

04-21-2004

t No.: 9476-GP



4/19/04

RECORDATION

PATENTS ONLY

102726814

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Avasem Corporation

2. Name and address of receiving party(ies)

Sloop Acquisition Corporation  
2626 Van Buren Avenue  
Norristown, Pennsylvania 19403

Additional 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.

Execution Date: November 10, 1992

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)

5,175,512

Additional numbers attached? ☐ Yes ☒ No

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

CLARK A. JABLON  
AKIN GUMP STRAUSS HAUER & 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: 1

7. Total fee (37 CFR 3.41).....\$40.00

- ☐ 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: 12

04/20/2004 EC00PER 00000062 501017 5175512

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7182550 v1

Equivalent to Form PTO-1595

**PATENT**  
**REEL: 015242 FRAME: 0887**

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**AGREEMENT AND PLAN OF REORGANIZATION**

**Among**

**INTEGRATED CIRCUIT SYSTEMS, INC.**

**SLOOP ACQUISITION CORPORATION**

**and**

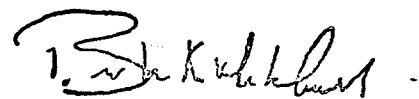
**AVASEM CORPORATION**

**DATED SEPTEMBER 19, 1992**

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Microfilm Number \_\_\_\_\_

Filed with the Department of State on \_\_\_\_\_

Entity Number 2109203


Secretary of the Commonwealth

## ARTICLES OF MERGER-DOMESTIC BUSINESS CORPORATION

DSCB:15-1926 (Rev 89)

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: Sloop Acquisition Corporation

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

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

(a)	2626 Van Buren Avenue	Norristown	PA	19403	Montgomery
	Number and Street	City	State	Zip	County

(b)	N/A				
	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) commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following address to conform to the records of the Department):

(a)					
	Number and Street	City	State	Zip	County

(b)					
	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 nonqualified foreign business corporation incorporated 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

3. The **name** and the **address** of the registered office of each other domestic business corporation and qualified foreign business corporation which is a party to the plan of merger are as follows:

Avasem Corporation  
1271 Parkmoor Avenue  
San Jose, California 95126

DSCB:15-1926 (Rev 89)-2

## 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.

☒ The plan of merger shall be effective on November 30, 1992

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

## Name of Corporation

Sloop Acquisition Corporation

## Manner of adoption

Adopted the plan of merger by written consent of the sole shareholder and director pursuant to 15 Pa.C.S. 1924(a).

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

## 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 (relating to omission of certain provisions from filed plans) the provisions of the plan of merger that amend 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:

Number and Street

City

State

Zip

IN TESTIMONY WHEREOF, each undersigned corporation has caused these Articles of Merger to be signed by a duly authorized officer thereof this 10th day of November 19 92.

Sloop Acquisition Corporation

(Name of Corporation)

BY: \_\_\_\_\_

(Signature)

TITLE: PresidentAVASEM CORPORATION

(Name of Corporation)

BY: Mark R. Sindry

(Signature)

TITLE: Chief Executive and Financial Officer

# AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of September 19, 1992 ("Merger Agreement"), between and among Sloop Acquisition Corporation, a Pennsylvania corporation ("Sloop Acquisition Corporation"), Avasem Corporation, a California corporation ("Avasem"), and Integrated Circuit Systems, Inc., a Pennsylvania corporation ("ICS"). Sloop Acquisition Corporation and Avasem are hereinafter sometimes referred to collectively as the "Constituent Corporations".

INTENDING TO BE LEGALLY BOUND, and in consideration of the premises and material covenants and agreements contained herein, the parties to this Merger Agreement hereby agree as follows:

## ARTICLE I

### The Merger

#### 1.1 Merger of Avasem With and Into Sloop Acquisition Corporation.

(a) Agreement to Acquire ICS. Subject to the terms of this Merger Agreement and an Agreement and Plan of Reorganization dated as of September 19, 1992 (the "Reorganization Agreement") between and among Sloop Acquisition Corporation, Avasem and ICS, Avasem shall be acquired by ICS through a merger ("the Merger") of Avasem into Sloop Acquisition Corporation. As used herein, the term "Avasem Common Stock" shall mean the common stock of Avasem and the term "Closing" shall mean the closing of the Merger pursuant to the Reorganization Agreement.

(b) Effective Time of the Merger. The Merger shall become effective at such time (the "Effective Time of Merger") as Articles of Merger, this Merger Agreement and officers' certificates of each Constituent Corporation are filed with the Secretary of State of the Commonwealth of Pennsylvania pursuant to the Pennsylvania Business Corporation Law.

(c) Surviving Corporation. At the Effective Time of the Merger, Avasem shall be merged into Sloop Acquisition Corporation and the separate corporate existence of Avasem shall cease. Sloop Acquisition Corporation shall be the surviving corporation (the "Surviving Corporation") in the Merger, and the separate corporate existence of Sloop Acquisition Corporation, with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

#### 1.2 Effect of the Merger: Additional Actions.

(a) Effects. The Merger shall have the effects set for in Section 1929 of the Pennsylvania Business Corporation Law.

(b) Additional Actions. If, at any time after the Effective Time of the Merger, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable (i) to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of either Constituent Corporation acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger or (ii) otherwise to carry out the purposes of this Merger Agreement, each Constituent Corporation and its officers and directors shall be deemed to have granted to the Surviving Corporation irrevocable powers of attorney to execute and deliver all such deeds, bills of sale, assignments and assurances and to take and do all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation and otherwise to carry out the purposes of this Merger Agreement; and each of the officers and directors of the Surviving Corporation are fully authorized in the name of each Constituent Corporation to take any and all such actions.

## ARTICLE II

### The Constituent Corporations

#### 2.1 Organization of Avasem.

(a) Incorporation. Avasem was incorporated under the laws of the State of California on September 8, 1980.

(b) Authorized Stock. Avasem is authorized to issue an aggregate of 20,000,000 shares of Common Stock ("Avasem Common Stock").

(c) Outstanding Stock. On the date hereof, \_\_\_\_\_ shares of Avasem Common Stock are outstanding.

#### 2.2 Organization of Sloop Acquisition Corporation.

(a) Incorporation. Sloop Acquisition Corporation was incorporated under the laws of the Commonwealth of Pennsylvania on September \_\_\_\_\_, 1992.

(b) Authorized Stock. Sloop Acquisition Corporation is authorized to issue an aggregate of 1,000 common shares, \$.01 par value per share ("Subsidiary Stock").

(c) Outstanding Stock. On the date hereof, an aggregate of 1,000 shares of Subsidiary Stock are outstanding. All of the outstanding shares of Subsidiary Stock are owned by ICS.

## ARTICLE III

Articles of Incorporation, Bylaws and  
Directors and Officers of the Surviving Corporation

3.1 Articles of Incorporation of Surviving Corporation. The Articles of Incorporation of Sloop Acquisition Corporation in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Corporation unless and until amended as provided by law and by such Articles of Incorporation.

3.2 Bylaws of Surviving Corporation. The Bylaws of Sloop Acquisition Corporation in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

3.3 Officers and Directors of Surviving Corporation. The directors of Sloop Acquisition Corporation immediately prior to the Effective Time of the Merger shall be the directors of the Surviving Corporation until their successors shall have been elected and qualified or until otherwise provided by law. The officers of Sloop Acquisition Corporation immediately prior to the Effective Time of the Merger shall be the officers of Surviving Corporation and shall serve at the discretion of the Board of Directors of the Surviving Corporation.

## ARTICLE IV

Effect of the Merger on the Capital Stock of the  
Constituent Corporations; Exchange of Certificates

4.1 Effect on Capital Stock. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holders of any shares of Avasem Common Stock:

(a) Capital Stock of Sloop Acquisition Corporation. All issued and outstanding shares of capital stock of Sloop Acquisition Corporation shall continue to be issued and outstanding and shall constitute, immediately following the Effective Time of the Merger, the issued and outstanding capital stock of Surviving Corporation. Each stock certificate of Sloop Acquisition Corporation evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Surviving Corporation.

(b) Cancellation of Avasem Common Stock. All shares of Common Stock that are owned directly or indirectly by Avasem shall be cancelled, and no stock of Avasem or other consideration shall be delivered in exchange therefor.

(c) Conversion of Avasem Common Stock. Each issued and outstanding share of Avasem Common Stock (other than shares to be cancelled pursuant to Section 4.1(b) hereof and shares, if any, held by persons exercising and perfecting their appraisal rights in accordance with Chapter 13 of the California General Corporation Law ("Dissenting Shares") shall be converted, without any action on the part of the holders thereof, into \_\_\_\_\_ shares of ICS Common Stock (hereinafter referred to as the "Exchange Ratio").

Hereinafter, the "Exchange Ratio," whether in fraction or decimal form, shall represent the number of shares of ICS Common Stock to be exchanged for each outstanding share of Avasem Common Stock at the Effective Time of the Merger (other than Dissenting Shares).

(d) Appraisal Rights. If holders of Avasem Common Stock are entitled to appraisal rights in connection with the Merger under Chapter 13 of the California General Corporation Law, any Dissenting Shares shall not be converted into ICS 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 California. ICS Common Stock otherwise issuable to persons exercising and perfecting said appraisal rights shall be retained by Surviving Corporation.

(e) Fractional Shares. No fractional shares of ICS Common Stock shall be issued. In lieu of the issuance of fractional shares, the aggregate number of shares of ICS Common Stock to be issued to each Avasem shareholder shall be rounded to the nearest whole number of shares of ICS Common Stock, with any half shares rounded up to the next integer.

(f) Options. At the Effective Time of the Merger, ICS shall assume the options to purchase Avasem Common Stock issued pursuant to Avasem's 1982 Incentive Stock Option Plan and 1988 Stock Option Plan (the "Avasem Option Plans") and certain options referenced on Schedule 2.4 of the Reorganization Agreement (collectively the "Company Options") on the basis set forth in this Section 4.1(f) and the Reorganization Agreement. The Company Options will be assumed by substituting therefor an option issued pursuant to ICS's 1992 Stock Option Plan ("Stealth Option Plan"). Each substituted option for each Avasem Option being assumed will be pursuant to an option agreement between ICS and each optionee and will:

- (i) be of the same type (incentive stock option or nonstatutory stock option);
- (ii) have the same remaining term;
- (iii) have the same vesting schedule and vesting commencement date;



(iv) be exercisable for a number of shares of ICS Common Stock equal to the Exchange Ratio multiplied by the number of shares of ICS Common Stock equal to the Exchange Ratio multiplied by the number of ICS Common Stock subject to such assumed Avasem Option; and

(v) have an exercise price per share equal to the exercise price per share of the assumed Avasem Option divided by the Exchange Ratio, with any fractions of a cent rounded to the nearest cent and any half-cents rounded up to the next cent. If the foregoing calculation results in a substituted option being exercisable for a fraction of a share, then the number of shares of ICS Common Stock subject to such option will be rounded to the nearest whole number (with a half or a share rounded up), with no cash being payable for such fractional share.

#### 4.2 Exchange of Certificates.

(a) ICS to Provide Common Shares. Promptly after the Effective Time of the Merger, but in no event later than two business days thereafter, ICS shall make available for exchange in accordance with the provisions of this Article IV and the Reorganization Agreement, through such reasonable procedures as ICS may adopt, the ICS Common Stock issuable pursuant to Section 4.1 of this Merger Agreement and the provisions of the Reorganization Agreement in exchange for outstanding shares of Avasem Common Stock.

(b) Exchange Procedures. As soon as practicable after the Effective Time of the Merger (but in no event later than ten (10) business days thereafter), ICS shall mail to each holder of record of a certificate or certificates that immediately prior to the Effective Time of the Merger represented outstanding shares of Avasem Common Stock (the "Certificates") whose shares are being converted into ICS Common Stock pursuant to Section 4.1(c) of this Merger Agreement and the provisions of the Reorganization Agreement, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and which shall be in such form and have such other provisions as Stealth may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates evidencing ICS Common Stock. Upon surrender of a certificate for cancellation to ICS or to such other agent or agents as may be appointed by ICS, together with such letter of transmittal, duly executed, the holder of such certificate shall be entitled to receive the number of shares of Stealth Common Stock to which such holder is entitled pursuant to Section 4.1(c) hereof. The Certificate so surrendered shall immediately be cancelled. ICS shall make customary provisions for lost stock certificates. In the event of a transfer of ownership of Avasem Common Stock that is not registered in the transfer

records of Avasem, the appropriate number of shares of ICS Common Stock may be delivered to a transferee if the Certificate representing such Avasem Common Stock is presented to ICS and accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable stock transfer taxes have been paid. Until surrendered as contemplated by this Section 4.2, each Certificate shall be deemed at any time after the Effective Time of the Merger to represent the right to receive upon surrender such whole number of shares of ICS Common Stock as provided by this Section 4.2 and by the Pennsylvania Business Corporation Law.

(d) Payments of Dividends With Respect to Unexchanged Shares. No dividends on ICS Common Stock shall be paid to the holder of any unsurrendered Certificate until the holder of record of such Certificate shall surrender such Certificate. Subject to the effect, if any, of applicable escheat and other laws, following surrender of any Certificate, there shall be delivered to the person entitled thereto without interest, the amount of dividends paid with respect to the ICS Common Stock so withheld as of any date subsequent to the Effective Time of the Merger and prior to such date of delivery.

(e) No Further Ownership Rights in Avasem Common Stock. All Avasem Common Stock delivered upon the surrender for exchange of shares of Avasem Common Stock in accordance with the terms hereof shall be deemed to have been delivered in full satisfaction of all rights pertaining to such shares of Avasem Common Stock. There shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Avasem Common Stock that were outstanding immediately prior to the Effective Time of the Merger. If, after the Effective Time of the Merger, Certificates are presented to the Surviving Corporation for any reason, they shall be cancelled and exchanged as provided in this Article IV.

## ARTICLE V

### Termination

5.1 Termination by Mutual Agreement. Notwithstanding the approval of this Merger Agreement by the shareholders of ICS and Avasem, this Merger Agreement may be terminated at any time prior to the Effective Time of the Merger by mutual agreement of the Boards of Directors of ICS, Avasem and Sloop Acquisition Corporation.

5.2 Termination of Agreement and Plan of Reorganization. Notwithstanding the approval of this Merger Agreement by the shareholders of ICS and Avasem, this Merger Agreement shall terminate forthwith if the Reorganization Agreement is terminated as provided therein.

5.3 Effects of Termination. In the event of the termination of the Reorganization Agreement, this Merger Agreement shall become void and there shall be no liability on the part of either ICS or Avaseam or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

## ARTICLE VI

### General Provisions

6.1 Amendment. This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of ICS and Avaseam, but after such approval, no amendment shall be made that by law requires the further approval of shareholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

6.2 Counterparts. This Merger Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

6.3 Governing Law. This Merger Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have duly executed this Merger Agreement as of the date first set forth above.

INTEGRATED CIRCUIT SYSTEMS, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

SLOOP ACQUISITION CORPORATION

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

AVASEM CORPORATION

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_