

FORM PTO-1595 **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE  
 1-31-92 **PATENTS ONLY** Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Accelerant Networks, Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): <b>Name: Synopsys, Inc.</b> <b>Street Address: 700 E. Middlefield Rd.</b> <b>City/State/Zip: Mountain View, CA 94043</b> Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p>	<p>Execution Date: <u>November 8, 9, 2004</u></p>

4. Application number(s) or patent number(s):

10/222,122	10/414,951	10/222,073	10/222,071	10/659,943
10/222,166	10/222,072	10/222,254	10/269,446	10/412,101
10/410,942	10/323,220	10/411,760	10/414,770	10/630,991
10/682,617				


Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: <b>Name: Erik L. Oliver</b> <b>Synopsys, Inc.</b> <b>700 E. Middlefield Rd.</b> <b>Mountain, View CA 94043</b></p>	<p>6. Total number of applications and patents involved: [16]</p> <p>7. Total fee (37 CFR 3.41) ..... \$640.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Credit Card Payment Form</p> <p>8. Deposit account number: _____</p>
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**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.*

Erik L. Oliver  
Name of Person Signing

  
Signature

November 10, 2004  
Date

Total number of pages including cover sheet, attachments, and document: [12]

OP \$640.00 10222122

## PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Accelerant Networks, Inc. and its subsidiaries ("ASSIGNOR"), the surviving entity of a merger between Atlanta Acquisition Corporation (a wholly owned subsidiary of Synopsys, Inc.) and Accelerant Networks, Inc. in a transaction that closed 20 Feb 2004 (Agreement of Merger attached as Exhibit A, without exhibits), hereby sells, assigns, transfers, and sets over its entire right, title, and interest in and to the Assigned Patents and Patent Applications (as set forth below), any patent or reissues of any patent or patent application that may be granted thereon, and foreign counterparts thereto, and any extensions and applications which are continuations, continuations-in-part, substitutes, divisions, renewals or reissues of said Assigned Patents and Patent Applications to Synopsys, Inc. ("ASSIGNEE") and its successors and assigns.

### Assigned Patents and Patent Applications:

Docket #	Serial #	Filing Date	Patent No.	Issue Date
0246	10/222,122	8/16/2002		
0246DIV1	10/414,951	4/16/2003		
0246P1	60/313,214	8/17/2001	LAPSED	
0246P2	60/313,454	8/20/2001	LAPSED	
0246PCT	PCT/US02/26714	8/19/2002		
0246PCT-EP	2763498	8/19/2002		
0247	10/222,073	8/16/2002		
0248	10/222,071	8/16/2002		
0248DIV1	10/659,943	9/11/2003		
0248P1	60/313,455	8/20/2001		
0248P2	60/313,456	8/20/2001		
0248P3	60/313,476	8/20/2001		
0248P4	60/313,477	8/20/2001		
0248PCT	PCT/US02/26643	8/19/2002		
0248PCT-EP	2761452	8/19/2002		
0249	10/222,166	8/16/2002		
0249P1	60/313,478	8/20/2001		
0250	10/222,072	8/16/2002		
0251	10/222,254	8/16/2002		
0251PCT-EP	2757305.4	8/19/2002		
0252	10/269,446	10/11/2002		
0252DIV1	10/412,101	4/10/2003		
0252DIV2	10/410,942	4/10/2003		
0252EP	3020569.4	9/18/2003	ABANDONED	
0253	10/323,220	12/18/2002		
0253DIV1	10/411,760	4/11/2003		
0253DIV2	10/414,770	4/16/2003		
0253EP	3020570	9/18/2003		
0254	10/630,991	7/29/2003		
0255	10/682,617	10/9/2003		

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, ASSIGNOR's entire right, title, and interest in and to the aforesaid inventions in the United States and each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE all priority rights resulting from the Assigned Patents, and all causes of action for infringement arising prior to and after the date of this Assignment.

At any time and from time to time after the date hereof, at ASSIGNEE's request and expense, ASSIGNOR promptly shall execute and deliver, and shall cause its affiliates and employees to execute and deliver, such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as ASSIGNEE may reasonably request to more effectively transfer, convey and assign to ASSIGNEE, and to confirm ASSIGNEE's title to, all of the Assigned Patents.

IN WITNESS WHEREOF, the parties hereunto set their hand and seal on the date below.

ASSIGNOR: ACCELERANT NETWORKS, INC.

ASSIGNEE: SYNOPSIS, INC.

[Signature]  
Rex S. Jackson, Secretary

[Signature]  
Ted W. Chan, Asst. Secretary

Date: November 9, 2004

Date: 11/8/04

State of California

State of California

County of Santa Clara

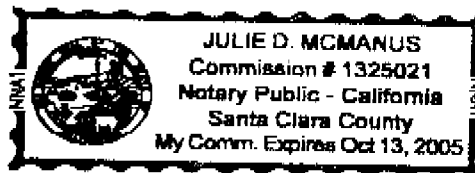
County of Santa Clara

On November 9, 2004, before me, Amy T. Monbourquette personally appeared Rex S. Jackson,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

On November 8, 2004, before me, Julie D. McManus personally appeared Ted Chan,  personally known to me or  proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

WITNESS my hand and official seal.



**Exhibit A**

**Agreement of Merger  
(without exhibits)**

**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

**AGREEMENT OF MERGER  
OF  
ATLANTA ACQUISITION CORP.  
AND  
ACCELERANT NETWORKS, INC.**

FEB 20 2004

**KEVIN SHELLEY**  
Secretary of State

This Agreement of Merger (this "*Agreement*") is entered into as of February 19, 2004, by and between Atlanta Acquisition Corp., a California corporation ("*Sub*") (nonsurvivor) that is a wholly owned subsidiary of Synopsys, Inc., a Delaware corporation ("*Parent*"), and Accelerant Networks, Inc., a California corporation (the "*Company*") (survivor).

**Pursuant to Plan of Reorganization**

1. **Merger; Effective Time of Merger.** Pursuant to the California Corporations Code, Sub will be merged with and into Company in a reverse triangular merger (the "*Merger*"), with Company to be the surviving corporation of the Merger (the "*Surviving Corporation*"). The Merger will be effective as of 11:00 a.m. California time on February 20, 2004 (the "*Effective Time*").

2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below.

"*California Law*" means the California General Corporation Law.

"*Company Acquisition Plan*" means the Acquisition Incentive Bonus Plan established by the Board of Directors of the Company on May 29, 2003, the terms of which are set forth in resolutions adopted by the Board of Directors of the Company on such date as provided by the Company to Parent.

"*Company Capital Stock*" means the outstanding shares of Company Common Stock, Company Preferred Stock and any other classes and series of common and preferred stock of Company, in each case fully diluted, as-converted to Company Common Stock basis, including all shares of such stock that are issuable upon the exercise of any outstanding Company Rights (whether or not such rights are vested or exercisable).

"*Company Common Stock*" means the common stock of Company.

"*Company Option*" means an option to purchase shares of Company Common Stock.

"*Company Preferred Stock*" means Company's Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock.

"*Company Rights*" means all stock appreciation rights, options, warrants, calls, rights, commitments, conversion privileges or preemptive or other rights or agreements outstanding to purchase or otherwise acquire any shares of Company Capital Stock or any securities or debt convertible into or exchangeable for shares of Company Capital Stock or obligating Company to grant, extend or enter into any such option, warrant, call, right, commitment, conversion privilege or preemptive or other right or agreement.

"*Company Shareholders*" means the record holders of issued and outstanding shares of Company Common Stock and Company Preferred Stock.

**"Company Warrant"** means a warrant to purchase shares of Company Capital Stock.

**"Dissenting Shares"** means any shares of Company Common Stock that are outstanding immediately prior to the Effective Time that have not been voted for approval of the Merger Agreement, each term is defined below, and with respect to which a demand for payment and appraisal are properly made in accordance with Chapter 13 of the California Law.

**"Effective Time"** means the date and time on which the Merger first becomes legally effective under the laws of the State of California as a result of the filing with the California Secretary of State of the Merger Agreement pursuant to the requirements of Section 1101 of the California Law.

**"First Escrow Amount"** means 5% of the Merger Consideration.

**"GAAP"** means United States generally accepted accounting principles.

**"Governmental Authority"** means any court, administrative agency, commission or other governmental agency or authority.

**"Liabilities"** means any debt, liability or obligation, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, known or unknown, and whether due or to become due, in each case that would be required by GAAP to be reflected on a balance sheet or in the notes thereto, as well as off balance sheet liabilities and obligations.

**"Merger Agreement"** means the Agreement and Plan of Merger dated as of February 13, 2004 by and among Parent, Sub, Company and Mo Virani.

**"Merger Consideration"** means \$22,088,421.

**"Person"** means any individual, corporation (including any not-for-profit corporation), general or limited partnership, limited liability partnership, joint venture, estate, trust, firm, company (including any limited liability company or joint stock company), association, organization, entity or Governmental Authority.

**"Pro Rata Share"** means, with respect to each Person (including each Company Shareholder and each participant in the Company Acquisition Plan) receiving payment pursuant to Section 2.2(b), the percentage (rounded to the seventh decimal place) obtained by dividing (a) the amount of cash actually paid to such Person pursuant to Section 2.2(b) of the Merger Agreement at the Effective Time, by (b) the total amount of cash actually paid to all Company Shareholders and other Persons pursuant to Section 2.2(b) of the Merger Agreement at the Effective Time.

**"Second Escrow Amount"** means 10% of the Merger Consideration.

**"Tax"** and **"Taxes"** mean all income, gains, franchise, excise, property, sales, use, employment, payroll, services, occupation, recording, value added or transfer taxes, governmental charges, levies, assessments or other taxes (whether payable directly or by withholding), and, with respect to such taxes, charges, fees, levies and assessments, any estimated tax, interest, fines, penalties or additions and interest on such fines, penalties and additions.

### 3. Conversion of Securities.

(a) Conversion of Sub Stock. Subject to the terms and conditions of the Merger Agreement, at the Effective Time, each share of Sub common stock that is issued and outstanding immediately prior to the Effective Time will be converted into one validly issued, fully paid and assessable share of common stock of the Surviving Corporation. Each certificate evidencing ownership of shares of Sub common stock will evidence ownership of such shares of common stock of the Surviving Corporation.

(b) Allocation of Merger Consideration/Conversion of Company Capital Stock.

(i) Company Acquisition Plan. Subject to the terms and conditions of the Merger Agreement (including Section 2.5 (regarding the withholding of the First Escrow Amount and Second Escrow Amount)), employees of the Company at the Effective Time who are eligible to participate in the Company Acquisition Plan will receive, out of the Merger Consideration, such cash amounts as allocated by Company pursuant to the Company Acquisition Plan as set forth in a certificate delivered by Company to Parent at the closing. Payment to each participant under the Company Acquisition Plan shall be conditioned upon the execution and delivery by such Person of a letter agreement in form previously agreed to between the parties.

(ii) Conversion of Company Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, each share of Company Preferred Stock that is issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger and without any further action on the part of Parent, Sub, Company or the holder thereof (except as expressly provided herein), be converted into and represent the right to receive an amount of cash determined as follows: (i) each share of Company's Series A Preferred Stock shall be converted into the right to receive \$0.428539 per share in cash, (ii) each share of Company's Series B Preferred Stock shall be converted into the right to receive \$0.737812 in cash, (iii) each share of Company's Series C Preferred Stock shall be converted into the right to receive \$1.080870 in cash, and (iv) each share of Company Common Stock shall be converted into the right to receive no consideration. The preceding provisions of this Section 3(b)(ii) are subject to the following provisions of the Merger Agreement: Section 2.3 (regarding rights of holders of Dissenting Shares), Section 2.5 (regarding the withholding of the First Escrow Amount and Second Escrow Amount) and Section 2.7.

(c) Cancellation of Company-Owned Stock. Notwithstanding Section 2.2(b) of the Merger Agreement, each share of Company Capital Stock held by Company or any of its subsidiaries immediately prior to the Effective Time will be canceled and extinguished without any conversion thereof without the issuance or payment of any consideration.

(d) Company Stock Options, Warrants and Other Rights. Parent will not assume any Company Options, Company Warrants or other rights to acquire Company Capital Stock, and at the Effective Time, all outstanding and unexercised Company Options, Company Warrants and other rights to acquire Company Capital Stock will be terminated and will not be entitled to receive any portion of the Merger Consideration.

4. Dissenting Shares. Notwithstanding anything contained herein to the contrary, Dissenting Shares (if any) shall not be converted into the right to receive the cash amount provided for in Section 2.2(b)(ii) of the Merger Agreement, but shall instead be converted into the right to receive such consideration as may be determined to be due with respect to any such Dissenting Shares pursuant to California Law. Each holder of Dissenting Shares who, pursuant to the provisions of California Law,

...es entitled to payment thereunder for such shares shall receive payment therefor in accordance with Section 1300 of California Law (but only after the value therefor shall have been agreed upon or finally determined pursuant to such provisions), subject to Section 2.5 of the Merger Agreement to the extent consistent with California Law (regarding the withholding of the First Escrow Amount and Second Escrow Amount). If, after the Effective Time, any Dissenting Shares shall lose their status as Dissenting Shares, then any such shares shall immediately be converted into the right to receive the cash payable, if any, pursuant to Section 2.2(b) of the Merger Agreement in respect of such shares as if such shares never had been Dissenting Shares, and Parent shall pay to the holder thereof, following the satisfaction of the applicable conditions set forth in Section 2.7 of the Merger Agreement, and further subject to Section 2.5 of the Merger Agreement (regarding the withholding of the First Escrow Amount and Second Escrow Amount), the amount of cash to which such holder would be entitled in respect thereof, if any, under Section 2.2(b) of the Merger Agreement as if such shares never had been Dissenting Shares. Company shall give Parent prompt notice (and in any case, within two business days following receipt) of any demands for appraisal and payment received by Company, withdrawals of such demands, and any other instruments related to Dissenting Shares served pursuant to California Law and received by Company and Parent will have the right to direct all negotiations and proceedings with respect to demands for appraisal and payment under California Law. The Company shall not, except with the prior written consent of Parent, or as otherwise required under California Law, voluntarily make any payment or offer to make any payment with respect to, or settle or offer to settle, any claim or demand in respect of any Dissenting Shares.

## 5. Escrow.

(a) At the Effective Time, Parent will withhold from the cash a amount payable to each Company Shareholder and participant in the Company Acquisition Plan (excluding holders of Dissenting Shares with respect to such shares) pursuant to Section 2.2(b) of the Merger Agreement, such Company Shareholder and other participant's Pro Rata Share of the First Escrow Amount and Second Escrow Amount, and deposit such amounts with the escrow agent into separate escrow accounts (the "Escrow Funds"). The Escrow Funds, and the management thereof by the escrow agent, will be governed by the terms of an escrow agreement to be entered into by and between Parent, Company and the escrow agent. As soon as practicable after the Effective Time, Parent shall cause to be sent to the escrow agent a wire transfer in the aggregate amount withheld pursuant to the first sentence of this Section 5(a).

(b) The escrow agent will hold the First Escrow Amount as collateral to secure the indemnification obligations of participants under the Company Acquisition Plan and Company Shareholders pursuant to clauses (e) and (f) of Section 10.2 of the Merger Agreement from the Effective Time until 11:59 p.m. California time on the date that is 60 days after the Effective Time (the "Initial Period"), or such longer time period as provided in Section 10.9 of the Merger Agreement. The escrow agent will hold the Second Escrow Amount as collateral to secure all indemnification obligations of participants under the Company Acquisition Plan and Company Shareholders pursuant to Article 10 of the Merger Agreement for a period of one year from the Effective Time. In either case, funds may be held in the Escrow Funds beyond the periods specified above as provided in Section 10.9 of the Merger Agreement. Any release of the Escrow Funds will be made in accordance with Section 10.9 of the Merger Agreement hereto and the terms of an escrow agreement to be entered into by and between Parent, Company and escrow agent.

(c) The Escrow Funds shall only consist of cash payable in respect of shares of Company Capital Stock not subject to any repurchase rights or other restrictions. With respect to any amount deemed payable to holders of Dissenting Shares pursuant to Chapter 13 of California Law, such holder's Pro Rata Share (with respect to Dissenting Shares) of the First Escrow Amount and Second Escrow Amount shall, upon the conclusion of such process and to the extent consistent with California



...w, be withheld by Parent and deposited with the escrow agent into the Escrow Funds. As soon as practicable after the Effective Time, Parent shall cause to be sent to the escrow agent a wire transfer in the aggregate amount withheld pursuant to the second sentence of this Section 5(c).

6. **Merger Agreement.** The Merger Agreement and this Agreement are intended to be construed together in order to affect their purposes. In the event that any clause or provision of such agreements conflict or cannot otherwise be construed together, then the clause or provision in the Merger Agreement shall control and be enforceable against the parties hereto.

7. **Effects of Merger.**

(a) **General.** At the Effective Time, the effect of the Merger will be as provided in this Agreement and as more fully set forth in Section 1107 of the California Law. Without limiting the generality of the foregoing, at the Effective Time, all of the properties, rights, privileges, powers and franchises of Company and Sub will vest in the Surviving Corporation, and all Liabilities and duties of Company and Sub will become the Liabilities and duties of the Surviving Corporation.

(b) **Articles of Incorporation.** The Articles of Incorporation of the Surviving Corporation shall be amended and restated as of the Effective Time as set forth in Exhibit A attached hereto.

(c) **Bylaws.** The Bylaws of the Surviving Corporation shall be amended and restated as of the Effective Time to be identical to the Bylaws of Sub as in effect immediately prior to the Effective Time until thereafter amended in accordance with the provisions thereof or as provided by law.

(d) **Directors and Officers.** At the Effective Time, (i) the initial directors of the Surviving Corporation will be the directors of Sub immediately prior to the Effective Time, until their respective successors are duly elected or appointed and qualified and (ii) the initial officers of the Surviving Corporation will be the officers of Sub immediately prior to the Effective Time, until their respective successors are duly appointed.

8. **Further Assignments.** The Company authorizes Parent or any officer of Parent, after the Effective Time, to execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to Sub's property or rights in Company and otherwise to carry out the purposes of the Merger Agreement in the name of Sub or otherwise.

9. **Assignment.** Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be binding upon and enforceable to the benefit of the parties hereto and their respective successors, personal representatives and permitted assigns.

10. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed wholly within the State of California without regard to principles of conflict of laws.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement of Merger to be duly executed as of the date and year first above written.

**ATLANTA ACQUISITION CORP.**

**ACCELERANT NETWORKS, INC.**

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

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

Name: Rex S. Jackson  
Title: President and Secretary

Name: Ken Molitor  
Title: President and Chief Executive Officer

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

Name: Michael O'Donnell  
Title: Secretary

**[SIGNATURE PAGE TO AGREEMENT OF MERGER]**

22524/00202/DOCS/1413284.

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ATLANTA ACQUISITION CORP.

ACCELERANT NETWORKS, INC.

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

By: *Ken Molitor*

Name: Rex S. Jackson  
Title: President and Secretary

Name: Ken Molitor  
Title: President and Chief Executive Officer

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

Name: Michael O'Donnell  
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

22340028V002/141324,1

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ATLANTA ACQUISITION CORP.

ACCELERANT NETWORKS, INC.

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

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

Name: Rex S. Jackson  
Title: President and Secretary

Name: Ken Molitor  
Title: President and Chief Executive Officer

By: *Michael O'Donnell*

Name: Michael O'Donnell  
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

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