

**ASSIGNMENT RECORDATION COVER SHEET
-PATENTS ONLY-**

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies)
a) Silicon Canvas, Inc.
2. Name and address of receiving party(ies):
a) Name: ForteLink Inc.
b) Address: 42501 Albrae Street, Suite 202, Fremont, CA 94538

3. Nature of conveyance

<input type="checkbox"/>	Assignment	<input checked="" type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other _____	<input type="checkbox"/>	License Agreement

Execution Date: June 28, 2008

4. Application Number(s) or Patent Number(s): 11/725,188

The title of the (new) application is:

TIMING OF A CIRCUIT DESIGN

5. Please send all correspondence concerning this (these) documents to:

**Customer No. 21912
Van Pelt, Yi & James LLP
10050 N. Foothill Blvd,
Suite 200
Cupertino, CA 95014
408-973-2585**

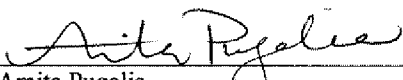
6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☐ Enclosed
- ☒ The USPTO is hereby authorized to charge the fee and any deficiencies to Deposit Account No. 50-0685 (Order No. NANOP001)

8. 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.

Date: Aug. 1, 2008


Amita Pugalia
Registration No. 57,367

A0678975



State of California
Secretary of State

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

That the attached transcript of 8 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

JUN 28 2008

DEBRA BOWEN
Secretary of State

A0678975

ENDORSED - FILED
In the office of the Secretary of State
of the State of California**AGREEMENT AND PLAN OF MERGER****JUN 27 2008**

THIS AGREEMENT AND PLAN OF MERGER (the "*Agreement*") is made and entered into this 27th day of June, 2008 between Silicon Canvas, Inc., a California corporation ("*Silicon Canvas*") and ForteLink Inc., a California corporation ("*ForteLink*"), in order to merge Silicon Canvas with and into ForteLink pursuant to Sections 1101, et al. of the California Corporations Code, with ForteLink to be the surviving entity of such merger.

**EFFECTIVE
DATE****JUL 01 2008****RECITALS**

A. Silicon Canvas is a wholly owned subsidiary of VCEDA Partners, Inc., a British Virgin Islands company ("*Parent*").

B. ForteLink is a wholly owned subsidiary of SpringSoft, Inc., a Taiwan corporation.

C. Pursuant to Sections 1101, et al. of the California Corporations Code, the constituent entities desire to consummate a merger in which Silicon Canvas will be merged with and into ForteLink, with ForteLink being the surviving entity of such merger and Silicon Canvas ceasing to exist as a separate corporate entity following such merger. Upon the consummation of such merger, the issued and outstanding shares of Silicon Canvas capital stock will be cancelled without the payment of any consideration therefor. By virtue of such merger, ForteLink will acquire all the assets and properties of Silicon Canvas and will assume all of the liabilities and obligations of Silicon Canvas.

D. ForteLink's business address is 42501 Albrae Street, Suite 202, Fremont, California 94538.

E. Silicon Canvas' business address is 2025 Gateway Place, Suite 205, San Jose, California 95110.

**ARTICLE 1
CERTAIN DEFINITIONS**

As used in this Agreement, the following terms will have the meanings set forth below:

1.1 The "*Merger*" means the statutory merger of Silicon Canvas with and into ForteLink to be effected pursuant to the terms and conditions of this Agreement and Sections 1101, et al. of the California Corporations Code, in which ForteLink will be the surviving entity of such merger and as a result of which, Silicon Canvas shall cease to exist.

1.2 The "*Effective Time*" means 9:01 a.m., Pacific Daylight Time on July 1, 2008, following the time and date of the filing with the California Secretary of State of this Agreement and its accompanying certificates of approval attached hereto.

Other capitalized terms defined elsewhere in this Agreement and not defined in this Article 1 will have the meanings assigned to such terms in this Agreement.

20676/00201/SF/5232832.1

**PATENT
REEL: 021347 FRAME: 0595**

ARTICLE 2 PLAN OF MERGER

2.1 Treatment of Shares.

2.1.1 No Effect on ForteLink Stock. At the Effective Time, each share of capital stock of ForteLink that is issued and outstanding immediately prior to the Effective Time will remain issued and outstanding and will be unchanged and unaffected by the Merger.

2.1.2 Cancellation of Silicon Canvas Stock. At the Effective Time, each share of Silicon Canvas capital stock that is issued and outstanding immediately prior to the Effective Time and is then owned by Parent will, by virtue of the Merger and without the need for any further action on the part of Parent, be cancelled without the payment of any consideration therefor.

2.2 Effects of the Merger. At and upon the Effective Time of the Merger:

(a) the separate existence of Silicon Canvas will cease and Silicon Canvas will be merged with and into ForteLink, and ForteLink will be the surviving entity of the Merger (the "*Surviving Corporation*") and assume all of Silicon Canvas' liabilities and obligations pursuant to the terms of this Agreement;

(b) each share of Silicon Canvas capital stock that is issued and outstanding immediately prior to the Effective Time will be cancelled without the payment of consideration therefor;

(c) the Merger will, from and after the Effective Time, have all of the effects provided by applicable law;

(d) the Articles of Incorporation of ForteLink, together with any amendments thereto, as in effect at the Effective Time shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation;

(e) the officers of ForteLink as of the Effective Time shall continue as the officers of the Surviving Corporation; and

(f) the directors of ForteLink as of the Effective Time shall continue as the directors of the Surviving Corporation.

[Signature Page Follows]

FAX 045 470 8891 ノバフロー (株)

003/005

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

FORTELINK INC.

By: 

Name: Ming Yang Wang

Title: President and Secretary

SILICON CANVAS, INC.

By: _____

Name: HauYung Chen

Title: President and Secretary

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER FOR THE
MERGER OF SILICON CANVAS INTO FORTELINK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

FORTELINK INC.

By: _____

Name: Ming Yang Wang

Title: President and Secretary

SILICON CANVAS, INC.

By:  _____

Name: Hau Yung Chen

Title: President and Secretary

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER FOR THE
MERGER OF SILICON CANVAS INTO FORTELINK]

**OFFICERS' CERTIFICATE
OF
FORTELINK INC.**

The undersigned, Ming Yang Wang, President and Secretary, of ForteLink Inc., a California corporation ("**ForteLink**"), does hereby certify that:

1. He is the duly elected, acting and qualified President and Secretary of ForteLink.

2. The Agreement and Plan of Merger in the form attached (the "**Agreement of Merger**") was entitled to be approved by the Board of Directors of ForteLink alone under the provisions of Section 1201 of the General Corporation Law of the State of California. No vote of the shareholders of ForteLink was required under the provisions of Section 1201 of the General Corporation Law of the State of California.

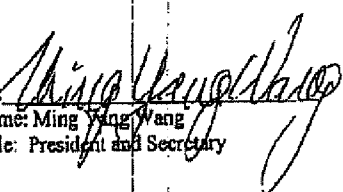
3. The Agreement of Merger was duly approved by the Board of Directors of ForteLink in accordance with the General Corporation Law of the State of California.

[Signature Page Next]

FAX 045 470 8891 / パフロー (株)

004/006

The undersigned declares under penalty of perjury that the statements contained
in the foregoing certificate are true to his own knowledge. Executed at Fremont, California on
June 27 2008.

By: 
Name: Ming Yang Wang
Title: President and Secretary

[SIGNATURE PAGE TO OFFICERS' CERTIFICATE OF FORTELINK, INC. FOR THE
MERGER OF SILICON CANVAS INTO FORTELINK]

**OFFICERS' CERTIFICATE
OF
SILICON CANVAS, INC.**

The undersigned, HauYung Chen, President and Secretary, of Silicon Canvas, Inc., a California corporation ("Silicon Canvas"), does hereby certify that:

1. He is the duly elected, acting and qualified President and Secretary of Silicon Canvas.

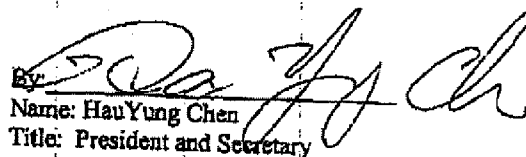
2. The Agreement and Plan of Merger in the form attached (the "Agreement of Merger") was duly approved by the Board of Directors of Silicon Canvas in accordance with the General Corporation Law of the State of Delaware.

3. There are two authorized classes of capital stock of Silicon Canvas, consisting of (a) 28,500,000 shares of Common Stock, no par value per share, and (b) 16,500,000 shares of Preferred Stock, of which 6,500,000 shares are designated as Series A Preferred Stock, no par value per share, and 10,000,000 shares are designated as Series B Preferred Stock, no par value per share. On the record date for the vote on the Agreement of Merger, there were 1,144,897 shares of Common Stock, 6,500,000 shares of Series A Preferred Stock and 8,166,667 shares of Series B Preferred Stock outstanding and entitled to vote on the Agreement of Merger.

4. The principal terms of the Agreement of Merger were approved by a vote of the issued and outstanding shares of each class and each series of Silicon Canvas' capital stock entitled to vote thereon which equaled the vote required. The voting percentage required to approve the Agreement of Merger was 100% of the outstanding shares of capital stock of Silicon Canvas.

[Signature Page Next]

The undersigned declares under penalty of perjury that the statements contained
in the foregoing certificate are true to his own knowledge. Executed at San Jose, California on
June 27, 2008.

By: 
Name: Hau Yung Chen
Title: President and Secretary

[SIGNATURE PAGE TO OFFICERS' CERTIFICATE OF SILICON CANVAS, INC. FOR THE
MERGER OF NANOVATA INTO SILICON CANVAS]



PATENT