

**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) ForteLink Inc.
- 2. Name and address of receiving party(ies):
a) Name: SpringSoft USA, Inc.
b) Address: 2025 Gateway Place, Suite 400, San Jose, CA, 95110

- 3. Nature of conveyance

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> License Agreement	
<input checked="" type="checkbox"/> Other: Merger and concurrent name change of surviving entity	

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

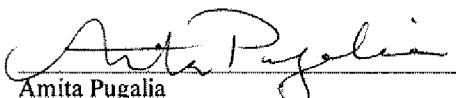
- 6. Total number of applications and patents involved: 1

- 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

CH \$40.00 500685 11725188

A0678976



State of California
Secretary of State

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

That the attached transcript of 11 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

DEBRA BOWEN
Secretary of State

A0678976

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 ForteLink Inc., a California corporation ("*ForteLink*") and Novas Software, Inc., a California corporation ("*Novas*"), in order to merge ForteLink with and into Novas pursuant to Sections 1101, et al. of the California Corporations Code, with Novas to be the surviving entity of such merger.

**EFFECTIVE
DATE**

JUL 01 2008

RECITALS

A. ForteLink and Novas are both wholly owned subsidiaries of SpringSoft, Inc., a Taiwan corporation ("*Parent*").

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

C. Novas' business address is 2025 Gateway Place, Suite 400, San Jose, California 95110.

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

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

1.2 The "*Effective Time*" means 9:02 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 I will have the meanings assigned to such terms in this Agreement.

20676/00201/SF/5232875.1

**PATENT
REEL: 021347 FRAME: 0605**

**ARTICLE 2
PLAN OF MERGER**

2.1 Treatment of Shares.

2.1.1 No Effect on Novas Stock. At the Effective Time, each share of capital stock of Novas 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 ForteLink Stock. At the Effective Time, each share of ForteLink 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 ForteLink will cease and ForteLink will be merged with and into Novas, and Novas will be the surviving entity of the Merger (the "*Surviving Corporation*") and assume all of ForteLink's liabilities and obligations pursuant to the terms of this Agreement;

(b) each share of ForteLink 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) at the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended and restated in their entirety as set forth in Exhibit "A" hereto, until thereafter amended in accordance with the CCC and as provided in such Articles of Incorporation;


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

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

[Signature Page Follows]

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

NOVAS SOFTWARE, INC.

By: 
Name: Scott Sandler
Title: President and Chief Executive Officer

By: _____
Name: Chris Soden
Title: Secretary

FORTELINK, INC.

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

**[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER FOR THE
MERGER OF FORTELINK INTO NOVAS]**

12:15PM HP LASERJET FAX

P. 2

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

NOVAS SOFTWARE, INC.

By: _____
Name: Scott Sandler
Title: President and Chief Executive Officer

By: Chris Soden
Name: Chris Soden
Title: Secretary

FORTELINK, INC.

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

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

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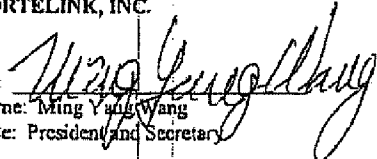
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

NOVAS SOFTWARE, INC.

By: _____
Name: Scott Sandler
Title: President and Chief Executive Officer

By: _____
Name: Chris Soden
Title: Secretary

FORTELINK, INC.

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

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER FOR THE
MERGER OF FORTELINK INTO NOVAS

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

NOVAS SOFTWARE, INC.

ARTICLE I.

The name of this Corporation is SPRINGSOFT USA, 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.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 10,000.

ARTICLE IV.

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law.

ARTICLE V.

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

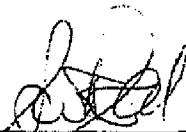
**OFFICERS' CERTIFICATE
OF
NOVAS SOFTWARE, INC.**

The undersigned, Scott Sandler, President and Chief Executive Officer, and Chris Soden, Secretary, of Novas Software, Inc., a California corporation ("Novas"), do hereby certify that:

1. They are the duly elected, acting and qualified President and Chief Executive Officer, and Secretary, respectively, of Novas.
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 Novas alone under the provisions of Section 1201 of the General Corporation Law of the State of California. No vote of the shareholders of Novas 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 Novas in accordance with the General Corporation Law of the State of California.

[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.



Name: Scott Sandler
Title: President and Chief Executive Officer

Name: Chris Soden
Title: Secretary


[SIGNATURE PAGE TO OFFICERS' CERTIFICATE OF NOVAS SOFTWARE, INC. FORMERLY
MERGER OF FORTELINK INTO NOVAS]

12:15PM HP LASERJET FAX

p. 3

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: Scott Sandler
Title: President and Chief Executive Officer

By:  _____
Name: Chris Soden
Title: Secretary

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

**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 duly approved by the Board of Directors of ForteLink in accordance with the General Corporation Law of the State of California.

3. There are two authorized classes of capital stock of ForteLink, consisting of (a) 60,000,000 shares of Common Stock, no par value per share, and (b) 20,000,000 shares of Preferred Stock, no par value per share. On the record date for the vote on the Agreement of Merger, there were 4,400,000 shares of Common 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 ForteLink's 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 ForteLink.

[Signature Page Next]

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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: *Ming Yan Wang*
Name: Ming Yan Wang
Title: President and Secretary

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

