

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
ZTE San Diego, Inc.	08/26/2005
RECEIVING PARTY DATA	
Name:	ZIMAX Technologies, Inc.
Street Address:	10105 Pacific Heights Technologies, Inc.
Internal Address:	Suite 250
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12392066
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:	John-Paul Fryckman
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	14677-0015002
NAME OF SUBMITTER:	Kelly M. Smith
Total Attachments: 6 source=ChangeofName document- ZTE San Diego to ZIMAX #page1.tif source=ChangeofName document- ZTE San Diego to ZIMAX #page2.tif	

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**State of California**  
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 10 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

SEP 02 2005

BRUCE McPHERSON  
Secretary of State

A0633007

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

AUG 31 2005

#### AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (the "*Agreement*") is entered into as of August 26, 2005 by and between ZTE SAN DIEGO, INC., a California corporation ("*ZTE*"), and ZIMAX Technologies, Inc., a California corporation ("*ZIMAX*").

#### RECITALS

A. ZTE is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 10,000,000 shares, all of which are designated Common Stock, none of which is issued and outstanding.

B. ZIMAX is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 20,000,000 shares of Common Stock and 10,000,000 shares of Preferred Stock, none of which is issued and outstanding.

C. The board of directors of each of ZTE and ZIMAX have determined that, it is advisable and in the best interests of both corporations to merge ZIMAX with and into ZTE upon the terms and conditions herein provided.

D. The respective boards of directors ZTE and ZIMAX have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

#### I

#### MERGER

1.1 *Merger*. In accordance with the provisions of this Agreement and the California Corporations Code (the "*Code*"), ZIMAX shall be merged with and into ZTE (the "*Merger*"). the separate existence of ZIMAX shall cease, ZTE shall be, and is herein sometimes referred to as, the "*Surviving Corporation*". Article One of the Articles of Incorporation of the Surviving Corporation is hereby amended to read as follows: "The name of this Corporation is ZIMAX Technologies, Inc."

1.2 *Effective Date*. The Merger contemplated herein shall become effective (the "*Effective Date*") when a copy of this Agreement, with the required officers' certificates attached, is filed with the Secretary of State of the State of California.

1.3 *Effect of the Merger*. Upon the Effective Date, the separate existence of ZIMAX shall cease, and ZTE, 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; (ii) shall be subject to all actions previously taken by its and ZIMAX's Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of ZIMAX; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of ZTE in the same manner as if ZIMAX had itself incurred them, all as more fully provided under the applicable provisions of the Code.

## II

### CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 **Articles of Incorporation.** Immediately after the Effective Date, the articles of incorporation of the Surviving Corporation shall be amended and restated as set forth in Annex I to this Agreement until thereafter amended in accordance with the provisions thereof and as provided by applicable law.

2.2 **Bylaws.** The bylaws of the surviving corporation immediately prior to the merger shall continue to be the bylaws of the surviving corporation after the effective date of the merger until such time as amended in accordance with the bylaws and the articles of incorporation.

2.3 **Directors and Officers.** The directors and officers of ZTE immediately prior to the Effective Date 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 articles of incorporation of the Surviving Corporation or the bylaws of the Surviving Corporation.

2.4 **Further Assurances.** At any time after the Effective Date, the last acting officers of ZIMAX or the corresponding officers of the Surviving Corporation may, in the name of such corporations, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all of the property, rights, privileges powers, franchises, immunities and interests of ZIMAX and otherwise to carry out the purposes of this Agreement.

## III

### MANNER OF CONVERSION OF STOCK

3.1 **ZTE Capital Stock.** ZTE has not issued any shares of its Common Stock.

3.2 **ZiMAX Capital Stock.** ZiMAX has not issued any shares of its Common or Preferred Stock.

## IV

### GENERAL

4.1 **Abandonment.** At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors of either ZTE or ZiMAX.

4.2 **[Intentionally Omitted]**

4.3 **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 California without any regard to any applicable principles of conflicts of law.

4.4 **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.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date first above written.

ZTE SAN DIEGO, INC.,  
a California corporation

By: 诸为民  
Weimin Zhu, President

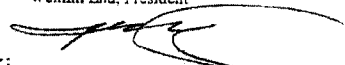
By: \_\_\_\_\_  
Jianping Jiang, Secretary

ZiMax Technologies, Inc.  
a California Corporation

By: \_\_\_\_\_  
Jianping Jiang, President and CEO  
and Secretary

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officers thereunto duly authorized, all as of the date first above written.

ZTE SAN DIEGO, INC.,  
a California corporation

By: \_\_\_\_\_  
Weimin Zhu, President  
  
By: \_\_\_\_\_  
Jianping Jiang, Secretary

ZiMax Technologies, Inc.  
a California Corporation

By: \_\_\_\_\_  
Jianping Jiang, President and CEO  
and Secretary

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ZTE SAN DIEGO, INC.,  
a California corporation

By: \_\_\_\_\_  
Weimin Zhu, President

By: \_\_\_\_\_  
Jianping Jiang, Secretary

ZiMax Technologies, Inc.  
a California Corporation

By: \_\_\_\_\_  
Jianping Jiang, President and CEO  
and Secretary