

06-23-2008

FORM PTO-1595

(Rev. 3/01)

OMD NO. 0651-0011 exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

103509799

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

1. Name of conveying party(ies):

Synplicity, Inc.
a California corporation

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

3. Nature of Conveyance

☐ Assignment☐ Security Agreement☐ Other:☒ Merger☐ Change of Name

Execution Date(s): 05/15/2008

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

Name: Synopsys, Inc., a Delaware corporation

Internal Address:

Street Address: 700 E. Middlefield Road

City: Mountain View State/Province: California

Zip: 94043 Country: United States of America

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

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

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

A. Patent Application No.(s)

11/842,911 11/847,277 12/053,453

12/069,206 60/244,784 60/360,627

60/372,211 60/387,261 60/388,010

60/388,492 60/399,760 60/411,564

60/452,314 60/475,059 60/530,108

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

James C. Scheller, Jr.

Name: Blakely, Sokoloff, Taylor & Zafman LLP

Internal Address:

Street Address: 1279 Oakmead Parkway

City: Sunnyvale State: California Zip: 94085

6. Total number of applications and patents involved: 15

7. Total Fee (37 CFR 3.41.....\$600.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit Account Number: 02-2666

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

James C. Scheller, Jr. #31,195

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 18

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignments, Director of the United States Patent and Trademark Office, P.O. Box 1450,
Alexandria, VA 22313-1450

Atty Docket No. 02986.G056

01 FC:8821

600.00 OP

PATENT
REEL: 021145 FRAME: 0330

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 12 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 15 2008

DEBRA BOWEN
Secretary of State

AGREEMENT OF MERGER
OF
ST. ANDREWS ACQUISITION CORP.
AND SYNPLICITY, INC.

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

MAY 15 2008

This AGREEMENT OF MERGER (this "**Agreement**") is made and entered into as of May 15, 2008, by and between St. Andrews Acquisition Corp., a California corporation ("**Sub**") and a wholly owned subsidiary of Synopsys, Inc., a Delaware corporation ("**Parent**"), and Synplicity, Inc., a California corporation (the "**Company**").

RECITALS

A. Parent, Sub and Company have entered into an Agreement and Plan of Merger dated March 20, 2008 (the "**Merger Agreement**"), providing for certain representations, warranties, covenants, agreements, indemnities and other matters in connection with the transactions contemplated hereby. This Agreement and the Merger Agreement are intended to be construed together to effectuate their purpose.

B. The Boards of Directors of the Company and Sub have determined that it would be advisable and in the best interests of the security holders of their respective companies that Sub merge with and into the Company, with the Company continuing as the surviving corporation and becoming a wholly owned subsidiary of Parent (the "**Merger**").

C. The Boards of Directors and the shareholders of each of the Company and Sub have approved the Merger Agreement, this Agreement and the Merger.

AGREEMENT

The parties hereto hereby agree as follows:

1. Definitions.

"**Agreement Date**" means March 20, 2008.

"**Closing**" means the closing of the Merger.

"**Closing Date**" means the date on which the Closing occurs.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Company Board**" means the Board of Director of the Company.

"**Company Common Stock**" means the common stock, no par value, of the Company.

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

"Company Option Plans" means all stock option plans, programs, agreements or arrangements of the Company, collectively, including the Company's 1995 Stock Option Plan, 2000 Stock Option Plan, 2000 Director Option Plan and any other non-plan option grant, agreement or arrangement with respect to the Company Common Stock, in each case as amended.

"Company RSUs" means the restricted stock units of the Company issued under the Company Option Plans, whereby each restricted stock unit represents a bookkeeping entry representing the equivalent of one share of Company Common Stock.

"Contract" means any written or oral legally binding contract, agreement, instrument, commitment, or obligation or undertaking, including without limitation, any lease, sublease, subcontract, indenture, mortgage, note, option, warranty, guarantee, purchase order, license, sublicense, insurance policy, and benefit plan, as of the Agreement Date or as may hereafter be in effect.

"Dissenting Shareholder" means any shareholder of the Company who has duly demanded the Company to purchase such shareholder's shares of Company Common Stock in accordance with the provisions of Chapter 13 of the CGCL in connection with the Merger.

"Dissenting Shares" means any shares of Company Common Stock that are issued and outstanding immediately prior to the Effective Time and in respect of which dissenters' rights shall have been perfected in accordance with the CGCL in connection with the Merger.

"Governmental Entity" shall mean any supranational, national, state, municipal, local or foreign government, any court, tribunal, administrative agency, commission or other governmental official, authority or instrumentality, in each case whether domestic or foreign, any stock exchange, or any Tax authority.

"Judgment" means any judgment, ruling, writ, decree, award, charge, injunction or order.

"Legal Requirements" means with respect to any Person, any federal, state, foreign, local, municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, permit, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity and any Judgments applicable to such Person or its Subsidiaries, their business or any of their respective assets or properties.

"Option Exchange Ratio" means the quotient obtained by dividing the Per-Share Cash Amount by the Parent Stock Price.

"Parent Common Stock" means the common stock, par value \$0.01 per share, of Parent.

"Parent Stock Price" means the average of the closing sale prices for a share of Parent Common Stock as quoted on the NASDAQ Global Market for the ten consecutive trading days ending with the third trading day that precedes the Closing Date.

"Paying Agent" means U.S. Bank National Association or such other agent or agents as may be agreed by the parties and appointed by Parent.

"Per-Share Cash Amount" means \$8.00 per share of Company Common Stock.

"Person" means any natural person, company, corporation, limited liability company, general partnership, limited partnership, trust, proprietorship, joint venture, business organization or Governmental Entity.

"Subsidiary" means any corporation, association, business entity, partnership, limited liability company or other Person of which the Company, either alone or together with one or more Subsidiaries or by one or more other Subsidiaries (i) directly or indirectly owns or controls securities or other interests representing more than 50% of the voting power of such Person, or (ii) is entitled, by Contract or otherwise, to elect, appoint or designate directors constituting a majority of the members of such Person's board of directors or other governing body.

"Tax" and **"Taxes"** mean all (i) income, gains, franchise, excise, property, sales, use, employment, license, payroll, services, occupation, recording, value added or transfer taxes, governmental charges, fees, levies, assessments that are in the nature of a tax 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, (ii) liability for the payment of any amounts of the types described in clause (i) as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate group and (iii) liability for the payment of any amounts as a result of an express or implied obligation to indemnify any other person with respect to the payment of any amounts of the type described in clause (i) or (ii).

2. **The Merger.** At the Effective Time (as defined in Section 3 below), on the terms and subject to the conditions set forth in this Agreement, the Merger Agreement and the applicable provisions of the California General Corporation Law of the State of California, as amended (the "**CGCL**"), Sub shall merge with and into the Company, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation. The Company, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "**Surviving Corporation**."

3. **Effective Time.** At the Closing, Sub and the Company shall cause this Agreement, together with the officers' certificates of Sub and the Company, to be filed with the Secretary of State of the State of California, in accordance with the relevant provisions of the CGCL and the Merger shall be effective upon the later of (i) the filing of the Agreement by the Secretary of State of the State of California or (ii) 2:00 p.m., Pacific Daylight Time on May 15, 2008 (the "**Effective Time**").

4. **Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Merger Agreement, and the applicable provisions of the CGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the separate existence of the Company and Sub shall cease and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of each of the Company and Sub and shall be subject to all the debts and liabilities of each in the same manner as if the Surviving Corporation had itself incurred them.

5. **Effect on Common Stock.** On the terms and subject to the conditions set forth in this Agreement, and without any action on the part of any holder of Company Common Stock:

(a) At the Effective Time, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than Dissenting Shares and shares canceled pursuant to Section 5(c)) shall be converted into the right to receive an amount of cash equal to the Per-Share Cash Amount, without interest. As of the Effective Time, all such shares of Company Common Stock shall automatically be cancelled and no longer deemed outstanding, and the holders thereof shall not have any rights with respect thereto, except the right to receive the Per-Share Cash Amount, without interest, upon surrender of certificate or certificates evidencing the Company Common

Stock (the "Certificates"). The amount of cash each such holder is entitled to receive for the shares of Company Common Stock held by such holder shall be rounded to the nearest cent and computed after aggregating cash amounts for all shares of Company Common Stock held by such holder.

(b) At the Effective Time, each share of capital stock of Sub that is issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger and without further action on the part of Parent, be converted into and become one share of common stock of the Surviving Corporation (and the shares of Surviving Corporation into which the shares of Sub capital stock are so converted shall be the only shares of the Surviving Corporation's capital stock that are issued and outstanding immediately after the Effective Time). Each certificate evidencing ownership of shares of Sub common stock will evidence ownership of such shares of common stock of the Surviving Corporation.

(c) At the Effective Time, each share of Company Common Stock owned by Parent or any direct or indirect wholly owned subsidiary of the Company or Parent immediately prior to the Effective Time, shall be canceled and extinguished without any conversion thereof.

(d) In the event of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into capital stock), reorganization, reclassification, combination, recapitalization or other like change with respect to the Company Common Stock or Parent Common Stock occurring after the Agreement Date and prior to the Effective Time, all references in this Agreement to specified numbers of shares of any class or series affected thereby, and all calculations provided for that are based upon numbers of shares of any class or series (or trading prices therefor) affected thereby, shall be equitably adjusted to the extent necessary to provide the parties the same economic effect as contemplated by this Agreement prior to such stock split, reverse stock split, stock dividend, reorganization, reclassification, combination, recapitalization or other like changes.

6. Effect on Company Options; and Company RSUs.

(a) Company Options. Except as described below in Sections 6(a)(i), (ii) and (iii), on the terms and subject to the conditions set forth in this Agreement, at the Effective Time, each Company Option (other than 1995 Plan Options (except, and for the sake of clarity, to the extent such Company Options issued under the 1995 Stock Option Plan have an exercise price equal to the Per-Share Cash Amount, which Company Options are being assumed pursuant to the terms and conditions of this Section 6(a)), Director Options and Non-Plan Options), whether vested or unvested, that is unexpired, unexercised and outstanding immediately prior to the Effective Time shall be assumed and converted by Parent in accordance with this Section 6(a). Each such Company Option so assumed by Parent under this Agreement shall continue to have, and be subject to, the same terms and conditions (including, if applicable, the vesting arrangements and other terms and conditions set forth in the Company Option Plan that such Company Option was granted under and the applicable stock option agreement) as are in effect immediately prior to the Effective Time, except that (A) such Company Option shall be exercisable for that number of whole shares of Parent Common Stock equal to the product (rounded down to the next whole number of shares of Parent Common Stock, with no cash being payable for any fractional share eliminated by such rounding) of the number of shares of Company Common Stock that were issuable upon exercise of such Company Option immediately prior to the Effective Time and the Option Exchange Ratio, (B) the per share exercise price for the shares of Parent Common Stock issuable upon exercise of such assumed Company Option shall be equal to the quotient (rounded up to the next whole cent) obtained by dividing the exercise price per share of Company Common Stock at which such Company Option was exercisable immediately prior to the Effective Time by the Option Exchange Ratio, (C) no assumed Company Option may be "early exercised" (i.e., an assumed Company Option may be exercised for shares of Parent Common Stock only to the extent such assumed Company Option is vested at the

time of exercise pursuant to the applicable vesting schedule), and (D) Parent's board of directors or a committee thereof shall succeed to the authority of the Company Board or any committee thereof with respect to the Company Options and Company Option Plans. It is the intent of the parties that to the extent permitted by applicable Legal Requirements, all assumed Company Options in respect of Company Options that prior to the Effective Time were treated as incentive or non-qualified stock options under the Code shall from and after the Effective Time continue to be treated as incentive or non-qualified stock options, respectively, under the Code. The Merger shall not terminate any of the outstanding Company Options under the Company Option Plans or accelerate the exercisability or vesting of such Company Options or the shares of Parent Common Stock which shall be subject to those Company Options upon Parent's assumption of such Company Options in the Merger. Promptly after the Closing Date, Parent shall issue to each Person who immediately prior to the Effective Time was a holder of an outstanding Company Option a document evidencing the foregoing assumption of such Company Option by Parent.

(i) Each Company Option granted under the Company 1995 Stock Option Plan that is unexpired, unexercised and outstanding immediately prior to the Effective Time and that has an exercise price per share that is less than the Per-Share Cash Amount (the "**1995 Cash-Out Options**") shall, by virtue of the Merger and without the need for any further action on the part of Parent, Sub, the Company or the holder thereof, be cancelled and converted into and represent the right to receive an amount in cash, without interest, with respect to each share of Company Common Stock subject thereto, equal to the excess, if any, of the Per-Share Cash Amount over the per share exercise price of such 1995 Cash-Out Option (the "**1995 Plan Option Consideration**"). The payment of the 1995 Plan Option Consideration shall be subject to withholdings for all applicable Taxes. The amount of cash each holder of 1995 Cash-Out Options is entitled to receive for the 1995 Cash-Out Options held by such holder shall be rounded to the nearest cent and computed after aggregating cash amounts for all 1995 Cash-Out Options held by such holder. As soon as practicable following the Closing, Parent shall pay, or shall cause the Paying Agent to pay each holder of 1995 Cash-Out Options the cash (less any applicable Taxes required to be deducted and withheld) required to be paid to such holder pursuant to this Section 6(a)(i). Each Company Option granted under the 1995 Stock Option Plan that is unexpired, unexercised and outstanding immediately prior to the Effective Time and has an exercise price per share that is greater than the Per-Share Cash Amount (the "**1995 Out-of-the-Money Options**") and together with the 1995 Cash-Out Options, the "**1995 Plan Options**") shall, by virtue of the Merger and without the need for any further action on the part of Parent, Sub, the Company or the holder thereof, be cancelled and extinguished.

(ii) No Company Option granted under the Company's 2000 Director Option Plan (the "**Director Options**") shall be assumed by Parent and each such Director Option that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any further action on the part of Parent, Sub, the Company or the holder thereof, other than the Company delivering notices required pursuant to the 2000 Director Option Plan and the holder thereof acknowledging such treatment, be cancelled and converted into and represent the right to receive an amount in cash, without interest, with respect to each share of Company Common Stock subject thereto, equal to the excess, if any, of the Per-Share Cash Amount over the per share exercise price of such Director Option (the "**Director Option Consideration**"). The payment of the Director Option Consideration shall be subject to withholdings for all applicable Taxes. The amount of cash each holder of Director Options is entitled to receive for the Director Options held by such holder shall be rounded to the nearest cent and computed after aggregating cash amounts for all Director Options held by such holder. As soon as practicable following the Closing, Parent shall pay, or shall cause the Paying Agent to pay each holder of Director Options the cash (less any applicable Taxes required to be deducted and withheld) required to be paid to such holder pursuant to this Section 6(a)(ii).

(iii) No Company Option granted outside the Company's 1995 Stock Option Plan, 2000 Stock Option Plan and 2000 Director Option Plan (the "**Non-Plan Options**") shall be assumed by Parent and each such Non-Plan Option that is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without the need for any further action on the part of Parent, Sub, the Company or the holder thereof, be cancelled and converted into and represent the right to receive an amount in cash, without interest, with respect to each share of Company Common Stock subject thereto, equal to the excess, if any, of the Per-Share Cash Amount over the per share exercise price of such Non-Plan Option (the "**Non-Plan Option Consideration**"). The payment of the Non-Plan Option Consideration shall be subject to withholdings for all applicable Taxes. The amount of cash each holder of Non-Plan Options is entitled to receive for the Non-Plan Options held by such holder shall be rounded to the nearest cent and computed after aggregating cash amounts for all Non-Plan Options held by such holder. As soon as practicable following the Closing, Parent shall pay, or shall cause the Paying Agent to pay each holder of Non-Plan Options the cash (less any applicable Taxes required to be deducted and withheld) required to be paid to such holder pursuant to this Section 6(a)(iii).

(b) Company RSUs. At the Effective Time, each Company RSU that is unexpired, unexercised and outstanding as of the Effective Time, whether vested or unvested, shall, on the terms and subject to the conditions set forth in this Agreement, be assumed by Parent in accordance with this Section 6(b). Each such Company RSU so assumed by Parent under this Agreement shall continue to have, and be subject to, the same terms and conditions (including, if applicable, the vesting arrangements and other terms and conditions set forth in the applicable Company Option Plan that such Company RSU was granted under and the applicable stock unit agreement) as are in effect immediately prior to the Effective Time, except that such Company RSU shall represent that number of whole shares of Parent Common Stock equal to the product (rounded down to the next whole number of shares of Parent Common Stock, with no cash being payable for any fractional share eliminated by such rounding) of the number of shares of Company Common Stock that represented such Company RSU immediately prior to the Effective Time and the Option Exchange Ratio. Consistent with the terms of the applicable Company Option Plan and the documents governing the outstanding Company RSUs under such plan as in effect on the date hereof, the Merger shall not terminate any of the outstanding Company RSUs under such plan or accelerate the exercisability or vesting of such Company RSUs or the shares of Parent Common Stock which shall be subject to those Company RSUs upon Parent's assumption of such Company RSUs in the Merger. Promptly after the Closing Date, Parent shall issue to each Person who immediately prior to the Effective Time was a holder of an outstanding Company RSU a document evidencing the foregoing assumption of such Company RSU by Parent.

7. Dissenters' Rights. Notwithstanding anything contained herein to the contrary, any Dissenting Shares shall not be converted into or represent the right to receive the Per-Share Cash Amount provided for in Section 5(a), but instead shall be converted into the right to receive only such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the applicable provisions of the CGCL. At the Effective Time, such Dissenting Shares shall no longer be outstanding and shall automatically be cancelled and extinguished. Notwithstanding Section 5(a), in the event any Dissenting Shareholder shall have failed to perfect or shall have effectively withdrawn or lost such right to require the Company to so purchase the Dissenting Shares, the Dissenting Shares held by such Dissenting Shareholder shall no longer be Dissenting Shares and shall automatically be converted into and represent only the right to receive the Per-Share Cash Amount as provided in Section 5(a), without any interest thereon.

8. Withholding Rights. The Surviving Corporation shall be entitled to deduct and withhold from the cash otherwise deliverable under this Agreement, shares deliverable upon exercise of Company Options assumed by Parent pursuant to this Agreement, and from any other payments otherwise required pursuant to this Agreement, to any holder of any shares of Company Common Stock

or any Certificates, such amounts as the Surviving Corporation, Parent or the Paying Agent is required to deduct and withhold with respect to any such deliveries and payments under the Code, any provision of state, local, provincial or foreign Tax law, or pursuant to other applicable Judgments. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to such holders in respect of which such deduction and withholding was made.

9. Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in their entirety as set forth on Exhibit A hereto until thereafter amended as provided by law and such Articles of Incorporation.

10. Directors and Officers. At the Effective Time, the directors and officers of Sub, as constituted immediately prior to the Effective Time, shall be the directors and officers of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified.

11. Miscellaneous.

(a) Notwithstanding the approval of this Agreement by the shareholders of the Company, prior to the Effective Time, this Agreement shall terminate forthwith in the event that the Merger Agreement shall be terminated prior to the Effective Time as therein provided. This Agreement may be terminated prior to the Effective Time by the mutual consent of the Boards of Directors of the Company and Parent (or a duly authorized committee thereof).

(b) In the event of the termination of this Agreement prior to the Effective Time as provided above, this Agreement shall forthwith become void and there shall be no liability on the part of the Company or Parent or their respective officers or directors, except as otherwise provided in the Merger Agreement.

(c) The Merger Agreement and this Agreement are intended to be construed together in order to effectuate their purposes.

(d) After the Effective Time, the Surviving Corporation and its officers and directors may execute and deliver such deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to the Company's property and rights in the Surviving Corporation and otherwise to carry out the purposes of the Merger Agreement and this Agreement in the name of the Company or otherwise.

(e) No party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

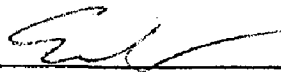
(g) Prior to the Effective Time, the Boards of Directors of the Company and Sub may cause this Agreement to be amended any time before or after approval hereof by the shareholders of the Company, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such further approval.

(h) 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 conflicts of laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ST. ANDREWS ACQUISITION CORP.

By: 
Name: Erika Varga
Title: President, Chief Executive Officer and Secretary

SYNPLICITY, INC.

By: _____
Name: Gary Meyers
Title: President and Chief Executive Officer

By: _____
Name: John J. Hanlon
Title: Assistant Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ST. ANDREWS ACQUISITION CORP.

By: _____
Name: Erika Varga
Title: President, Chief Executive Officer and Secretary

SYNPLICITY, INC.

By: _____
Name: Gary Meyers
Title: President and Chief Executive Officer

By: _____
Name: John J. Hanlon
Title: Assistant Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

EXHIBIT A

ARTICLES OF INCORPORATION

AMENDED AND RESTATED ARTICLES OF INCORPORATION

**OF
SYNPPLICITY, INC.**

ARTICLE I

The name of the corporation is Synplicity, Inc.

ARTICLE II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Unless applicable law otherwise provides, any amendment, repeal or modification of this Article III shall not adversely affect any right of any director under this Article III that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE IV

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits on such excess indemnification set forth in Section 204 of the California Corporations Code. Unless applicable law otherwise provides, any amendment, repeal or modification of any provision of this Article IV shall not adversely affect any contract or other right to indemnification of any agent of the corporation that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE V

The corporation is authorized to issue only one class of shares of stock, which shall be designated "Common Stock" and which shall have no par value. The total number of shares of Common Stock the corporation is authorized to issue is One Thousand (1,000) shares.

22524/00214/SF/5225550.6

**PATENT
REEL: 021145 FRAME: 0343**

**OFFICERS' CERTIFICATE
OF
SYNPLICITY, INC.**

The undersigned, Gary Meyers, President and Chief Executive Officer, and John J. Hanlon, Assistant Secretary, of Synplicity, Inc., a California corporation (the "**Company**"), do hereby certify that:

1. They are the duly elected, acting and qualified President and Chief Executive Officer, and Assistant Secretary, respectively, of the Company.

2. The Agreement of Merger between St. Andrews Acquisition Corp., a California corporation ("**Sub**") and the Company, in the form attached to this Certificate (the "**Agreement of Merger**"), which provides for a statutory merger of Sub with and into the Company (the "**Merger**"), and the Merger, were duly approved by the Board of Directors of the Company in accordance with the CGCL.

3. The authorized capital stock of the Company consists solely of 100,000,000 shares of Company Common Stock and 10,000,000 shares of Company Preferred Stock. On the record date for the vote on the Merger and Agreement of Merger, there were: (i) 26,592,655 shares of Company Common Stock outstanding and entitled to vote on the Merger and Agreement of Merger; and (ii) no shares of Company Preferred Stock outstanding and entitled to vote on the Merger and Agreement of Merger.

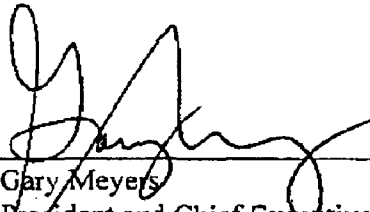
4. The percentage vote required to approve the Merger and the Agreement of Merger was the affirmative vote of a majority of the outstanding shares of Common Stock. The principal terms of the Merger and the Agreement of Merger were approved by the Company by a vote of a number of shares of Company Common Stock that equaled or exceeded the vote required.

[SIGNATURE PAGE FOLLOWS]

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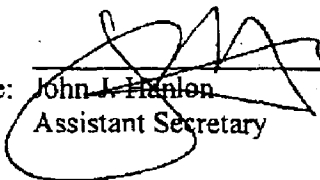
**PATENT
REEL: 021145 FRAME: 0344**

The undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true to his own knowledge. Executed at Sunnyvale, California, on May 15, 2008.

By: 

Name: Gary Meyers

Title: President and Chief Executive Officer

By: 

Name: John J. Hanlon

Title: Assistant Secretary

[SIGNATURE PAGE TO OFFICERS' CERTIFICATE OF SYNPLICITY, INC.]

**OFFICERS' CERTIFICATE
OF
ST. ANDREWS ACQUISITION CORP.**

The undersigned, Erika Varga, President, Chief Executive Officer and Secretary, of St. Andrews Acquisition Corp., a California corporation ("Sub"), does hereby certify that:

1. She is the duly elected, acting and qualified President, Chief Executive Officer and Secretary, of Sub.
2. The Agreement of Merger between Sub and Synplicity, Inc., a California corporation (the "**Company**"), in the form attached to this Certificate (the "**Agreement of Merger**"), which provides for a statutory merger of Sub with and into the Company (the "**Merger**"), was duly approved by the Board of Directors of Sub in accordance with the CGCL.
3. The authorized capital stock of Sub consists solely of 1,000 shares of Sub Common Stock. On the record date for the vote on the Merger and Agreement of Merger, there were 100 shares of Sub Common Stock outstanding and entitled to vote on the Merger and Agreement of Merger.
4. The percentage vote required to approve the Merger and the Agreement of Merger was the affirmative vote of a majority of the outstanding shares of Sub Common Stock. The principal terms of the Merger and the Agreement of Merger were approved by Sub by the vote of a number of shares of Sub Common Stock that equaled or exceeded the vote required.

[SIGNATURE PAGE FOLLOWS]

22524/00214/SF/5225550.6

The undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true to her own knowledge. Executed at Mountain View, California on May 15, 2008.

By: 
Name: Erika Varga
Title: President, Chief Executive Officer and Secretary

[SIGNATURE PAGE TO OFFICERS' CERTIFICATE OF ST. ANDREWS ACQUISITION CORP.]

