

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/18/2007
CONVEYING PARTY DATA	
Name	Execution Date
ZIMAX Technologies, Inc.	12/18/2007
RECEIVING PARTY DATA	
Name:	ZTE (USA) Inc.
Street Address:	33 Wood Avenue South
Internal Address:	Suite 705
City:	Iselin
State/Country:	NEW JERSEY
Postal Code:	08830
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11835414
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(858) 678-5070
Email:	kzf@fr.com
Correspondent Name:	Bing Ai
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	14677-0055001
NAME OF SUBMITTER:	Kelly M. Smith
Total Attachments: 15	

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State of California
Secretary of State



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

That the attached transcript of 1 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

JAN - 2 2008

DEBRA BOWEN
Secretary of State

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

AGREEMENT OF MERGER

DEC 31 2007

This Agreement of Merger ("*Agreement*") is entered into as of December 18, 2007, by and between ZiMax Technologies, Inc., a California corporation (the "*Disappearing Corporation*"), and ZTE (USA) Inc., a New Jersey corporation (the "*Surviving Corporation*"). This Agreement is made with reference to the following facts and circumstances:

RECITALS:

- A. The Disappearing Corporation is corporation duly organized, validly existing and in good standing under the laws of the State of California, with its principal executive office located at 10105 Pacific Heights Boulevard, #250, San Diego, California 92121.
- B. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, with its principal executive office located at 33 Wood Avenue South, Suite 705, Iselin, New Jersey 08830.
- C. The Disappearing Corporation has only one class of stock with 5,379,745 shares outstanding and is a wholly owned subsidiary of the Surviving Corporation.
- D. The Disappearing Corporation will be merged with and into the Surviving Corporation. The merger contemplated by this Agreement is referred to herein as the "*Merger*."
- E. The Board of Directors of the Disappearing Corporation deem it to be in the best interests of the Disappearing Corporation and its shareholder that the Disappearing Corporation be merged with and into the Surviving Corporation in accordance with California Corporations Code Section 1100 et seq. The Board of Directors hereby adopt the plan of reorganization set forth in this Agreement as of the above date.
- F. The Board of Directors of the Surviving Corporation deem it to be in the best interests of the Surviving Corporation and its shareholder that the Disappearing Corporation be merged with and into the Surviving Corporation in accordance with the New Jersey Business Corporation Act Section 14A:10-5.1. The Board of Directors hereby adopt the plan of reorganization set forth in this Agreement as of the above date.
- G. The parties hereto now desire to enter into this Agreement, upon such terms and conditions as are hereinafter set forth, to provide for (i) the Merger of the Disappearing Corporation with and into the Surviving Corporation, and (ii) such other matters as the parties hereto deem appropriate.

AGREEMENT:

1. Merger. The Disappearing Corporation shall be merged with and into the Surviving Corporation, which shall survive the Merger. In connection therewith, the appropriate officers of the Surviving Corporation shall cause to be filed, with the offices of the Secretaries of State of the jurisdictions of the parties hereto, all required documents and any attachments

thereto, as prescribed by the laws of the jurisdictions, to effect the Merger contemplated by this Agreement.

2. Terms and Conditions of Merger. The separate existence of the Disappearing Corporation shall cease on the Effective Date (as defined below) of the Merger and the Surviving Corporation (i) shall succeed, without other transfer, act or deed to all of the rights and property, whether real or personal, or mixed, of the Disappearing Corporation and (ii) shall be subject to all of the debts and liabilities of the Disappearing Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon any property of the Disappearing Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Disappearing Corporation shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, provided that such liens upon the property of the Disappearing Corporation shall be limited to the property affected thereby immediately prior to the time the Merger is effective.

3. Conversion of Ownership Interests. By virtue of the Merger and without any action by any shareholder, upon the Effective Date (as defined below) all shares of the Disappearing Corporation outstanding immediately prior to the Effective Date (as defined below) shall be cancelled without consideration. The shares of the Surviving Corporation outstanding immediately prior to the Merger shall not be changed by reason of the Merger.

4. Assignment of Intellectual Property. As of the Effective Date, the Disappearing Corporation, for itself and its affiliates, transfers, grants, conveys, assigns, and relinquishes exclusively to Surviving Corporation, free and clear of all liens, claims, and interests, in perpetuity (or for the longest period of time otherwise permitted by law), all of Disappearing Corporation's and its affiliates' right, title and interest in and to any and all U.S. or foreign ideas, designs, concepts, techniques, inventions, discoveries, or improvements, whether or not patentable, but including patents, patent applications, trade secrets, and know-how, domain names, e-mail address designations, Uniform Resource Locators, websites, copyrights, trademarks, trade names, service marks, and business names, whether or not registered, and any and all other intellectual property, together with the goodwill of the business symbolized by the names (the "Intellectual Property"), the same to be held and enjoyed by the Surviving Corporation for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Disappearing Corporation if this assignment had not been made; together with all claims for damages by reason of past infringement of the Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives. The Disappearing Corporation hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. The Disappearing Corporation will assist the Surviving Corporation to the extent necessary to protect any of the Surviving Corporation's rights in the Intellectual Property, and the Surviving Corporation, if it so desires, may commence or prosecute any claims or suits in its own name or in the name of the Disappearing Corporation or join the Disappearing Corporation as a party thereto. Notwithstanding the foregoing, (a) both parties will reasonably cooperate with and assist the

other in protecting and defending the Intellectual Property and will promptly notify each other in writing of any infringements, claims or actions by others which come to such party's attention and of any contemplated actions in connection therewith and (b) Surviving Corporation will have the exclusive right to seek and obtain any available U.S. or foreign trademark, copyright, patent and/or domain name registrations with respect to the use of the trademarks, copyrights, patents and/or domain names in the U.S. and any foreign country.

5. Tax Treatment. This Agreement is intended as a liquidation under Section 332 of the Internal Revenue Code of 1986, as amended.

6. Governing Documents. The Surviving Corporation's Certificate of Incorporation in effect on the Effective Date (as defined below) shall continue to be its Certificate of Incorporation without change as a result of the Merger. The Surviving Corporation's Bylaws as in effect on the Effective Date (as defined below) shall continue to be its Bylaws without change as a result of the Merger.

7. Management. The Surviving Corporation's officers and directors shall continue and remain such after the Effective Date (as defined below) for the full unexpired terms of their respective offices, or until their successors have been duly elected or appointed and qualified.

8. Effective Date. Provided this Agreement is not abandoned, the effective date of Merger (the "*Effective Date*") shall be at the close of business on December 31, 2007.

9. Termination and Amendment. Any time prior to the Effective Date, this Merger may be abandoned without further obligation or liability by action of the Board of Directors of the Disappearing Corporation and Board of Directors of Surviving Corporation. The parties hereto may amend, modify or supplement this Agreement prior to the consummation of the Merger only by a written instrument executed by all of the parties hereto.

10. Records. The Surviving Corporation shall keep a copy of this Agreement at the office of the Surviving Corporation located at 33 Wood Avenue South, Suite 705, Iselin, New Jersey 08830. Upon the request of any shareholder of either the Disappearing Corporation or the Surviving Corporation, the Surviving Corporation shall promptly deliver to such shareholder, at the expense of the Surviving Corporation, a copy of this Agreement.

11. Further Acts. Each party hereto agrees to perform any further acts, and to execute and deliver (with acknowledgment, verification, and/or affidavit, if required) any further documents and instruments, as may be reasonably necessary or desirable to implement and/or accomplish the provisions of this Agreement and the transactions contemplated herein, including but not limited to the filing with or notification to any local, state, or federal regulatory agency, including any and all necessary or appropriate United States applications and/or continuances for trademark, copyright and/or domain name registration in order to protect all of the rights in any trademarks, copyrights and/or domain names the Disappearing Corporation may hold as of the Effective Date, and to assign all such rights to the Surviving Corporation.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, but all of which, taken together, shall constitute one and the same Agreement, binding on the parties hereto. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

13. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no other person or entity is entitled to rely upon or benefit from this Agreement or any term hereof.

14. Entire Agreement. This Agreement (including the Recitals) contain and constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings, if any, with respect thereto.

15. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, then such illegal or invalid terms or provisions shall not affect the other terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

16. Headings. The paragraph headings used in this Agreement are for reference purposes only, and are not intended to be used in construing this Agreement.

17. Enforcement. The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers, as of the above date.

Disappearing Corporation: ZiMax Technologies, Inc., a California corporation

By: Zhenge Sun
Zhenge Sun, President and Secretary

Surviving Corporation: ZTE (USA) Inc., a New Jersey corporation

By: Zhenge Sun
Zhenge Sun, Chief Executive Officer

By: Jie Chen
Jie Chen, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

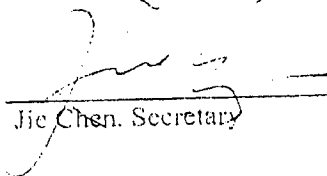
The undersigned certify that:

1. They are the Chief Executive Officer and the Secretary, respectively, of ZTE (USA) Inc., a New Jersey corporation.
2. The Agreement of Merger in the form attached hereto was duly approved by the Board of Directors and sole shareholder of the Corporation, which equaled or exceeded the vote required.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 2,500.

We 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 our own knowledge.

Date: December 18, 2007


Zhengge Sun, Chief Executive Officer


Jie Chen, Secretary

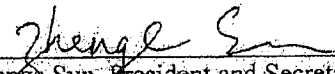
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

The undersigned certifies that:

1. He is the President and the Secretary of ZiMax Technologies, Inc., a California corporation.
2. The Agreement of Merger in the form attached hereto was duly approved by the Board of Directors and sole shareholder of the Corporation, which equaled or exceeded the vote required.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 5,379,745.

I 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 my own knowledge.

Date: December 18, 2007


Zheng Sun, President and Secretary

687367.01/SD/Z9510-003



SEE REVERSE FOR RESTRICTIVE LEGENDS

Number: CS-2

5,379,745 Shares

ZIMAX TECHNOLOGIES, INC.

A California Corporation

THIS CERTIFIES THAT ZTE (USA) Inc. is the record holder of 5,379,745 shares of Common Stock of ZIMAX Technologies, Inc., transferable only on the books of the Corporation by the holder, in person or by duly authorized attorney, upon surrender of this stock certificate properly endorsed or assigned.

This stock certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Articles of Incorporation and the Bylaws of the Corporation, and any amendments thereto, a copy of each of which is on file at the offices of the Corporation and made a part hereof as fully as though the provisions of the Articles of Incorporation and the Bylaws were imprinted in full on this stock certificate, all of which to the holder of this stock certificate, by acceptance of this stock certificate, assents.

The Corporation will furnish without charge to each stockholder who so requests, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series of the shares represented hereby and the qualifications, limitations or restrictions of such preferences and/or rights.

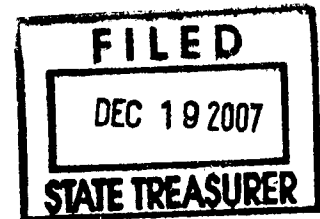
This stock certificate has been issued as of January 31, 2006.



Weimin Zhu, President



Jianping Jiang, Secretary



AGREEMENT OF MERGER

This Agreement of Merger ("*Agreement*") is entered into as of December 18, 2007, by and between ZiMax Technologies, Inc., a California corporation (the "*Disappearing Corporation*"), and ZTE (USA) Inc., a New Jersey corporation (the "*Surviving Corporation*"). This Agreement is made with reference to the following facts and circumstances:

RECITALS:

- A. The Disappearing Corporation is corporation duly organized, validly existing and in good standing under the laws of the State of California, with its principal executive office located at 10105 Pacific Heights Boulevard, #250, San Diego, California 92121.
- B. The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, with its principal executive office located at 33 Wood Avenue South, Suite 705, Iselin, New Jersey 08830.
- C. The Disappearing Corporation has only one class of stock with 5,379,745 shares outstanding and is a wholly owned subsidiary of the Surviving Corporation.
- D. The Disappearing Corporation will be merged with and into the Surviving Corporation. The merger contemplated by this Agreement is referred to herein as the "*Merger*."
- E. The Board of Directors of the Disappearing Corporation deem it to be in the best interests of the Disappearing Corporation and its shareholder that the Disappearing Corporation be merged with and into the Surviving Corporation in accordance with California Corporations Code Section 1100 et seq. The Board of Directors hereby adopt the plan of reorganization set forth in this Agreement as of the above date.
- F. The Board of Directors of the Surviving Corporation deem it to be in the best interests of the Surviving Corporation and its shareholder that the Disappearing Corporation be merged with and into the Surviving Corporation in accordance with the New Jersey Business Corporation Act Section 14A:10-5.1. The Board of Directors hereby adopt the plan of reorganization set forth in this Agreement as of the above date.
- G. The parties hereto now desire to enter into this Agreement, upon such terms and conditions as are hereinafter set forth, to provide for (i) the Merger of the Disappearing Corporation with and into the Surviving Corporation, and (ii) such other matters as the parties hereto deem appropriate.

AGREEMENT:

1. Merger. The Disappearing Corporation shall be merged with and into the Surviving Corporation, which shall survive the Merger. In connection therewith, the appropriate officers of the Surviving Corporation shall cause to be filed, with the offices of the Secretaries of State of the jurisdictions of the parties hereto, all required documents and any attachments

thereto, as prescribed by the laws of the jurisdictions, to effect the Merger contemplated by this Agreement.

2. Terms and Conditions of Merger. The separate existence of the Disappearing Corporation shall cease on the Effective Date (as defined below) of the Merger and the Surviving Corporation (i) shall succeed, without other transfer, act or deed to all of the rights and property, whether real or personal, or mixed, of the Disappearing Corporation and (ii) shall be subject to all of the debts and liabilities of the Disappearing Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon any property of the Disappearing Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Disappearing Corporation shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it, provided that such liens upon the property of the Disappearing Corporation shall be limited to the property affected thereby immediately prior to the time the Merger is effective.

3. Conversion of Ownership Interests. By virtue of the Merger and without any action by any shareholder, upon the Effective Date (as defined below) all shares of the Disappearing Corporation outstanding immediately prior to the Effective Date (as defined below) shall be cancelled without consideration. The shares of the Surviving Corporation outstanding immediately prior to the Merger shall not be changed by reason of the Merger.

4. Assignment of Intellectual Property. As of the Effective Date, the Disappearing Corporation, for itself and its affiliates, transfers, grants, conveys, assigns, and relinquishes exclusively to Surviving Corporation, free and clear of all liens, claims, and interests, in perpetuity (or for the longest period of time otherwise permitted by law), all of Disappearing Corporation's and its affiliates' right, title and interest in and to any and all U.S. or foreign ideas, designs, concepts, techniques, inventions, discoveries, or improvements, whether or not patentable, but including patents, patent applications, trade secrets, and know-how, domain names, e-mail address designations, Uniform Resource Locators, websites, copyrights, trademarks, trade names, service marks, and business names, whether or not registered, and any and all other intellectual property, together with the goodwill of the business symbolized by the names (the "Intellectual Property"), the same to be held and enjoyed by the Surviving Corporation for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Disappearing Corporation if this assignment had not been made; together with all claims for damages by reason of past infringement of the Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives. The Disappearing Corporation hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. The Disappearing Corporation will assist the Surviving Corporation to the extent necessary to protect any of the Surviving Corporation's rights in the Intellectual Property, and the Surviving Corporation, if it so desires, may commence or prosecute any claims or suits in its own name or in the name of the Disappearing Corporation or join the Disappearing Corporation as a party thereto. Notwithstanding the foregoing, (a) both parties will reasonably cooperate with and assist the

other in protecting and defending the Intellectual Property and will promptly notify each other in writing of any infringements, claims or actions by others which come to such party's attention and of any contemplated actions in connection therewith and (b) Surviving Corporation will have the exclusive right to seek and obtain any available U.S. or foreign trademark, copyright, patent and/or domain name registrations with respect to the use of the trademarks, copyrights, patents and/or domain names in the U.S. and any foreign country.

5. Tax Treatment. This Agreement is intended as a liquidation under Section 332 of the Internal Revenue Code of 1986, as amended.

6. Governing Documents. The Surviving Corporation's Certificate of Incorporation in effect on the Effective Date (as defined below) shall continue to be its Certificate of Incorporation without change as a result of the Merger. The Surviving Corporation's Bylaws as in effect on the Effective Date (as defined below) shall continue to be its Bylaws without change as a result of the Merger.

7. Management. The Surviving Corporation's officers and directors shall continue and remain such after the Effective Date (as defined below) for the full unexpired terms of their respective offices, or until their successors have been duly elected or appointed and qualified.

8. Effective Date. Provided this Agreement is not abandoned, the effective date of Merger (the "**Effective Date**") shall be at the close of business on December 31, 2007.

9. Termination and Amendment. Any time prior to the Effective Date, this Merger may be abandoned without further obligation or liability by action of the Board of Directors of the Disappearing Corporation and Board of Directors of Surviving Corporation. The parties hereto may amend, modify or supplement this Agreement prior to the consummation of the Merger only by a written instrument executed by all of the parties hereto.

10. Records. The Surviving Corporation shall keep a copy of this Agreement at the office of the Surviving Corporation located at 33 Wood Avenue South, Suite 705, Iselin, New Jersey 08830. Upon the request of any shareholder of either the Disappearing Corporation or the Surviving Corporation, the Surviving Corporation shall promptly deliver to such shareholder, at the expense of the Surviving Corporation, a copy of this Agreement.

11. Further Acts. Each party hereto agrees to perform any further acts, and to execute and deliver (with acknowledgment, verification, and/or affidavit, if required) any further documents and instruments, as may be reasonably necessary or desirable to implement and/or accomplish the provisions of this Agreement and the transactions contemplated herein, including but not limited to the filing with or notification to any local, state, or federal regulatory agency, including any and all necessary or appropriate United States applications and/or continuances for trademark, copyright and/or domain name registration in order to protect all of the rights in any trademarks, copyrights and/or domain names the Disappearing Corporation may hold as of the Effective Date, and to assign all such rights to the Surviving Corporation.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, but all of which, taken together, shall constitute one and the same Agreement, binding on the parties hereto. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

13. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no other person or entity is entitled to rely upon or benefit from this Agreement or any term hereof.

14. Entire Agreement. This Agreement (including the Recitals) contain and constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings, if any, with respect thereto.

15. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, then such illegal or invalid terms or provisions shall not affect the other terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

16. Headings. The paragraph headings used in this Agreement are for reference purposes only, and are not intended to be used in construing this Agreement.

17. Enforcement. The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers, as of the above date.

Disappearing Corporation:

ZiMax Technologies, Inc., a California corporation

By: Zhenge Sun
Zhenge Sun, President and Secretary

Surviving Corporation:

ZTE (USA) Inc., a New Jersey corporation

By: Zhenge Sun
Zhenge Sun, Chief Executive Officer

By: Jie Chen
Jie Chen, Secretary

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

ZTE (USA) INC.

*I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department the below
listed document(s) and that the foregoing is a
true copy of the
Certificate of Merger
Filed in this office
December 19th, 2007
as the same is taken from and compared with the
original(s) filed in this office on the date set
forth on each instrument and now remaining on file
and of record in my office.*

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
20th day of December, 2007



A handwritten signature in cursive script, appearing to read "Michellene Davis".

Michellene Davis
Acting State Treasurer