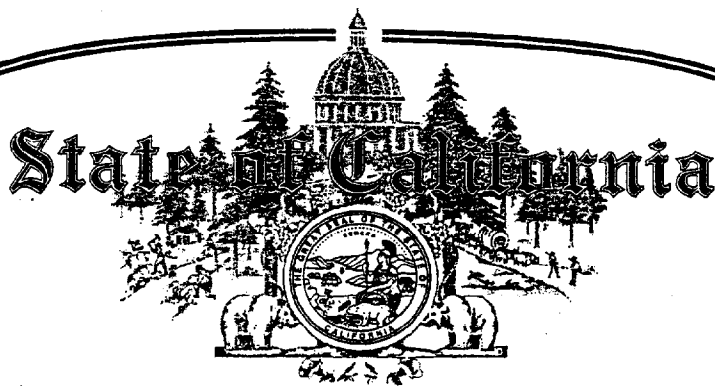
CREE, INC.

By: Charles M. Swoboda  
Charles M. Swoboda, President

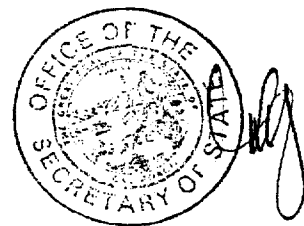
CREE LIGHTING COMPANY

By: Charles M. Swoboda  
Charles M. Swoboda, President

TJC-A798



## SECRETARY OF STATE



I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, 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

JUN 30 2003



*Kevin Shelley*  
Secretary of State

## CERTIFICATE OF OWNERSHIP

JUN 29 2003

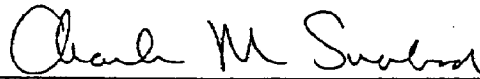
KEVIN SHELLEY  
Secretary of State

Charles M. Swoboda and Adam H. Broome certify that:

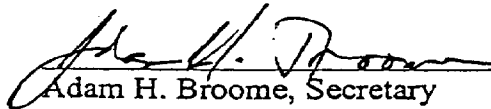
1. They are the president and secretary, respectively, of Cree, Inc., a North Carolina corporation (the "Corporation").
2. The Corporation owns all of the outstanding shares of Cree Lighting Company, a California corporation.
3. The board of directors of this Corporation duly adopted the following resolution:

RESOLVED, that this Corporation merge Cree Lighting Company, its wholly-owned subsidiary corporation, into itself and assume all its obligations pursuant to Section 1110, California Corporations Code.

We further 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 and of our own knowledge.

DATE: June 18, 2003

Charles M. Swoboda, President



Adam H. Broome, Secretary

TJC-A799



## ASSIGNMENT

THIS ASSIGNMENT, made by **Cree Lighting Company**, a California corporation having a principal place of business at 340 Storke Road, Goleta, California 93117-2993, hereinafter referred to as assignor;

WITNESSETH: That,

WHEREAS, the above-named corporation is the owner of the entire right, title, and interest in and to certain new and useful improvements in **BROAD SPECTRUM LIGHT EMITTING DEVICES AND METHODS AND SYSTEMS FOR FABRICATING THE SAME** for which an application was filed in the United States Patent and Trademark Office on October 4, 2002 as Application Serial No. 10/267,093; and

WHEREAS, **Cree, Inc.**, a North Carolina corporation having a principal place of business at 4600 Silicon Drive, Durham, County of Durham, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereon or therefor, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by assignor if this assignment and sale had not been made.

The assignor hereby requests that said Letters Patent be issued in accordance with this assignment.



IN WITNESS WHEREOF, the assignor has caused this assignment to be executed  
this 25th day of April, 2005.

Name: Charles M. Swoboda  
Title: President and CEO

STATE OF North Carolina )  
 ) ss:  
COUNTY OF Durham )

Before me personally appeared Charles M. Swoboda, to me known to be the person described in and who executed the foregoing instrument, and s/he acknowledged to me that s/he executed the same for the purposes therein stated, this 26th day of April, 2005

**Notary Public**

(SEAL)  
My Commission Expires: October 31, 2007



# NORTH CAROLINA

## Department of The Secretary of State

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To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF MERGER  
OF  
CREE LIGHTING COMPANY  
INTO  
CREE, INC.

the original of which was filed in this office on the 23rd day of June, 2003.



IN WITNESS WHEREOF, I have hereunto  
set my hand and affixed my official seal at the  
City of Raleigh, this 23rd day of June, 2003

*Elaine F. Marshall*  
Secretary of State

Document Id: C20031740033

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