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AGREEMENT AND PLAN OF REORGANIZATION

among

ZORAN CORPORATION,
a Delaware corporation
("Zoran"),

ZINC ACQUISITION CORPORATION,
a Delaware corporation and wholly-owned
subsidiary of Zinc,

and

OAK TECHNOLOGY, INC.,
a Delaware corporation

Dated May 4, 2003

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EXHIBITS

Exhibit A	Form of Oak Voting Agreement
Exhibit B	Form of Zoran Voting Agreement
Exhibit C	Form of Certificate of Incorporation

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION is made and entered into as of May 4, 2003 by and among Zoran Corporation, a Delaware corporation ("Zoran"), Zinc Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Zoran ("Sub"), and Oak Technology, Inc., a Delaware corporation ("Oak").

RECITALS

A. The Boards of Directors of Zoran, Sub and Oak deem it advisable and in the best interests of each corporation and its respective stockholders that Zoran and Oak combine in order to advance the long-term business interests of Zoran and Oak;

B. The combination of Zoran and Oak shall be effected by the terms of this Agreement through a transaction in which Oak will merge with and into Sub (the "Merger");

C. Contemporaneously with the execution and delivery of this Agreement, and as a condition and inducement to Zoran's willingness to enter into this Agreement, certain stockholders of Oak have entered into Voting Agreements in the form attached hereto as Exhibit A pursuant to which they have agreed to vote their shares in favor of the adoption and approval of the Merger (the "Oak Voting Agreements");

D. Contemporaneously with the execution and delivery of this Agreement, and as a condition and inducement to Oak's willingness to enter into this Agreement, certain stockholders of Zoran have entered into Voting Agreements in the form attached hereto as Exhibit B pursuant to which they have agreed to vote their shares in favor of the adoption and approval of the Merger (the "Zoran Voting Agreements"); and

E. For federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties agree as follows:

ARTICLE I

THE MERGER

Section 1.1 Effective Time of the Merger. Subject to the provisions of this Agreement, a certificate of merger (the "Certificate of Merger") in such form as is required by the relevant provisions of the Delaware General Corporation Law (the "DGCL") shall be duly prepared, executed and acknowledged by the Surviving Corporation (as defined in Section 1.3) and thereafter delivered to the Secretary of State of the State of Delaware for filing, as provided in the DGCL, as soon as practicable on or after the Closing Date (as defined in Section 1.2). The

Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time").

Section 1.2 Closing. The closing of the Merger (the "Closing") will take place at 1:00 p.m., Pacific Time, on a date to be specified by Zoran and Oak, which shall be no later than the second business day after satisfaction of the latest to occur of the conditions set forth in Sections 7.1, 7.2(b) (other than the delivery of the officers' certificate referred to therein) and 7.3(b) (other than the delivery of the officers' certificate referred to therein), provided that the other closing conditions set forth in Article VII have been met or waived as provided in Article VII at or prior to the Closing (the "Closing Date"), at the offices of Gray Cary Ware & Freidenrich LLP, 400 Hamilton Avenue, Palo Alto, CA 94301-1825, unless another date or place is agreed to in writing by Zoran and Oak.

Section 1.3 Effects of the Merger.

(a) At the Effective Time (i) Oak shall be merged with and into Sub, the separate existence of Oak shall cease and Sub shall continue as the surviving corporation (Sub and Oak are sometimes referred to below as the "Constituent Corporations" and Sub is sometimes referred to below as the "Surviving Corporation"), (ii) the Certificate of Incorporation of Sub, as in effect immediately prior to the Effective Time, shall be amended in its entirety to read as set forth on Exhibit C hereto and, as so amended, shall be the Certificate of Incorporation of the Surviving Corporation until amended as provided by law and such Certificate of Incorporation, and (iii) the Bylaws of Sub as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

(b) At and after the Effective Time, the effects of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all property, rights, privileges, powers and franchises of Oak and Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Oak and Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 1.4 Directors and Officers. The directors and officers of Sub immediately prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation, each of whom will hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, in each case until their respective successors are duly elected or appointed.

ARTICLE II

CONVERSION OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Common Stock, \$.001 par value, of Oak ("Oak Common Stock") or capital stock of Sub:

(a) Cancellation of Treasury Stock and Zoran-Owned Stock. Any shares of Oak Common Stock that are owned by Oak as treasury stock and any shares of Oak Common

Stock that are owned by Zoran, Sub or any other wholly-owned Subsidiary (as defined in Section 9.3) of Zoran shall be cancelled and retired and shall cease to exist, and no stock of Zoran or other consideration shall be delivered in exchange therefor. Any shares of Common Stock, \$.001 par value, of Zoran ("Zoran Common Stock") owned by Oak shall remain unaffected by the Merger.

(b) Conversion of Oak Common Stock. Subject to Section 2.2, each issued and outstanding share of Oak Common Stock (other than shares to be cancelled in accordance with Section 2.1(a) and Dissenting Shares, as defined in Section 2.3) shall be converted into the right to receive:

(i) 0.2323 of a share of Zoran Common Stock (the "Per Share Stock Consideration"); and

(ii) cash in an amount equal to \$1.78 (the "Per Share Cash Consideration");

The Per Share Stock Consideration and the Per Share Cash Consideration are referred to, collectively, as the "Merger Consideration." The Merger Consideration shall be adjusted, as appropriate, to reflect any stock split, stock dividend or similar transaction effected between the date hereof and the Effective Time. All such shares of Oak Common Stock, when so converted, shall no longer be outstanding and shall automatically cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration and any cash in lieu of fractional shares of Zoran Common Stock to be issued or paid in consideration therefor upon the surrender of such certificate in accordance with Section 2.2, without interest.

(c) Sub Common Stock. Each issued and outstanding share of the common stock, \$.001 par value, of Sub ("Sub Common Stock") shall remain a share of Sub Common Stock and such shares shall constitute the only outstanding shares of capital stock of the Surviving Corporation.


(d) Oak Stock Options and Employee Stock Purchase Plan. At the Effective Time, all then outstanding options to purchase Oak Common Stock (each an "Oak Option") issued under Oak's 1988 Stock Option Plan, as amended, 1994 Stock Option Plan, as amended, Amended and Restated 1994 Outside Directors Stock Option Plan, Executive Stock Option Plan and the 2002 Stock Option Plan for the Teralogic Group (collectively, the "Oak Option Plans"), not exercised as of the Effective Time will be assumed by Zoran in accordance with Section 6.13. On or before the last trading day prior to the Effective Time, all then outstanding rights to acquire shares of Oak Common Stock under Oak's Amended and Restated 1994 Employee Stock Purchase Plan, as amended (the "Oak Purchase Plan") will be exercised for the purchase of shares of Oak Common Stock, as provided in Section 6.13.

Section 2.2 Exchange of Certificates. The procedures for exchanging outstanding shares of Oak Common Stock for the Merger Consideration pursuant to the Merger are as follows:

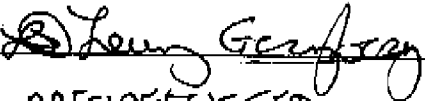
Pages 4-55 have been omitted as irrelevant. If there are any problems, please contact the Applicant: Judith A. Szepesi, Blakely Sokoloff Taylor & Zafman at 408-720-8300.

IN WITNESS WHEREOF, Zoran, Sub and Oak have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

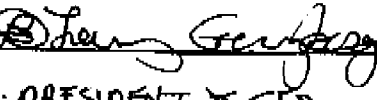
OAK TECHNOLOGY, INC.

By: 
Title: CEO & President

ZORAN CORPORATION

By: 
Title: PRESIDENT & CEO

ZINC ACQUISITION CORPORATION

By: 
Title: PRESIDENT & CEO

Additional Application Numbers:

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09/653,966
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