

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

MERGER

EFFECTIVE DATE:

05/03/2002

CONVEYING PARTY DATA

Name	Execution Date
InterVideo, Inc.	05/03/2002

RECEIVING PARTY DATA

Name:	InterVideo, Inc.
Street Address:	46430 Fremont Boulevard
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6601032
Patent Number:	6542863
Patent Number:	6999919
Patent Number:	6678648
Application Number:	09790032
Patent Number:	6119080
Patent Number:	6850566
Patent Number:	6785335
Patent Number:	6963877
Patent Number:	6972801

CORRESPONDENCE DATA

Fax Number: (917)777-2517

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT

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CH \$400.00 6601032

Phone: 212-735-2517
Email: oepstein@skadden.com
Correspondent Name: Oren Epstein
Address Line 1: 4 Times Square
Address Line 2: 30-112
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

139900/549

NAME OF SUBMITTER:

Oren Epstein

Total Attachments: 8
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**AGREEMENT AND PLAN OF MERGER OF
INTERVIDEO, INC., A DELAWARE CORPORATION,
AND INTERVIDEO, INC., A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of May 2, 2002 (the "Agreement") is between InterVideo, Inc., a Delaware corporation ("InterVideo-Delaware"), and InterVideo, Inc., a California corporation ("InterVideo-California"). InterVideo-Delaware and InterVideo-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. InterVideo-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 38,000,000 shares, \$0.001 per value, of which 25,000,000 shares are designated "Common Stock" and 13,000,000 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 5,000,000 shares are designated Series A Preferred Stock, 1,000,000 shares are designated Series B Preferred Stock, 2,000,000 shares are designated Series C Preferred and 5,000,000 shares are designated Series D Preferred Stock. As of the date hereof, 100 shares of Common Stock of InterVideo-Delaware were issued and outstanding, all of which are held by InterVideo-California. There were no shares of Preferred Stock outstanding.

B. InterVideo-California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 38,000,000 shares, no par value, of which 25,000,000 shares are designated "Common Stock," no par value, and 13,000,000 shares are designated "Preferred Stock," no par value. Of the authorized shares of Preferred Stock, 5,000,000 shares are designated Series A Preferred Stock, 1,000,000 shares are designated Series B Preferred Stock, 2,000,000 shares are designated Series C Preferred, and 5,000,000 shares are designated Series D Preferred Stock.

C. The Board of Directors of InterVideo-California has determined that, for the purpose of effecting the reincorporation of InterVideo-California in the State of Delaware, it is advisable and in the best interests of InterVideo-California and its shareholders that InterVideo-California merge with and into InterVideo-Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors and shareholders or stockholders of InterVideo-Delaware and InterVideo-California have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, InterVideo-Delaware and InterVideo-California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I

MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California Corporation Law, InterVideo-California shall be merged with and into InterVideo-Delaware (the "Merger"), the separate existence of InterVideo-California shall cease, InterVideo-Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be InterVideo, Inc.

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FROM : INTERVIDEO

1.2 **Filing and Effectiveness.** The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and the Merger shall have been adopted and approved by the shareholders or stockholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

(d) An executed Agreement and Plan of Merger or an executed counterpart of this Agreement meeting the requirements of the California Corporation Law shall have been filed with the Secretary of State of the State of California.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of InterVideo-California shall cease, and InterVideo-Delaware, as the Surviving Corporation: (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger; (ii) shall be subject to all actions previously taken by its and InterVideo-California's Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of InterVideo-California in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of InterVideo-California in the same manner as if InterVideo-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporation Law.

II

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Certificate of Incorporation.** The Amended and Restated Certificate of Incorporation of InterVideo-Delaware as in effect immediately prior to the Effective Date of the Merger shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 **Bylaws.** The Bylaws of InterVideo-Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 **Directors and Officers.** The directors and officers of InterVideo-California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III

MANNER OF CONVERSION OF STOCK

3.1 InterVideo-California Common Stock. Upon the Effective Date of the Merger, each share of InterVideo-California Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for .44 (the "Per Share Stock Amount") fully paid and nonassessable share of Common Stock, \$0.001 par value, of the Surviving Corporation.

3.2 InterVideo-California Preferred Stock. Upon the Effective Date of the Merger, each share of InterVideo-California Preferred Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one (1) fully paid and nonassessable share of the same Series of Preferred Stock, \$0.001 par value, of the Surviving Corporation.

3.3 InterVideo-California Options and Stock Purchase Rights. Upon the Effective Date of the Merger, the Surviving Corporation shall assume and continue the 1998 Stock Plan, the 2002 Stock Option Plan and the 2002 Employee Stock Purchase Plan and all options issued thereunder. Each option so assumed shall continue to have, and be subject to, the same terms and conditions set forth in the applicable option plan and/or as provided in the respective option agreements (including, without limitation, any vesting schedule or repurchase rights), except as follows:

(i) each outstanding and unexercised option convertible into InterVideo-California Common Stock shall become an option exercisable (subject to such options vesting schedule) for that number of whole shares of Common Stock of the Surviving Corporation equal to (x) the number of shares of InterVideo-California stock that were subject to such option immediately prior to the Effective Date multiplied by (y) the Per Share Stock Amount, rounded down to the nearest whole number of shares of Common Stock of the Surviving Corporation, and

(ii) the per share exercise price for the shares of the Surviving Corporation Common Stock issuable upon exercise of such assumed option will be equal to (x) the exercise price per share of InterVideo-California Common Stock at which such option was exercisable immediately prior to the Effective Date divided by (y) the Per Share Stock Amount, rounded to the nearest whole cent, with \$.05 being rounded up to the nearest whole cent.

A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options equal to the number of shares of InterVideo-California Common Stock so reserved immediately prior to the Effective Date of the Merger multiplied by the Per Share Stock Amount.

3.4 InterVideo-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of InterVideo-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by InterVideo-Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of InterVideo-California capital stock may, at such shareholder's option, surrender the same for cancellation to the exchange agent designated by the Surviving Corporation (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and Series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so

surrendered, each outstanding certificate theretofore representing shares of InterVideo-California capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and Series of the Surviving Corporation's capital stock into which such shares of InterVideo-California capital stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of InterVideo-California so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of InterVideo-Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of InterVideo-Delaware that such tax has been paid or is not payable.

3.6 Fractional Shares. No fractional share of InterVideo-Delaware Common Stock shall be issued in connection with the Merger. However, in lieu thereof, each InterVideo-California shareholder who would otherwise be entitled to receive a fraction of a share of Common Stock of the InterVideo-Delaware (after aggregating all fractional shares of Common Stock of InterVideo-Delaware to be received by each holder) will be entitled to receive from InterVideo-Delaware an amount of cash equal to the product obtained by multiplying (x) the then fair market value per share of InterVideo-Delaware Common Stock, as determined by the Board of Directors of InterVideo-Delaware, by (y) the fraction of a share of InterVideo-Delaware Common Stock that such holder would otherwise have been entitled to receive.

IV

GENERAL

4.1 Covenants of InterVideo-Delaware. InterVideo-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

- (a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California Corporation Law;
- (b) File any and all documents with the California Franchise Tax Board necessary for the assumption by InterVideo-Delaware of all of the franchise tax liabilities of InterVideo-California; and
- (c) Take such other actions as may be required by the California Corporation Law.

4.2 **Further Assurances.** From time to time, as and when required by InterVideo-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of InterVideo-California such deeds and other instruments, and there shall be taken or caused to be taken by InterVideo-Delaware and InterVideo-California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by InterVideo-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of InterVideo-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of InterVideo-Delaware are fully authorized in the name and on behalf of InterVideo-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 **Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either InterVideo-California or InterVideo-Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of InterVideo-California or by the sole stockholder of InterVideo-Delaware, or by both.

4.4 **Amendment.** The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or stockholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or Series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would materially adversely affect the holders of any class of shares or Series thereof of such Constituent Corporation.

4.5 **Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, Delaware 19801, County of New Castle, and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 47350 Fremont Boulevard, Fremont, California 94538 and copies thereof will be furnished to any shareholder or stockholder of either constituent Corporation, upon request and without cost.


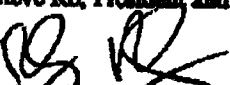
4.7 **Governing Law.** This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California Corporation Law.

4.8 **Counterparts.** In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

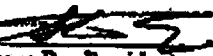
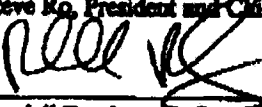
* * *

IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of InterVideo-Delaware and InterVideo-California, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

InterVideo, Inc.,
a Delaware corporation

By: 
Steve Ro, President and Chief Executive Officer

Randall Bambrough, Secretary

InterVideo, Inc.,
a California corporation

By: 
Steve Ro, President and Chief Executive Officer

Randall Bambrough, Secretary

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FROM : INTERVIDEO

PATENT

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InterVideo, Inc.
(Delaware Corporation)

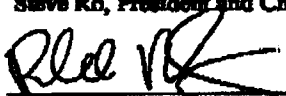
OFFICERS' CERTIFICATE

Steve Ro and Randall Bambrough certify that:

1. They are the President and Chief Executive Officer and the Secretary, respectively, of InterVideo, Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has an authorized capital of 38,000,000 shares, \$0.001 per value, of which 25,000,000 shares are designated "Common Stock" and 13,000,000 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 5,000,000 shares are designated Series A Preferred Stock, 1,000,000 shares are designated Series B Preferred Stock, 2,000,000 shares are designated Series C Preferred and 5,000,000 shares are designated Series D Preferred Stock.
3. There were 100 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement").
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of 100% of the outstanding shares of Common Stock of InterVideo-Delaware.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.
6. Steve Ro and Randall Bambrough further declare under penalty of perjury under the laws of the State of California and Delaware that the matters set forth in this certificate are true and correct of their own knowledge.

Executed in Fremont, California on May 3, 2002.


Steve Ro, President and Chief Executive Officer


Randall Bambrough, Secretary

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FAX NO. : 5186516668

FROM : INTERVIDEO

InterVideo, Inc.
(California Corporation)

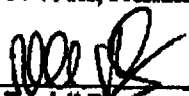
OFFICERS' CERTIFICATE

Steve Ro and Randall Bambrugh certify that:

1. They are the President and Chief Executive Officer and the Secretary, respectively, of InterVideo, Inc., a corporation organized under the laws of the State of California.
2. The corporation has an authorized capital of 38,000,000 shares, no par value, of which 25,000,000 shares are designated "Common Stock" and 13,000,000 shares are designated "Preferred Stock." Of the authorized shares of Preferred Stock, 5,000,000 shares are designated Series A Preferred Stock, 1,000,000 shares are designated Series B Preferred Stock, 2,000,000 shares are designated Series C Preferred and 5,000,000 shares are designated Series D Preferred Stock.
3. There were 4,859,711 shares of Common Stock, 5,000,000 shares of Series A Preferred Stock, 1,000,000 shares of Series B Preferred Stock, 2,000,000 shares of Series C Preferred Stock and 4,838,750 shares of Series D Preferred Stock issued and outstanding as of the date of the shareholders' written consent approving the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). All shares of Common Stock and Preferred Stock outstanding were entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of each class of stock which equaled or exceeded the vote required.
5. The percentage vote required was (i) greater than 50% of the votes entitled to be cast by holders of Common Stock, voting together as a class, and (ii) greater than 50% of the votes entitled to be cast by the holders of the Series A, B, C, and D Preferred Stock, voting together as a class.
6. Steve Ro and Randall Bambrugh further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Executed in Fremont, California on May 2, 2002.


Steve Ro, President and Chief Executive Officer


Randall Bambrugh, Secretary

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FROM : INTERVIDEO

PATENT

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