

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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|---|--|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                           |
| NATURE OF CONVEYANCE:   | MERGER                                   |
| EFFECTIVE DATE:   | 07/15/2004                               |
| CONVEYING PARTY DATA  |  |
| Name  | Execution Date                           |
| Zyray Wireless Inc.   | 07/15/2004                               |
| RECEIVING PARTY DATA  |  |
| Name:   | Broadcom Corporation                     |
| Street Address:   | 5300 California Avenue                   |
| City:   | Irvine                                   |
| State/Country:  | CALIFORNIA                               |
| Postal Code:  | 92617                                    |
| PROPERTY NUMBERS Total: 3   |  |
| Property Type   | Number                                   |
| Application Number:   | 12911979                                 |
| Application Number:   | 13216021                                 |
| Application Number:   | 13004160                                 |
| CORRESPONDENCE DATA   |  |
| Fax Number:   | (202)371-2540                            |
| Phone:  | 2023712600                               |
| Email:  | sjen@skgf.com, donf@skgf.com             |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |
| Correspondent Name:   | Sterne, Kessler, Goldstein & Fox P.L.L.C |
| Address Line 1:   | 1100 New York Avenue, N.W.               |
| Address Line 4:   | Washington, DISTRICT OF COLUMBIA 20005   |
| ATTORNEY DOCKET NUMBER:   | 3875.0000000                             |
| NAME OF SUBMITTER:  | Donald J. Featherstone                   |

OP \$120.00 12911979

**Total Attachments: 13**

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**EXHIBIT A  
TO  
RECORDATION FORM COVER SHEET  
DATED OCTOBER 14, 2004**

Patent Application Nos.

09/873,310  
09/873,316  
10/606,371  
10/606,924  
10/645,349  
10/649,335  
10/650,478  
10/703,138  
10/733,856  
10/733,861  
10/801,930  
10/835,255  
10/886,510  
10/903,876

A0614448

State of California



SECRETARY OF STATE

I, *Kevin Shelley*, 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

JUL 16 2004



*Kevin Shelley*  
Secretary of State

A0614448

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

JUL 15 2004

KEVIN SHELLEY  
Secretary of State

**AGREEMENT OF MERGER  
OF  
ZYRAY WIRELESS INC. AND  
BROADCOM CORPORATION**

This Agreement of Merger, is entered into as of the 15th day of July, 2004 (this "Agreement of Merger"), by and between Zyray Wireless Inc., a California corporation (the "Company") (nonsurvivor), and Broadcom Corporation, a California corporation ("Broadcom") (survivor).

**RECITALS**

A. The Company and Broadcom have entered into a Merger Agreement and Plan of Reorganization, dated as of June 15, 2004, by and among Broadcom, the Company, and, with respect to Article 7 and Article 9 only, Leo Spiegel, as Holder Agent, and U.S. Stock Transfer Corporation, as Depositary Agent (the "Reorganization Agreement"), providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby.

B. The Boards of Directors of the Company and Broadcom deem it advisable and in their mutual best interests and in the best interests of the shareholders of the Company, that the Company be acquired by Broadcom through a merger of the Company with and into Broadcom, with Broadcom continuing as the surviving corporation (the "Merger").

C. The Boards of Directors of Broadcom and the Company and the shareholders of the Company have approved the Merger.

**AGREEMENTS**

The parties hereto hereby agree as follows:

1. The Merger. The Company shall be merged with and into Broadcom and Broadcom shall continue as the surviving corporation. Broadcom after the effective time of the Merger is sometimes referred to herein as the "Surviving Corporation."

2. Effective Time. The Merger shall become effective at such time (the "Effective Time") as this Agreement of Merger and the officers' certificates of Broadcom and the Company attached hereto are filed with the Secretary of State of the State of California pursuant to Section 1103 of the Corporations Code of the State of California.

### 3. Conversion.

(a) At the Effective Time of the Merger (i) all shares of Common Stock of the Company, par value \$0.001 per share, and all shares of Preferred Stock of the Company, par value \$0.001 per share (the "Company Capital Stock"), outstanding immediately prior to the Effective Time that are owned, directly or indirectly by Broadcom or the Company or any subsidiary of Broadcom or the Company shall be cancelled, and no securities of Broadcom or other consideration shall be delivered in exchange therefor; (ii) each of the issued and outstanding shares of Broadcom shall remain outstanding as one validly issued, fully paid and nonassessable share of the capital stock of Broadcom; (iii) each of the shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares, if any, held by persons who have demanded and perfected dissenters' rights for such shares in accordance with the Corporations Code of the State of California and who, as of the Effective Time, have not effectively withdrawn or lost such dissenters' rights, referred to hereinafter as "Dissenting Shares", and shares being cancelled pursuant to clause (i) above) shall be converted automatically into the right to receive, following the expiration or early termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, (the "HSR Act") which is applicable to the holder of such share, and shall be exchanged for, 0.01576029 of a share of Broadcom Class A Common Stock, par value \$0.0001 per share ("Broadcom Common Stock"); and (iv) each of the shares of Series A Preferred Stock of the Company issued and outstanding immediately prior to the Effective Time (the "Company Series A Preferred Stock") (other than Dissenting Shares and shares being cancelled pursuant to clause (i) above) shall be converted automatically into the right to receive, following the expiration or early termination of any waiting period under the HSR Act, which is applicable to the holder of such share, and shall be exchanged for, 0.02582142 of a share of Broadcom Common Stock; provided, that a portion of the shares of Broadcom Common Stock issuable to each person who immediately prior to the Effective Time was a shareholder of the Company pursuant to the foregoing clauses (iii) and (iv) shall be deposited into escrow and shall be subject to Sections 7.1 through 7.3 of the Reorganization Agreement defined under Recital A above.

(b) Each option to purchase Company Capital Stock ("Company Option") and warrant to purchase Company Capital Stock ("Company Warrant") outstanding immediately prior to the Effective Time will be assumed by Broadcom in the Merger as provided in Section 1.6 of the Reorganization Agreement, but shall otherwise have the same terms and conditions as those of the original Company Option or Company Warrants. Any Company Options or Company Warrants exercised prior to the Effective Time shall be converted as set forth in Section 3(a) above.

4. Fractional Shares. No fraction of a share of Broadcom Common Stock; will be issued in the Merger, but in lieu thereof, each holder of shares of Company Capital Stock who would otherwise be entitled to a fraction of a share of Broadcom Common Stock (after aggregating all fractional shares of Broadcom Common Stock to be received by such holder) shall be entitled to receive from Broadcom an amount of cash (rounded to the nearest whole cent) equal to the product of (a) such fraction, multiplied by (b) \$42.66.

5. Dissenting Shares. Any Dissenting Shares shall not be converted into the right to receive Broadcom Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the laws of the State of

California. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into the right to receive Broadcom Common Stock in accordance with Section 3.

6. Conversion of Company Capital Stock. The conversion of the Company Common Stock and Company Series A Preferred Stock into the right to receive Broadcom Common Stock as provided by this Agreement of Merger shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Company Common Stock and Company Series A Preferred Stock shall thereupon have the right to receive certificates representing the applicable number of shares of Broadcom Common Stock (and cash in lieu of fractional shares) in accordance with the Reorganization Agreement upon compliance with the exchange procedures set forth therein.

7. Effect of the Merger. At the Effective Time of the Merger, the separate existence of the Company shall cease, and Broadcom shall succeed, without other transfer, to all of the rights and properties of the Company and shall be subject to all the debts and liabilities thereof in the same manner as if Broadcom had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of the Company shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Broadcom shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of the Company and Broadcom shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

8. Plan of Reorganization. This Agreement of Merger is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

9. Articles of Incorporation; Bylaws; Directors and Officers of Surviving Corporation.  
From and after the Effective Time:

(a) The articles of incorporation of Broadcom, as in effect immediately prior to the Effective Time, shall be the articles of incorporation of the Surviving Corporation until amended as provided by such articles of incorporation, the bylaws of the Surviving Corporation and applicable law.

(b) The bylaws of Broadcom, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter amended as provided by such bylaws, the articles of incorporation of the Surviving Corporation and applicable law.

(c) The directors and officers of Broadcom immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold office in accordance with the articles of incorporation and bylaws of the Surviving Corporation.

10. Reorganization Agreement. The Reorganization Agreement and this Agreement of Merger are intended to be construed together in order to affect their purposes.

11. Miscellaneous.

(a) Notwithstanding the approval of this Agreement of Merger by the shareholders of the Company, this Agreement of Merger shall terminate forthwith in the event that the Reorganization Agreement shall be terminated prior to the Effective Time as therein provided.

(b) In the event of the termination of this Agreement of Merger prior to the Effective Time as provided above, this Agreement of Merger shall forthwith become void and there shall be no liability on the part of the Company or Broadcom or their respective officers or directors, except as otherwise provided in the Reorganization Agreement.

(c) This Agreement of Merger may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Agreement of Merger may be amended by the parties hereto any time prior to the Effective Time, whether before or after approval hereof by the shareholders of the Company, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Agreement of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.



IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the  
date first written above.

ZYRAX WIRELESS, INC.

By: 

Name: Werner Sievers

Title: President and Chief Executive Officer

By: \_\_\_\_\_

Name: Frederick T. Muto

Title: Secretary

BROADCOM CORPORATION

By: \_\_\_\_\_

Name: Alan E. Ross

Title: President and Chief Executive Officer

By: \_\_\_\_\_

Name: David A. Dull

Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

ZYRAY WIRELESS, INC.

By: \_\_\_\_\_  
Name: Werner Sievers  
Title: President and Chief Executive Officer  
By: Frederick T. Muto  
Name: Frederick T. Muto  
Title: Secretary

BROADCOM CORPORATION

By: \_\_\_\_\_  
Name: Alan E. Ross  
Title: President and Chief Executive Officer  
By: \_\_\_\_\_  
Name: David A. Dull  
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

JUL 14 '04 11:32 FR BROADCOM  
sent by: LAIRAM & WALKING  
JUL 13 '04 15:13 FR BROADCOM

949 450 0504 TO 14159472099 P.04/05  
02073744460; 14/07/04 18:13; Jettfax #57; Page 9/10  
949 450 0504 TO 011442073744460 P.02/05

IN WITNESS WHEREOF, the parties have executed this Agreement of Merger as of the date first written above.

ZYRAY WIRELESS, INC.

By: \_\_\_\_\_  
Name: Werner Sievers  
Title: President and Chief Executive Officer

By: \_\_\_\_\_  
Name: Frederick T. Muto  
Title: Secretary

BROADCOM CORPORATION

By: \_\_\_\_\_  
Name: Alan E. Ross  
Title: President and Chief Executive Officer

By: \_\_\_\_\_  
Name: David A. Dull  
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

JUL 14 '04 10:54

**OFFICERS' CERTIFICATE  
OF  
ZYRAY WIRELESS INC.**

Werner Sievers, President and Chief Executive Officer and Frederick T. Muto, Secretary of Zyray Wireless, Inc., a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. That they are the duly elected or appointed, acting and qualified President and Chief Executive Officer and Secretary, respectively, of the Corporation.

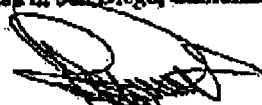
2. The authorized capital stock of the Company consists of 170,000,000 shares of Common Stock, par value \$0.001 per share, of which 16,553,192 shares of Common Stock are issued and outstanding as of the date hereof, and 150,000,000 shares of Preferred Stock, par value \$0.001 per share, of which: (i) 75,000,000 shares are designated as Series A Preferred Stock, 37,730,574 of which are issued and outstanding, and (ii) 75,000,000 shares are designated as Series A-1 Preferred Stock, none of which are issued and outstanding.

3. The Agreement of Merger in the form attached was duly approved by the board of directors of the Corporation in accordance with the Corporations Code of the State of California.

4. The principal terms of the Agreement of Merger in the form attached hereto were approved by the holders of at least (i) a majority of the outstanding shares of Common Stock of the Corporation, (ii) a majority of the outstanding shares of Preferred Stock of the Corporation, voting as a single class, and (iii) a majority of the outstanding shares of Common Stock and Preferred Stock of the Corporation, voting together as a single class on an as-if converted to Common Stock basis, which equals or exceeds the votes required of each class entitled to vote and the percentage vote required of each class.

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Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed in San Diego, California, on this 19TH day of JULY, 2004.




\_\_\_\_\_  
Werner Sievera, President and Chief Executive Officer

\_\_\_\_\_  
Frederick T. Muto, Secretary

[Signature page to Zyrray Wireless Inc. Officers' Certificate]

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of his own knowledge. Executed in San Diego, California, on this 15th day of JULY, 2004.

\_\_\_\_\_  
Werner Sievers, President and Chief Executive Officer

  
\_\_\_\_\_  
Frederick T. Mufo, Secretary

[Signature page to Zyray Wireless Inc. Officers' Certificate]

JUL 14 '04 11:32 FR BROADCOM  
Sent by: LATHAM & WATKINS  
JUL 13 '04 16:13 FR BROADCOM

949 450 8584 TO 14159472099 P.05/05  
02073744480; 14/07/04 10:13; Jctfax #57; Page 10/10  
949 450 8584 TO 011442073744480 P.09/09

OFFICERS' CERTIFICATE  
OF  
BROADCOM CORPORATION

Alan E. Ross, President, and David A. Dull, Secretary of Broadcom Corporation, a corporation duly organized and existing under the laws of the State of California (the "Corporation"), do hereby certify:

1. That they are the duly elected or appointed, acting and qualified President and Secretary, respectively, of the Corporation.
2. That the Agreement of Merger in the form attached was duly approved by the Board of Directors of the Corporation in accordance with the Corporations Code of the State of California.
3. No vote of the shareholders of the Corporation was required pursuant to Section 1201(b) of the California Corporations Code.

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.

Executed in IRVINE, California this 15<sup>th</sup> day of JULY, 2004.

  
Alan E. Ross, President

  
David A. Dull, Secretary

(Signature page to Broadcom Officers' Certificate)



== TOTAL PAGE: 09 ==

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PAGE: 10

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