

09-28-2006

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**PATENT RECC
COVE.**



103313697

orney Docket No.: P440.12-0009 -- owk

To the Commissioner for Patents: **Mail Stop Assignment Recordation Services - Please record the attached copy thereof.**

1. Name of conveying party(ies):

- (1) Polarfab, LLC
- (2)
- (3)

9-26-06

2. Name and address of receiving party(ies):

Name: Polar Semiconductor, Inc.

Internal Address: _____

Street Address: 2800 East Old Shakopee Road

City: Bloomington, State: MN ZIP 55425

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

- Assignment Merger Security Agreement
- Change of Name Other _____

Execution Date: July 13, 2005

Additional name(s) & address(es) attached? Yes No

4A. Application No.(s)

10/859,262

If this document is being filed together with a new application, the execution date(s) of the application is: _____

Additional numbers attached? Yes No

4B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Alan M. Koenck
 Street Address: Kinney & Lange, P.A.
312 South Third Street
 City: Minneapolis State: MN ZIP 55415-1002

6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41):.....\$ 40.00
 The Commissioner is hereby authorized to charge any fee required under 37 C.F.R. 1.16 and 1.17 and credit any over payments to Deposit Account No.11-0982. Deposit Account Name: Kinney & Lange, P.A.

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.

Alan M. Koenck

Alan M. Koenck

9/26/06

Date

Total number of pages including cover sheet, attachments and document: [6]

AGREEMENT AND PLAN OF MERGER
OF
POLAR SEMICONDUCTOR, INC.
AND
POLARFAB, LLC

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made and entered into effective July 11, 2005, by and between Polar Semiconductor, Inc., a Delaware corporation ("PSI"), and PolarFab, LLC, a Minnesota limited liability company ("PolarFab") (collectively, the "Constituent Companies").

WHEREAS, effective July 11, 2005, PSI has acquired 100% of the membership interests of PolarFab (the "PolarFab Membership Interests"); and

WHEREAS, PSI has authorized capital consisting of 200 shares of common stock, \$100,000 par value per share, of which 150 shares are issued and outstanding (the "PSI Common Stock"); and

WHEREAS, the Constituent Companies have determined that PolarFab should be merged into PSI under and pursuant to the applicable provisions of the Delaware General Corporation Law (the "DGCL") and the Minnesota Limited Liability Company Act (the "MLLC"); and

WHEREAS, this Agreement has been submitted to the Constituent Companies for their respective authorization and approval or rejection in accordance with the applicable provisions of the DGCL and MLLC and their respective governing documents.

NOW, THEREFORE, the Constituent Companies hereby agree as follows:

1. Merger

PolarFab shall be merged into PSI (the "Merger") in accordance with the applicable provisions of the DGCL and MLLC. The Merger shall be effective as of July 11, 2005 (the "Effective Date"). Upon the Effective Date:

- (a) The separate existence of PolarFab shall cease, and the Constituent Companies shall be a single corporation with PSI being the surviving corporation ("Surviving Corporation") that shall continue to exist under the name "Polar Semiconductor, Inc."

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- (b) The Surviving Corporation shall then and thereafter possess all of the rights, privileges, immunities and franchises, of both a public and private nature, of each of the Constituent Companies and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all and every other interest of or belonging to or due to PolarFab shall be taken and deemed to be transferred to or vested in the Surviving Corporation without further act or deed, and the title to any real estate or any interest therein vested in the Constituent Companies shall not revert or be in any way impaired by reason of the Merger.
- (c) The Surviving Corporation shall then and thereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Companies and any existing or pending claim, action or proceeding by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, and the Surviving Corporation may be substituted in the place of either, and neither the rights of creditors or any liens upon the property of the Constituent Companies shall be impaired by the Merger.
- (d) The Certificate of Incorporation and the Bylaws of the Surviving Corporation in effect immediately before the Effective Date shall continue in full force and effect until amended, changed or repealed in accordance with Delaware law.
- (f) The directors and officers of the Surviving Corporation now in office shall be and constitute the directors and officers of the Surviving Corporation until their respective successors shall have been elected and have qualified or until their earlier resignation, removal or replacement.

2. Conversion of Shares

All of the PolarFab Membership Interests held by PSI immediately prior to the Merger shall, as a result of the Merger and without any action on the part of the Constituent Companies, be cancelled, retired and cease to exist, without any conversion of the interests and without any consideration. No shares of the Surviving Corporation shall be issued in exchange for the cancelled PolarFab Membership Interests, it being agreed that all rights, designations and preferences of the PolarFab Membership Interests shall be extinguished upon the Merger, and that the PSI Common Stock immediately prior to the Merger shall be the total issued and outstanding stock of PSI following the Merger, i.e., all 150 shares of the PSI Common Stock shall remain outstanding and are not affected by the Merger.

3. Approvals and Articles of Merger

This Agreement has been submitted to the board of director of PSI and the sole member of PolarFab for authorization and approval or rejection in accordance with the applicable provisions of the DGCL and MLLC and their respective Certificate of Incorporation or Articles of Organization. If such authorizations and approvals are obtained, and provided that this Agreement is not terminated and abandoned, a Certificate of Merger and Articles of Merger shall be signed and filed with the Secretary of State of Delaware and the Secretary of State of Minnesota.

4. Further Assurances

If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other agreements are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or right of PolarFab, then the managers and officers of PolarFab in office immediately prior to the Effective Date shall, in the name of such company, execute and deliver such proper deeds, assignments, and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise carry out the provisions of this Agreement, and the officers and directors of the Surviving Corporation are authorized in the name of PolarFab, PSI or otherwise to take any and all such action.

5. Termination and Abandonment

This Agreement may be terminated and abandoned, and to the extent permitted by applicable law, amended, by action of the board of directors of PSI at any time before filing by the Delaware Secretary of State. Upon such termination and abandonment, this Agreement shall be void, without any effect and without liability on the part of the Constituent Companies or their shareholders, members, directors, managers or officers;

6. Miscellaneous

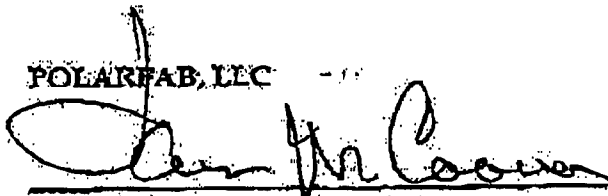
- (a) This agreement and the legal relations between the parties shall be governed by and construed in accordance with Delaware law.
- (b) This agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Constituent Companies have executed and delivered this Agreement as of the date first written above.

POLAR SEMICONDUCTOR, INC.


Yoshihiro Suzuki, President

POLARFAB, LLC



By: Polar Semiconductor, Inc.
Sole Member of PolarFab, LLC
James M. Coonan, Secretary

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**ATTACHMENT TO AGREEMENT
AND PLAN OF MERGER**

A. PSI, as the surviving corporation, may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of a constituent organization and in a proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against PSI, as the surviving organization.

B. PSI hereby makes an irrevocable appointment of the Minnesota Secretary of State as its agent to accept service of process in any proceeding, and process may be forwarded to PSI at 2800 East Old Shakopee Road, Bloomington, Minnesota 55425.

C. PSI agrees that it will promptly pay the dissenting shareholders of each domestic constituent corporation the amount, if any, to which they are entitled under Minnesota Section 302A.473.

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUL 13 2005

Mary Hoffmeyer
Secretary of State