

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/17/1997

**CONVEYING PARTY DATA**

Name	Execution Date
Rockwell Science Center, Inc.	08/27/1997

**RECEIVING PARTY DATA**

Name:	Rockwell Science Center, LLC
Street Address:	P.O. Box 1085, Mail Code A15
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91358

**PROPERTY NUMBERS Total: 33**

Property Type	Number
Patent Number:	5834975
Patent Number:	5872489
Patent Number:	5880921
Patent Number:	5926241
Patent Number:	4756602
Patent Number:	4778251
Patent Number:	4826267
Patent Number:	4934788
Patent Number:	4906844
Patent Number:	4888547
Patent Number:	5000575
Patent Number:	5100233
Patent Number:	5262022
Patent Number:	5181143

**OP \$1320.00 5834975**

**PATENT**

**500141899**

**REEL: 018148 FRAME: 0721**

Patent Number:	5196953
Patent Number:	5178965
Patent Number:	5304297
Patent Number:	5436532
Patent Number:	5986733
Patent Number:	5425859
Patent Number:	5410431
Patent Number:	5401380
Patent Number:	5411645
Patent Number:	5411772
Patent Number:	6214210
Patent Number:	5466349
Patent Number:	5595677
Patent Number:	5578976
Patent Number:	5754691
Patent Number:	5595637
Patent Number:	5646583
Patent Number:	5982465
Patent Number:	5425964

**CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	Jennifer Vandenplas

Total Attachments: 3  
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AGREEMENT AND PLAN OF MERGER BETWEEN  
ROCKWELL SCIENCE CENTER, LLC AND  
ROCKWELL SCIENCE CENTER, INC.

This Agreement and Plan of Merger (the "Plan") dated as of this 27 day of August, 1997 is between Rockwell Science Center, LLC, a Delaware limited liability company ("RSC LLC"), and Rockwell Science Center, Inc., a Delaware corporation ("RSC Inc."; RSC LLC and RSC Inc. are hereinafter collectively referred to as the "Merging Entities").

W I T N E S S E T H :

WHEREAS, RSC LLC and RSC Inc. desire that RSC Inc. be merged with and into RSC LLC subject to the terms and conditions hereof (the "Merger"), following which RSC LLC shall be the surviving entity (the "Surviving Entity");

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 264 of the Delaware General Corporation Law (the "DGCL") authorize the merger of a Delaware corporation with and into a Delaware limited liability company;

WHEREAS, RSC LLC is a limited liability company formed under the laws of the State of Delaware with an authorized capital of 1,000 Common Shares (the "LLC Common Shares"), all of which are issued and outstanding and owned by Rockwell Semiconductor Systems, Inc., a Delaware corporation ("Semiconductor Systems"); and

WHEREAS, RSC Inc. is a corporation organized under the laws of the State of Delaware with an authorized capital of 1,000 shares of Common Stock, \$1 par value per share (the "Common Stock"), all of which are issued and outstanding, and owned by Semiconductor Systems;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Article I

Merger and Surviving Entity; Effective Time

1.01. (a) Merger. (i) Subject to the terms and conditions hereof, at the time the Merger will become effective as provided in Section 1.01(b) hereof (the "Effective Time"), RSC Inc. shall be merged with and into RSC LLC, and RSC LLC shall be

the Surviving Entity and shall continue as a limited liability company under the DLLCA.

(ii) From and after the Effective Time, the separate existence of RSC Inc. shall cease, and the Merger shall in all respects have the effect provided for in Section 259 of the DGCL (in so far as it is applicable) and Section 18-209(g) of the DLLCA.

(iii) The Limited Liability Company Agreement of RSC LLC, as in effect immediately prior to the Effective Time, shall continue as the limited liability company agreement of the Surviving Entity, and the Certificate of Formation of RSC LLC, as in effect immediately prior to the Effective Time, shall continue as the Certificate of Formation of the Surviving Entity.

(iv) From and after the Effective Time, the officers and directors of the Surviving Entity shall consist of the officers and directors of RSC LLC immediately prior to the Effective Time, serving in the same capacity or capacities, and each such officers and directors shall serve until their respective successors are elected and qualified in accordance with the limited liability company agreement of the Surviving Entity.

(b) Effective Time. The Merger shall become effective upon the filing of a Certificate of Merger in the office of the Secretary of State of the State of Delaware in accordance with the DLLCA and the DGCL. RSC LLC will file as soon as possible after the execution of this Agreement a Certificate of Merger in the office of the Secretary of State of the State of Delaware.

## Article II

### Effect on the Common Stock and the LLC Common Shares

2.01. (a) Conversion of Shares. The effect of the Merger on the Common Stock and the LLC Common Shares shall be as follows:

(i) At the Effective Time, all shares of Common Stock outstanding immediately prior to the Effective Time and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist or be outstanding and shall be canceled and retired without payment of any consideration therefor; and

(ii) The Merger shall have no effect on the LLC Common Shares and all LLC Common Shares issued and outstanding immediately prior to the Effective Time shall continue to be the issued and outstanding equity interests of the Surviving Entity.

Article III

Miscellaneous

3.01. Abandonment. This Plan and the Merger may be terminated and abandoned by resolution of the Board of Directors of RSC Inc. or RSC LLC at any time prior to the Effective Time.


3.02. Counterparts. Any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

3.03. Successors. This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


3.04. Governing Law. This Plan shall be construed in accordance with and governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, each of the Merging Entities has caused this Agreement and Plan of Merger to be duly executed as of the date first above written.

ROCKWELL SCIENCE CENTER, LLC

By:   
Name: John R. Stocker  
Title: Vice President

ROCKWELL SCIENCE CENTER, INC.

By:   
Name: John R. Stocker  
Title: Vice President