

04-21-2004

Attorney Docket No.: 9476-GP

102726096
PATENTS ONLY

ET

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MicroClock, Inc.

4-19-04

2. Name and address of receiving party(ies)

ICST, Inc
2435 Boulevard of the Generals
Valley Forge, Pennsylvania 19482Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other
☐ Correction of previously recorded document
Reel Frame No.

APR 19 AM 7:12
OPR/FINANCE

Execution Date: December 28, 1999

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

5,610,955 5,614,869 5,703,537 5,703,540
5,764,112Additional numbers attached? ☐ Yes ☒ No

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

CLARK A. JABLON
AKIN GUMP STRAUSS HAUSER & FELD LLP
One Commerce Square
2005 Market Street, Suite 2200
Philadelphia, PA 19103
Direct Dial: (215) 965-1293
E-mail: cjablon@akingump.com

6. Total number of patents involved: 5

7. Total fee (37 CFR 3.41).....\$200.00

- ☐ Check enclosed
☒ Authorization for assignment recordal fees, deficient fees or credit any overpayment to Deposit Account.

8. Deposit Account Number: 50-1017 (209476.5002)

(Attach duplicate copy of this page if paying by deposit account.)

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.

CLARK A. JABLON

Name of Person Signing

Clark Jablon

Signature

April 16, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 7

04/20/2004 6TON11 00000035 501017 5610955

01 FC:8021 200.00 DA

7182545 VI

Equivalent to Form PTO-1595

PATENT
REEL: 015223 FRAME: 0856

000004-017

Microfilm Number: _____

Filed with the Department of State on: DECEMBER 8 1989

Entity Number: 21 09203

Alma. Fitzgerald

ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

In compliance with the requirements of 15 Pa.C.S. §1926 (relating to articles of merger or consolidation), the undersigned business corporations, desiring to effect a merger, hereby state that:

1. The name of the corporation surviving the merger is: ICST, Inc.

2. (Check and complete one of the following):

X The surviving corporation is a domestic corporation and the (a) address of its current registered office in the 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) 2435 Boulevard of the Generals Valley Forge PA 19482 Montgomery
Number and Street City State Zip County

(b/c/o) _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

— The surviving corporation is a qualified foreign business corporation incorporated under the laws of _____ and the (a) address of its current registered office in this Commonwealth or (b) the 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/c/o) _____
Name of Commercial Registered Office Provider County

— The surviving corporation is a nonqualified foreign business corporation incorporated under the laws of:

Number and Street City State Zip County

PUBLIC GAT. 0004114-01 (09/50) (epd)

990000-01045

PATENT

REEL: 015223 FRAME: 0857

009994 - 918

- The name and the address of the registered office or name of its commercial registered office provider and the county of venue of each other domestic business corporation and non-qualified foreign business corporation is as follows:

Name of Corporation	Address of Registered Office or Name of Commercial Registered Office Provider	County
---------------------	---	--------

MusChs, Inc. Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19802

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

— The plan of merger shall be effective upon filing these Articles of Merger in the Department of State.

X The plan of merger shall be effective on January 1, 2000 at _____
Date Hour

- 4 The manner in which the plan of merger was adopted by each domestic corporation is as follows:

Name of corporation

Manner of delivery

ALLI

~~Unanimous approval of the shareholders by written consent~~

- A The plan was authorized, adopted or approved, as the case may be, by the foreign business corporation party to the plan in accordance with the laws of the jurisdiction in which it is organized.

- if two b. and of appropriate complexity, one of the following)

2. The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Paragraph 19 of the § 8(b)(7) relating to retirement of certain provisions from filed plans and the provisions, if any, of the plan of merger that affect or constitute the operative articles of incorporation of the surviving corporation as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a part hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation, the address of which is

Paragraphs used:

649

144

15

079994 - 919

IN TESTIMONY WHEREOF, the undersigned corporation or each undersigned corporation has caused these Articles of Merger to be duly signed by a duly authorized officer thereof this 38th day of December, 1999

ICST, INC.

By: _____

Name: Joseph J. Kline

Title: President

MICROCLOCK, INC.

By: _____

Name: Joseph J. Kline

Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of this 23rd day of December, 1999, by and between MicroClock, Inc., a Delaware corporation ("MicroClock"), and ICST, Inc., a Pennsylvania corporation ("ICST").

WITNESSETH:

WHEREAS, it is deemed to be in the best interests of MicroClock and ICST that MicroClock be merged with and into ICST in accordance with the terms and conditions fully set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, MicroClock and ICST hereby agree to merge MicroClock into ICST, as follows:

1. Merger. MicroClock shall be merged with and into ICST (the "Merger") in accordance with Section 1924 of the Pennsylvania Business Corporation Law of 1988 (the "PBCL") and Section 252 of the General Corporation Law of the State of Delaware, and ICST shall be the surviving company (hereinafter sometimes referred to as the "Surviving Company"). All appropriate documents necessary to effectuate the Merger shall be filed with the Corporation Bureau of the Secretary of the Commonwealth of Pennsylvania and the Secretary of State of Delaware as soon as practicable. The date of filing of the Articles of Merger with the Secretary of the Commonwealth of Pennsylvania and the Certificate of Merger with the Secretary of State of Delaware shall be the "Effective Date" of the Merger.

2. Governing Documents. The Articles of Incorporation and By-Laws of the Surviving Company, as in effect on the Effective Date of the Merger, shall continue in full force and effect as the Articles of Incorporation and By-Laws of the Surviving Company of the Merger.

3. Officers and Directors. The directors of ICST immediately prior to the Effective Date shall be the directors of the Surviving Company and the officers of ICST immediately prior to the Effective Date shall be the officers of the Surviving Company. Such directors and officers will hold office from the Effective Date until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and By-Laws of the Surviving Company, as the same may be lawfully amended, or as otherwise provided by law.

WITNESSETH:

FOR MICROCLOCK, INC.: _____

4. Succession. As of the Effective Date:

The separate existence of MicroClock shall cease and MicroClock shall be merged with and into ICST, and the name of the Surviving Company shall be ICST, Inc. The Surviving Company shall have all of the rights, privileges, immunities and powers and be subject to all of the duties and liabilities granted or imposed by the BCL. The Surviving Company shall also thereupon and thereafter possess all of the rights, privileges, immunities, powers and franchises, of a public as well as of a private nature, of each of the merging companies; and all property, real, personal and mixed, and all debts due on whatever account, and all other causes of action and all and every other interest of, or belonging to or due to, each of the companies so merged, shall be deemed to be transferred to and vested in such Surviving Company without further act or deed; and the title to any real estate, or any interest therein, vested in either of the merged companies shall not revert or in any way be impaired by reason of such merger. The Surviving Company shall thereafter be responsible and liable for all of the liabilities and obligations of each of the companies so merged; any claim existing or action or proceeding pending by or against either of the merged companies may be prosecuted to judgement as if such Merger had not taken place, or the Surviving Company may be substituted in the place of the merged companies. Neither the rights of the creditors nor any liens upon the property of either MicroClock or ICST shall be impaired by such Merger but such liens shall be limited to the property upon which there were liens immediately prior to the Effective Date.

5. Further Assistance. From time to time, as and when required by the Surviving Company or by its successors or assigns, there shall be executed and delivered on behalf of MicroClock such deeds and other instruments, and there shall be taken or caused to be taken by all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, or record or otherwise, in the Surviving Company the title to and possession of all property interests, assets, rights, privileges, immunities, powers, franchises and authority of MicroClock, and otherwise to carry out the purposes of these resolutions. The officers and directors of the Surviving Company are fully authorized in the name and on behalf of MicroClock or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Capital Stock. The capital stock of ICST shall be unaffected by the Merger, and the authorized shares of each class of capital stock of MicroClock, whether issued or unissued, at the Effective Date, by virtue of the Merger and without any further action, shall be canceled and retired and cease to exist without any conversion thereof.

7. Abandonment and Termination. The Merger may be abandoned and this Plan terminated by the Board of Directors of MicroClock and ICST at any time prior to the Effective Date. In the event of the abandonment and termination of the Merger and this Plan, this Plan shall become void and have no effect, without any liability on the part of MicroClock or ICST or the stockholders, directors or officers of any of them.

009964 - 922

8. Governing Law. The Merger shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed as of this day and year first above written.

ICST, INC.

By: Justin F. Lin

Name: Justin F. Lin
Title: Vice President & CFO

MICROCLOCK, INC.

By: Justin F. Lin

Name: Justin F. Lin
Title: Vice President & CFO