

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/01/2002
CONVEYING PARTY DATA	
Name	Execution Date
Silicon Light Machines	04/01/2002
RECEIVING PARTY DATA	
Name:	Silicon Light Machines Corporation
Street Address:	3939 North First Street
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10375422
Application Number:	10378027
CORRESPONDENCE DATA	
Fax Number:	(408)545-6911
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-240-4737
Email:	andb@cypress.com
Correspondent Name:	Silicon Light Machines Corporation
Address Line 1:	3939 North First Street
Address Line 4:	San Jose, CALIFORNIA 95134
NAME OF SUBMITTER:	Andrew J. Bateman
Total Attachments: 8 source=Merger docs (2)#page1.tif source=Merger docs (2)#page2.tif source=Merger docs (2)#page3.tif	

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**AGREEMENT AND PLAN OF MERGER OF
SILICON LIGHT MACHINES CORPORATION
(a Delaware corporation)
AND
SILICON LIGHT MACHINES
(a California corporation)**

THIS AGREEMENT AND PLAN OF MERGER, dated as of April __, 2002 (the "Agreement"), is made by and between Silicon Light Machines Corporation, a Delaware corporation ("SLM-Delaware"), and Silicon Light Machines, a California corporation ("SLM-California"). SLM-Delaware and SLM-California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. SLM-Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital of 1,000 shares of Common Stock, \$0.001 par value per share. Upon the Effective Date of the Merger (as defined below), SLM-Delaware will have authorized capital of 114,000,000 shares of Common Stock, \$0.001 par value per share, 52,000,000 shares of which will be designated as Class A Common Stock, 31,000,000 shares of which will be designated as Class B Common Stock, and 31,000,000 shares of which will be designated as Class C Common Stock, and 30,000,000 shares of Preferred Stock, \$0.001 par value per share, of which 30,000,000 will be designated as Series A Preferred Stock.

As of March 15, 2002, 1 share of Common Stock of SLM Delaware was issued and outstanding and held by Cypress Semiconductor Corporation, a Delaware corporation.

B. SLM-California is a corporation duly organized and existing under the laws of the State of California and has authorized capital of 114,000,000 shares of Common Stock, \$0.001 par value per share, 52,000,000 shares of which are designated as Class A Common Stock, 31,000,000 shares of which are designated as Class B Common Stock, and 31,000,000 shares of which are designated as Class C Common Stock, and 30,000,000 shares of Preferred Stock, \$0.001 par value per share, of which 30,000,000 are designated as Series A Preferred Stock. As of March 15, 2002, no shares of Class A Common Stock or Class C Common Stock were issued and outstanding, one share of Class B Common Stock was issued and outstanding, 30,000,000 shares of Series A Preferred Stock were issued and outstanding, 4,500,086 options to purchase Class A Common Stock were issued and outstanding and 1,867,783 rights to receive options to purchase shares of Class A Common Stock were issued and outstanding.

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

D. The respective Boards of Directors of SLM-Delaware and SLM-California, the sole shareholder of SLM-California and the sole stockholder of SLM-Delaware have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

AGREEMENT

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

1. MERGER

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

(b) Filing and Effectiveness. The Merger shall become effective when the following actions have been completed:

(i) An executed Certificate 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

(ii) An executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the California General 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."

(c) Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of SLM-California shall cease and SLM-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 SLM-California's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of SLM-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 SLM-California in the same manner as if SLM-Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

2. CHARTER DOCUMENTS AND DIRECTORS AND OFFICERS

(a) Certificate of Incorporation. The Restated Certificate of Incorporation in the form attached hereto as Exhibit A (the "Certificate of Incorporation") shall be the certificate of incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

(b) Bylaws. The Bylaws of SLM-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.

(c) Directors and Officers. The directors and officers of SLM-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.

3. MANNER OF CONVERSION OF STOCK

(a) SLM-California Common Stock. Upon the Effective Date of the Merger, (i) each share of Class B Common Stock of SLM-California 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 1 share of fully paid and nonassessable Class B Common Stock, \$0.001 par value per share, of the Surviving Corporation; and (ii) each share of Series A Preferred Stock of SLM-California 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 1 share of fully paid and nonassessable Series A Preferred Stock, \$0.001 par value per share, of the Surviving Corporation .

(b) Assumption of Options and Rights to Purchase SLM-California Class A Common Stock. Upon the Effective Date of the Merger, each outstanding option issued pursuant to SLM-California's 2001 Stock Plan (the "Stock Plan") and each outstanding right to receive an option under SLM-California's Stock Plan (collectively, the "Options"), whether vested or unvested, shall be assumed by SLM-Delaware in connection with the Merger. Each Option so assumed by SLM-Delaware under this Agreement shall continue to have, and be subject to, the same terms and conditions set forth in the Stock Plan and/or as provided in the respective option agreements or agreements with respect to the right to receive options immediately prior to the Effective Date of the Merger (including, without limitation, any vesting schedule or repurchase rights), and will represent an Option to purchase the same number of shares of Class A Common Stock of SLM-Delaware.

(c) SLM-Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$0.001 par value, of SLM-Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by SLM-Delaware, the holder of such shares or any other person, shall be canceled.

(d) Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of SLM-California Class B Common Stock or Series A Preferred Stock, may, at such stockholder's option, surrender the same for cancellation to SLM-Delaware, and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Class B Common Stock or Series A Preferred Stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of SLM-California Class Common Stock and Series A Preferred Stock shall be deemed for all purposes to represent the number of whole shares of the Surviving Corporation's Class B Common Stock or Series A Preferred Stock into which such shares of SLM-California Class B Common Stock or Series A Preferred Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation 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, 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 Class B Common Stock or Series A Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Class B Common Stock or Series A Preferred 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 SLM-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.

4. GENERAL

(a) Covenants of SLM-Delaware. SLM-Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

- (i) 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 General Corporation Law;
- (ii) File any and all documents with the appropriate tax authority of the State of California necessary for the assumption by SLM-Delaware of all of the corporate and/or franchise tax liabilities of SLM-California; and
- (iii) Take such other actions as may be required by the California General Corporation Law.

(b) Further Assurances. From time to time, as and when required by SLM-Delaware or by its successors or assigns, there shall be executed and delivered on behalf of SLM-California such deeds and other instruments, and there shall be taken or caused to be taken by SLM-

Delaware and SLM-California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by SLM-Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of SLM-California and otherwise to carry out the purposes of this Agreement, and the officers and directors of SLM-Delaware are fully authorized in the name and on behalf of SLM-California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

(c) 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 SLM-California or SLM-Delaware, or both, notwithstanding the approval of this Agreement by the sole shareholder of SLM-California or by the sole stockholder of SLM-Delaware, or by both.

(d) Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement 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 subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation, this Agreement shall not be amended except in compliance with the requirements of the California General Corporation Law and the Delaware General Corporation Law.

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

(f) Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 385 Moffett Park Drive, Suite 115, Sunnyvale, CA 94089 and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

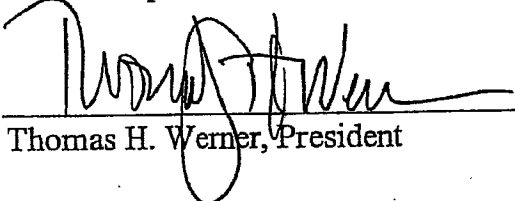
(g) Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and the provisions of the California General Corporation Law.

(h) 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.

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

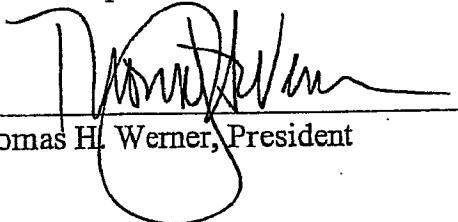
SILICON LIGHT MACHINES
CORPORATION
a Delaware corporation

By: 
Thomas H. Werner, President

ATTEST:

Emmanuel Hernandez, Secretary

SILICON LIGHT MACHINES
a California corporation

By: 
Thomas H. Werner, President

ATTEST:

Emmanuel Hernandez, Secretary

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

SILICON LIGHT MACHINES
CORPORATION
a Delaware corporation

By: _____
Thomas H. Werner, President

ATTEST:



Emmanuel Hernandez, Secretary

SILICON LIGHT MACHINES
a California corporation

By: _____
Thomas H. Werner, President

ATTEST:



Emmanuel Hernandez, Secretary

EXHIBIT A

RESTATED CERTIFICATE OF INCORPORATION