

12-08-2009

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/200)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103582900

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

RESUBMISSION
11/10/09

1. Name of conveying party(ies):

Zinc Acquisition Corporation

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Zoran Corporation

Internal Address: _____

Street Address: _____

1390 Kifer Road

City: Sunnyvale

State: California

Country: United States of America Zip: 94086

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s): May 4, 2003

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other Agreement and Plan of Reorganization

4. Application or patent number(s):

A. Patent Application No.(s)

09/263,114
10/288,402
10/371,313

Additional numbers attached? Yes No

This document is being filed together with a new application.

B. Patent No.(s)

6,275,619 6,411,333 6,493,036 6,563,511
6,327,000 6,411,334 6,526,583 6,600,838
6,353,459 6,466,220 6,556,193 6,873,343

Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: John W. Branch
DARBY & DARBY P.C.

Internal Address: Atty. Dkt.: 21333/8204002-000

Street Address: P.O. Box 770
Church Street Station

City: New York

State: NY Zip: 10008-0770

Phone Number: (206) 262-8900

Fax Number: (212) 527-7701

Email Address: patent@darbylaw.com

6. Total number of applications and patents involved:

16

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.00

\$640.00 previously paid. Any deficiency authorized to be charged to deposit account 04-0100

Enclosed

None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 04-0100

Authorized User Name John W. Branch

9. Signature:

[Handwritten Signature]

Signature
John W. Branch - 41,633
Name of Person Signing

December 7, 2009

Date

Total number of pages including cover sheet, attachments, and documents:

6

File ready

**RECORDATION FORM COVER SHEET (PTO-1595)
(supplemental sheet)**

Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Additional Assignees (2. Continued):

Assignee Name: _____
Internal Address: _____
Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____
Internal Address: _____
Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Assignee Name: _____
Internal Address: _____
Street Address: _____

City: _____ State: _____ Country: _____ Zip: _____

Additional Applications and/or Patents (4. Continued):

Additional Patent Application Numbers
4A. Continued:

Additional Patent Numbers
4B. Continued:

6,904,176

Additional numbers attached? Yes No

AGREEMENT AND PLAN OF REORGANIZATION

among

ZURAN CORPORATION,
a Delaware corporation
("Zuran"),

ZINC ACQUISITION CORPORATION,
a Delaware corporation and wholly-owned
subsidiary of Zuran,

and

OAK TECHNOLOGY, INC.,
a Delaware corporation

Dated May 4, 2003

By _____
General Counsel

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION is made and entered into as of May 4, 2005 by and among Zoran Corporation, a Delaware corporation ("Zoran"), Zite Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Zoran ("Zite"), and Oak Technology, Inc., a Delaware corporation ("Oak").

RECITALS

A. The Boards of Directors of Zoran, Zite and Oak deem it advisable and in the best interests of each corporation and its respective stockholders that Zoran and Oak combine in order to advance the long-term business interests of Zoran and Oak;

B. The combination of Zoran and Oak shall be effected by the terms of this Agreement through a transaction in which Oak will merge with and into Zite (the "Merger");

C. Contemporaneously with the execution and delivery of this Agreement, and as a condition and inducement to Zoran's willingness to enter into this Agreement, certain stockholders of Oak have entered into Voting Agreements in the form attached hereto as Exhibit A pursuant to which they have agreed to vote their shares in favor of the adoption and approval of the Merger (the "Oak Voting Agreements");

D. Contemporaneously with the execution and delivery of this Agreement, and as a condition and inducement to Oak's willingness to enter into this Agreement, certain stockholders of Zoran have entered into Voting Agreements in the form attached hereto as Exhibit B pursuant to which they have agreed to vote their shares in favor of the adoption and approval of the Merger (the "Zoran Voting Agreements"); and

E. For federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties agree as follows:

ARTICLE I

THE MERGER

Section 1.1 Effective Time of the Merger. Subject to the provisions of this Agreement, a certificate of merger (the "Certificate of Merger") in such form as is required by the relevant provisions of the Delaware General Corporation Law (the "DGCL") shall be duly prepared, executed and acknowledged by the Surviving Corporation (as defined in Section 1.3) and thereafter delivered to the Secretary of State of the State of Delaware for filing, as provided in the DGCL, as soon as practicable on or after the Closing Date (as defined in Section 1.7). The

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Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Time").

Section 1.2 Closing. The closing of the Merger (the "Closing") will take place at 1:00 p.m., Pacific Time, on a date to be specified by Zoran and Oak, which shall be no later than the second business day after satisfaction of the latest to occur of the conditions set forth in Sections 7.1, 7.2(b) (other than the delivery of the officers' certificates referred to therein) and 7.3(f) (other than the delivery of the officers' certificates referred to therein), provided that the other closing conditions set forth in Article VII have been met or waived as provided in Article VII at or prior to the Closing (the "Closing Date"), at the offices of Gary Cary Wins & Frischmuth LLP, 400 Hamilton Avenue, Palo Alto, CA 94301-1825, unless another date or place is agreed to in writing by Zoran and Oak.

Section 1.3 Effects of the Merger.

(a) At the Effective Time (i) Oak shall be merged with and into Sub, the separate existence of Oak shall cease and Sub shall continue as the surviving corporation (Sub and Oak are sometimes referred to below as the "Combination Corporations" and Sub is sometimes referred to below as the "Surviving Corporation"), (ii) the Certificate of Incorporation of Sub, as in effect immediately prior to the Effective Time, shall be amended in its entirety to read as set forth on Exhibit C hereto and, as so amended, shall be the Certificate of Incorporation of the Surviving Corporation until amended as provided by law and such Certificate of Incorporation, and (iii) the Bylaws of Sub as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation.

(b) At and after the Effective Time, the effects of the Merger shall be as provided in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all property, rights, privileges, powers and franchises of Oak and Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Oak and Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 1.4 Directors and Officers. The directors and officers of Sub immediately prior to the Effective Time shall be the initial directors and officers of the Surviving Corporation, each of whom will hold office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation, in each case until their respective successors are duly elected or appointed.

ARTICLE II

CONVERSION OF SECURITIES

Section 2.1 Conversion of Common Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Common Stock, \$0.01 par value, of Oak ("Oak Common Stock") or capital stock of Oak:

(a) **Cancellation of Treasury Stock and Zero-Cost Stock.** Any shares of Oak Common Stock that are owned by Oak as treasury stock and any shares of Oak Common

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IN WITNESS WHEREOF, Zoran, Sub and Oak have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

OAK TECHNOLOGY, INC.

ZORAN CORPORATION

By: *[Signature]*
Title: CEO & President

By: *[Signature]*
Title: PRESIDENT & CEO

ZINC ACQUISITION CORPORATION

By: *[Signature]*
Title: PRESIDENT & CEO

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1280147-904000

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.111/10/2009
501011777

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Response to Notice of Non-Recordation Document ID No. 501003835
CONVEYING PARTY DATA	
Name	Execution Date
Zinc Acquisition Corporation	05/04/2003
RECEIVING PARTY DATA	
Name:	Zoran Corporation
Street Address:	1390 Kifer Road
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94088
PROPERTY NUMBERS Total: 18	
Property Type	Number
Application Number:	09263114
Application Number:	10288402
Application Number:	10371313
Patent Number:	6275619
Patent Number:	6327000
Patent Number:	6353459
Patent Number:	6411333
Patent Number:	6411334
Patent Number:	6486220
Patent Number:	6493036
Patent Number:	6526583
Patent Number:	6556193
Patent Number:	6563511
Patent Number:	6600838
Patent Number:	6873343

CH \$640.00 09263114

Patent Number: 6904176

CORRESPONDENCE DATA

Fax Number: (212)527-7701

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 206-262-8900

Email: tkelly@darbylaw.com

Correspondent Name: John W. Branch, Darby & Darby P.C.

Address Line 1: P.O. Box 770

Address Line 2: Church Street Station

Address Line 4: New York, NEW YORK 10008-0770

ATTORNEY DOCKET NUMBER:

21333/8204002-000

NAME OF SUBMITTER:

Tiffany Kelly

Total Attachments: 7

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