

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/03/2003

CONVEYING PARTY DATA

Name	Execution Date
Datum, Inc.	02/03/2003

RECEIVING PARTY DATA

Name:	Symmetricon, Inc.
Street Address:	2300 Orchard Parkway
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131-1017

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5646992
Patent Number:	6377585

CORRESPONDENCE DATA

Fax Number: (512)394-0119
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 5123940118
 Email: john@bruckner.net
 Correspondent Name: John J Bruckner
 Address Line 1: 5708 Back Bay Lane
 Address Line 4: Austin, TEXAS 78739

NAME OF SUBMITTER:	John J Bruckner
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Total Attachments: 14
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Delaware

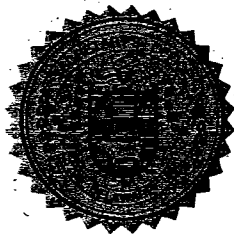
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"DATUM INC.", A DELAWARE CORPORATION,
WITH AND INTO "SYMMETRICOM, INC." UNDER THE NAME OF
"SYMMETRICOM, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRD DAY OF FEBRUARY, A.D. 2003, AT 5 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3391260 8100M

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AUTHENTICATION: 2240148

DATE: 02-03-03
PATENT

REEL: 016418 FRAME: 0906

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

DATUM, INC.
(a Delaware corporation)

INTO

SYMMETRICOM, INC.
(a Delaware corporation)

SYMMETRICOM, INC., a corporation organized and existing under the laws of Delaware (hereinafter referred to as the "Corporation") hereby certifies that:

1. The Corporation was incorporated on August 1, 2001, pursuant to the Delaware General Corporation Law (the "DGCL"), the provisions of which permit the merger of a subsidiary corporation into a parent corporation.

2. The Corporation is the owner of all of the outstanding shares of stock of DATUM, INC., a corporation incorporated on April 16, 1987 pursuant to the DGCL ("Datum").

3. The Corporation, by unanimous written consent of the Board of Directors, such consent filed with the minutes of the Board, duly adopted on December 29, 2002; determined to merge into itself Datum.

WHEREAS, the undersigned directors deem it to be in the best interests of the Corporation to authorize and approve the merger of the Corporation's wholly-owned subsidiary corporation, Datum, Inc. ("Datum"), with and into the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Board deems it advisable and in the best interests of the Corporation and its stockholders that Datum merge with and into the Corporation (the "Merger"), with the Corporation as the surviving corporation, to acquire all of the assets and assume all of the liabilities of Datum in the merger.

RESOLVED FURTHER, that the Board does hereby approve the form, terms and conditions of the Agreement of Merger, substantially in the form attached hereto as Exhibit A, (the "Merger Agreement") and the Certificate of Ownership and Merger, substantially in the form attached hereto as Exhibit B, (the "Certificate") and the transactions contemplated thereby;

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized to execute the Merger Agreement and the Certificate, with such changes as such officer shall approve, such approval to be conclusively evidenced by his execution thereof;

RESOLVED FURTHER, that anything herein or elsewhere to the contrary notwithstanding, the Merger may be amended or terminated and abandoned by the Corporation's Board at any time prior to the time that the Merger filed with the Secretary of State of the State of Delaware becomes effective;

RESOLVED FURTHER, that the Merger shall be effective upon filing the Certificate with the Secretary of State of the State of Delaware;

RESOLVED FURTHER, that all lawful actions previously taken by officers and employees of the Corporation in connection with the transaction referred to above and all other actions taken incidental thereto are hereby ratified; and

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized to execute such further agreements and documents, and to take such further action as any of the officers deem advisable in order to close the transactions contemplated in the Merger Agreement, including filing the Certificate with the Secretary of State of the State of Delaware.

4. Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation or Datum at any time prior to the time that this merger being filed with the Secretary of State becomes effective.

(Signature Page Follows)

5. The effective time of the Certificate of Ownership and Merger shall be on February 3, 2003, and that, insofar as the DGCL shall govern the same, said time shall be the effective merger time.

Executed on February 3, 2003

SYMMETRICOM, INC.

By: /s/ Thomas W. Steipp
Thomas W. Steipp
President and Chief Executive Officer

SIGNATURE PAGE TO CERTIFICATE OF OWNERSHIP AND MERGER

SV357558.1

PATENT
REEL: 016418 FRAME: 0909

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

DATUM, INC.
(a Delaware corporation)

INTO

SYMMETRICOM, INC.
(a Delaware corporation)

SYMMETRICOM, INC., a corporation organized and existing under the laws of Delaware (hereinafter referred to as the "Corporation") hereby certifies that:

1. The Corporation was incorporated on August 1, 2001, pursuant to the Delaware General Corporation Law (the "DGCL"), the provisions of which permit the merger of a subsidiary corporation into a parent corporation.
2. The Corporation is the owner of all of the outstanding shares of stock of **DATUM, INC.**, a corporation incorporated on April 16, 1987 pursuant to the DGCL ("Datum").
3. The Corporation, by unanimous written consent of the Board of Directors, such consent filed with the minutes of the Board, duly adopted on December 29, 2002; determined to merge into itself Datum.

WHEREAS, the undersigned directors deem it to be in the best interests of the Corporation to authorize and approve the merger of the Corporation's wholly-owned subsidiary corporation, Datum, Inc. ("Datum"), with and into the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Board deems it advisable and in the best interests of the Corporation and its stockholders that Datum merge with and into the Corporation (the "Merger"), with the Corporation as the surviving corporation, to acquire all of the assets and assume all of the liabilities of Datum in the merger;

RESOLVED FURTHER, that the Board does hereby approve the form, terms and conditions of the Agreement of Merger, substantially in the form attached hereto as Exhibit A, (the "Merger Agreement") and the Certificate of Ownership and Merger, substantially in the form attached hereto as Exhibit B, (the "Certificate") and the transactions contemplated thereby;

RESOLVED FURTHER, that the officers of the Corporation be, and each of them hereby is, authorized to execute the Merger Agreement and the Certificate, with such changes as such officer shall approve, such approval to be conclusively evidenced by his execution thereof;

RESOLVED FURTHER, that anything herein or elsewhere to the contrary notwithstanding, the Merger may be amended or terminated and abandoned by the Corporation's Board at any time prior to the time that the Merger filed with the Secretary of State of the State of Delaware becomes effective;

RESOLVED FURTHER, that the Merger shall be effective upon filing the Certificate with the Secretary of State of the State of Delaware;

RESOLVED FURTHER, that all lawful actions previously taken by officers and employees of the Corporation in connection with the transaction referred to above and all other actions taken incidental thereto are hereby ratified; and

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized to execute such further agreements and documents, and to take such further action as any of the officers deem advisable in order to close the transactions contemplated in the Merger Agreement, including filing the Certificate with the Secretary of State of the State of Delaware.

4. Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of the Corporation or Datum at any time prior to the time that this merger being filed with the Secretary of State becomes effective.

(Signature Page Follows)

5. The effective time of the Certificate of Ownership and Merger shall be on February 3, 2003, and that, insofar as the DGCL shall govern the same, said time shall be the effective merger time.

Executed on February 3, 2003

SYMMETRICOM, INC.

By: _____


Thomas W. Steipp
President and Chief Executive Officer

SIGNATURE PAGE TO CERTIFICATE OF OWNERSHIP AND MERGER

SV357558.1

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REEL: 016418 FRAME: 0912

5. The effective time of the Certificate of Ownership and Merger shall be on February 3, 2003, and that, insofar as the DGCL shall govern the same, said time shall be the effective merger time.

Executed on February 3, 2003

SYMMETRICOM, INC.

By: /s/ Thomas W. Steipp
Thomas W. Steipp
President and Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

AGREEMENT OF MERGER (this "Agreement"), dated as of December 29, 2002, by and between Datum, Inc., a Delaware corporation ("Datum" or the "Subsidiary") and Symmetricom, Inc., a Delaware corporation ("Symmetricom" or the "Parent").

WITNESSETH:

WHEREAS, the respective Boards of Directors of each of the parties hereto have determined that it is advisable and in the best interests of their respective corporations and their respective stockholders to consummate, and have approved, the business combination transaction provided for herein in which the Subsidiary will merge with and into Parent (the "Merger") upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I THE MERGER

Section 1.1. **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.2 below), Subsidiary shall be merged with and into Parent and the separate corporate existence of Subsidiary shall thereupon cease. Parent (i) shall be the successor or surviving corporation in the Merger (sometimes herein referred to as the "Surviving Corporation"), (ii) shall continue to be governed by the laws of the State of Delaware, and (iii) the separate corporate existence of Parent with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in Section 259 of the Delaware General Corporation Law (the "DGCL").

Section 1.2. **Effective Time.** Parent and Subsidiary will cause (i) an executed original of a Certificate of Ownership and Merger to be filed with the Secretary of State of the State of Delaware pursuant to Section 253 and 103 of the DGCL thereby effecting the merger of Subsidiary with and into Parent. The Merger shall become effective on the date on which the Certificate of Ownership and Merger has been duly filed with the Secretary of State of Delaware, and such time is hereinafter referred to as the "Effective Time."

Section 1.3. **Certificate of Incorporation and Bylaws of Parent.** The Certificate of Incorporation of Parent shall be at and as of the Effective Time the Certificate of Incorporation of Parent immediately prior to the Effective Time. The Bylaws of Parent shall be at and as of the Effective Time the Bylaws of Parent immediately prior to the Effective Time.

**ARTICLE II.
CONVERSION AND CANCELLATION OF SHARES**

Section 2.1. **Subsidiary Common Stock**. Each share of the common stock of Subsidiary (the "Subsidiary Shares") issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, automatically and without any action on the part of the holder thereof, become and be converted into one share of common stock, \$0.001 par value per share, of Parent (the "Parent Shares").

Section 2.2. **Parent Shares**. Each Parent Share issued and outstanding immediately prior to the Effective Time of the Merger shall, at the Effective Time, continue to be issued and outstanding, be unchanged and remain as one fully paid and non-assessable share of common stock, \$0.001 par value per share, of Parent.

Section 2.3. **Closing**. The Closing under this Agreement (the "Closing") shall take place simultaneously with the execution and delivery of this document, or such other time and date agreed upon by the parties, at the offices of Latham & Watkins, 135 Commonwealth Drive, Menlo Park, California 94025-1105. The date of the Closing is herein referred to as the "Closing Date." Notwithstanding the foregoing, it is the intention of the parties that the effective date of this Agreement shall be December 29, 2002.

**ARTICLE III.
REPRESENTATIONS OF SUBSIDIARY**

Subsidiary represent and warrant to Parent as follows:

Section 3.1. **Execution and Validity of Agreement**. Subsidiary have the full corporate power and authority to enter into this Agreement, to perform their obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Subsidiary and the consummation by Subsidiary of the transactions contemplated hereby have been duly and validly authorized by the Boards of Directors of Subsidiary and the holders of all of the issued and outstanding Subsidiary Shares. This Agreement has been duly and validly executed and delivered by Subsidiary and constitutes the legal, valid and binding obligation of Subsidiary enforceable against them in accordance with its terms.

Section 3.2. **Non-Contravention; Approvals and Consents**.

(a) **Non-Contravention**. The execution, delivery and performance by Subsidiary of their obligations hereunder and the consummation of the transactions contemplated hereby, will not conflict with, result in a violation or breach of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any Person (as defined in Section 7.3 below) any right of payment or reimbursement, termination, cancellation, modification or acceleration of, or result in the creation or imposition of any mortgage, lien, security interest, encumbrance, claim, charge and restriction of any kind or character (collectively, "Liens") upon any of the assets or properties of Subsidiary under, any of the terms, conditions or provisions of (a) the Articles or Certificates of Incorporation or Bylaws of Subsidiary, (b) any statute, law, rule, regulation or ordinance (collectively, "Laws"), or any judgment, decree, order, writ,

citation, permit or License (collectively, "Orders"), of any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision (a "Governmental or Regulatory Authority"), applicable to Subsidiary or any of their assets or properties, or (c) any note, bond, mortgage, security, agreement, indenture, license, franchise, permit, concession contract, lease or other instrument, obligation or agreement of any kind (collectively, "Contracts") to which Subsidiary are a party or by which Subsidiary or any of their assets or properties are bound.

(b) **Approvals and Consents.** Except for the filings pursuant to the DGCL, no consent, approval or action of, filing with or notice to any Governmental or Regulatory Authority or other Person is necessary or required under any of the terms, conditions or provisions of any Law or Order of any Governmental or Regulatory Authority or any Contract to which Subsidiary are a party or by which Subsidiary or any of their assets or properties are bound for the execution and delivery of this Agreement by Subsidiary, the performance by Subsidiary of their obligations hereunder or the consummation of the transactions contemplated hereby.

ARTICLE IV. REPRESENTATIONS OF PARENT

Parent represents and warrants to Subsidiary as follows:

Section 4.1. **Execution and Validity of Agreement.** Parent has the full corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Parent and the consummation by Parent of the transactions contemplated hereby have been duly and validly authorized by all required corporate action on behalf of Parent and, to extent required by applicable law, its stockholders. This Agreement has been duly and validly executed and delivered by Parent and constitutes the legal, valid and binding obligation of Parent enforceable against it in accordance with its terms.

Section 4.2. **Non-Contravention; Approvals and Consents.**

(a) **Non-Contravention.** The execution, delivery and performance by Parent of its obligations hereunder and the consummation of the transactions contemplated hereby, will not conflict with, result in a violation or breach of, constitute (with or without notice or lapse of time or both) a default under, result in or give to any Person any right of payment or reimbursement, termination, cancellation, modification or acceleration of, or result in the creation or imposition of any Lien upon any of the assets or properties of Parent under any of the terms, conditions or provisions of (a) the Certificate of Incorporation or Bylaws of Parent, (b) subject to the taking of the actions described in Section 4.2(b), any Laws or Orders of any Governmental or Regulatory Authority, applicable to Parent or any of its assets or properties, or (c) any Contract to which Parent is a party or by which Parent or any of its assets or properties are bound.

(b) **Approvals and Consents.** Except for the filings pursuant to the DGCL, no consent, approval or action of, filing with or notice to any Governmental or Regulatory Authority or other Person is necessary or required under any of the terms, conditions or provisions of any Law or Order of any Governmental or Regulatory Authority or any Contract to which Parent is a party or by which Parent or any of its assets or properties are bound for the execution and delivery of this Agreement by Parent, its obligations hereunder or the consummation of the transactions contemplated hereby.

Section 4.3. **Parent Shares.** The Parent Shares to be delivered to the Stockholders of Subsidiary pursuant to this Agreement have been duly authorized for issuance by all requisite corporate action by Parent and when delivered as provided herein, will be validly issued and outstanding Parent Shares, fully paid and non-assessable, and will not be subject to preemptive rights of any Person.

**ARTICLE V.
ACTIONS AT CLOSING BY SUBSIDIARY**

Simultaneously herewith:

Section 5.1. **Certified Resolutions.** Subsidiary shall have delivered to Parent a copy of the resolutions of each of its Boards of Directors and stockholders authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby, certified to by an officer of each of the Subsidiary.

**ARTICLE VI.
ACTIONS AT CLOSING BY PARENT**

Simultaneously herewith:

Section 6.1. **Certified Resolutions.** Parent shall have delivered to Subsidiary a copy of the resolutions of the Board of Directors and stockholders of Parent authorizing the execution, delivery and performance of this Agreement and the transactions contemplated hereby, certified to by an officer of Parent.

**ARTICLE VII.
MISCELLANEOUS**

Section 7.1. **Survival.** Notwithstanding any right of any party hereto fully to investigate the affairs of any other party, and notwithstanding any knowledge of facts determined or determinable pursuant to such investigation or right of investigation, each party hereto shall have the right to rely fully upon the representations, warranties and agreements of any other party contained in this Agreement furnished by another party delivered at the Closing by an other party. The respective representations and warranties of Subsidiary and Parent contained in this Agreement or in any certificate delivered at the Closing, shall expire with, and be terminated and extinguished by, the Merger, and thereafter, neither Subsidiary nor Parent, nor any officer, director or stockholder thereof shall be under any liability with respect to any such representation or warranty or condition or covenant. This Section 7.1 shall have no effect upon any other obligation of the parties hereto, whether to be performed before or after the Closing.

Section 7.2. **Expenses.** Parent and Subsidiary shall each pay all of their own expenses relating to the transactions contemplated by this Agreement, including, without limitation, the fees and expenses of their respective counsels, financial advisors and accountants.

Section 7.3. **"Person" Defined.** "Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or other department or agency thereof.

Section 7.4. **Captions.** 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 Agreement.

Section 7.5. **Parties In Interest.** This Agreement and the rights and obligations of the parties hereunder shall not be assignable to any Person without the written consent of all parties.

Section 7.6. **Severability.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

Section 7.7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

Section 7.8. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior oral and written agreements and understandings between the parties with respect to such subject matter.


Section 7.9. **Amendment.** This Agreement heretofore delivered may be amended, supplemented or modified by the parties hereto only by an agreement in writing signed on behalf of each of the parties hereto following due authorization at any time.

Section 7.10. **Third Party Beneficiaries.** Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto and their respective successors and assigns as permitted under Section 7.5.


[Signature Page Follows]

IN WITNESS WHEREOF, Parent and the Subsidiary have each caused its corporate name to be hereunto subscribed by its officer thereunto duly authorized on the day and year first written above.

SYMMETRICOM, INC.

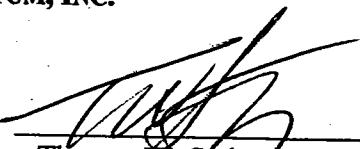
By: 

Thomas W. Steipp
Chief Executive Officer and President

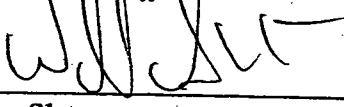
By: 

William Slater
Secretary

DATUM, INC.

By: 

Thomas W. Steipp
Chief Executive Officer and President

By: 

William Slater
Secretary