

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/26/2000
CONVEYING PARTY DATA	
Name	Execution Date
TRANSMETA CORPORATION, A CALIFORNIA CORPORATION	10/19/2000
RECEIVING PARTY DATA	
Name:	TRANSMETA CORPORATION
Street Address:	A DELAWARE CORPORATION
Internal Address:	3940 FREEDOM CIRCLE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8566627
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	TRAN-P034C2
NAME OF SUBMITTER:	ANTHONY C. MURABITO
SIGNATURE:	/Anthony C. Murabito/
DATE SIGNED:	07/31/2015
Total Attachments: 7	
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SECRETARY OF STATE



I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That the attached transcript of 32 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

OCT 28 2000

Bill Jones

Secretary of State

00631152

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

OCT 26 2000

AGREEMENT AND PLAN OF MERGER

BILL JONES, Secretary of State

This Agreement and Plan of Merger (this "*Merger Agreement*") is entered into as of October 19, 2000, by and between Transmeta Corporation, a California corporation ("*Transmeta California*"), and Transmeta Corporation, a Delaware corporation ("*Transmeta Delaware*"). Transmeta California and Transmeta Delaware are hereinafter sometimes collectively referred to as the "*Constituent Corporations*".

RECITALS

A. Transmeta California was incorporated on March 3, 1995. Its current authorized capital stock consists of: (i) 80,000,000 shares of Common Stock, no par value ("*Transmeta California Common Stock*"), of which 20,353,801 shares are issued and outstanding; and (ii) 28,159,835 shares of Preferred Stock, no par value ("*Transmeta California Preferred Stock*"), all of which are issued and outstanding (consisting of 3,345,454 shares of Series B Preferred Stock, 1,081,920 shares of Series C Preferred Stock, 3,999,962 shares of Series D Preferred Stock, 4,999,999 shares of Series E Preferred Stock, 7,692,500 shares of Series F Preferred Stock, and 7,040,000 shares of Series G Preferred Stock).

B. Transmeta Delaware was incorporated on July 11, 2000. Its authorized capital stock consists of 1,000 shares of Common Stock, with a par value of \$0.00001 per share ("*Transmeta Delaware Common Stock*"), of which 1,000 shares are issued and outstanding.

C. The respective Boards of Directors of Transmeta California and Transmeta Delaware deem it advisable and to the advantage of each of the Constituent Corporations that Transmeta California merge with and into Transmeta Delaware upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a change of the state of incorporation of Transmeta California from California to Delaware.

D. The Boards of Directors of each of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that Transmeta California shall merge with and into Transmeta Delaware on the following terms, conditions and other provisions:

1. Merger and Effective Time. At the Effective Time (as defined below), Transmeta California shall be merged with and into Transmeta Delaware (the "*Merger*"), and Transmeta Delaware shall be the surviving corporation of the Merger (the "*Surviving Corporation*"). The Merger shall become effective upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of Delaware (the "*Effective Time*").

2. Effect of Merger. At the Effective Time, the separate corporate existence of Transmeta California shall cease; the corporate identity, existence, powers, rights and immunities of Transmeta Delaware as the Surviving Corporation shall continue unimpaired by the Merger; and Transmeta Delaware shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts,

liabilities, obligations, restrictions and duties of Transmeta California, all without further act or deed.

3. **Governing Documents.** At the Effective Time, (i) the Certificate of Incorporation of Transmeta Delaware in effect immediately prior to the Effective Time shall be amended and restated by virtue of the Merger to read as set forth in full in Exhibit A hereto (the "*First Restated Certificate*") and (ii) the Bylaws of Transmeta Delaware in effect immediately prior to the Effective Time shall be amended and restated by virtue of the Merger as approved by the Board of Directors of Transmeta Delaware.

4. **Directors and Officers.** At the Effective Time, the directors of Transmeta Delaware shall be and become the directors of the Surviving Corporation, and the officers of Transmeta Delaware shall be and become the officers (holding the same offices) of the Surviving Corporation, and after the Effective Time shall serve in accordance with the First Restated Certificate and restated Bylaws of the Surviving Corporation.

5. **Conversion of Shares of Transmeta California.** At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, (i) each share of Transmeta California Common Stock issued and outstanding immediately prior thereto shall be converted into one fully paid and nonassessable, issued and outstanding share of Transmeta Delaware Common Stock, (ii) each share of Transmeta California Series B Preferred Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of Transmeta Delaware Series B Preferred Stock, (iii) each share of Transmeta California Series C Preferred Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of Transmeta Delaware Series C Preferred Stock, (iv) each share of Transmeta California Series D Preferred Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of Transmeta Delaware Series D Preferred Stock, (v) each share of Transmeta California Series E Preferred Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of Transmeta Delaware Series E Preferred Stock, (vi) each share of Transmeta California Series F Preferred Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of Transmeta Delaware Series F Preferred Stock, and (vii) each share of Transmeta California Series G Preferred Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of Transmeta Delaware Series G Preferred Stock. Shares of Transmeta Delaware Common Stock and Preferred Stock issued in the Merger upon conversion of shares of Transmeta California Common Stock and Preferred Stock, respectively, shall, by virtue of the Merger, continue to be subject to the same contractual restrictions on transfer, rights of repurchase, vesting and other provisions, if any, to the same extent as were applicable immediately prior to the Effective Time to the shares of Transmeta California Common Stock and Preferred Stock so converted. Continuous employment with Transmeta California will be credited to holders of Transmeta Delaware Common Stock for purposes of determining the vesting of shares of Transmeta Delaware Common Stock subject to vesting provisions at the Effective Time.

6. **Cancellation of Shares of Transmeta Delaware.** At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, all of the previously issued and outstanding shares of Transmeta Delaware Common Stock that were issued and outstanding immediately prior to the Effective Time shall be automatically canceled and returned to the status of authorized but unissued shares.

7. **Stock Certificates.** At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of Transmeta California Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of Transmeta Delaware Common Stock into which such shares of Transmeta California Common Stock are converted as provided herein. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of a series of Transmeta California Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of the series of Transmeta Delaware Preferred Stock into which such shares of Transmeta California Preferred Stock are converted as provided herein. The registered owner on the books and records of Transmeta California of any such outstanding stock certificate for Transmeta California Common Stock or Transmeta California Preferred Stock shall, until such certificate is surrendered for transfer or otherwise accounted for to Transmeta Delaware or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Transmeta Delaware Common Stock or Transmeta Delaware Preferred Stock evidenced by such outstanding certificate as provided above.

8. **Assumption of Options, Warrants, and Promissory Note.** At the Effective Time, each option to purchase Transmeta California Common Stock issued under the Transmeta California 1995 Equity Incentive Plan or 1997 Equity Incentive Plan (the "*Existing Plans*"), or otherwise, shall be assumed by Transmeta Delaware and become an option to purchase the same number of shares of Transmeta Delaware Common Stock as the holder of such option would have been entitled to receive pursuant to the Merger had such holder exercised such option in full (without regard to vesting) immediately prior to the Effective Time, at an exercise price per share equal to (a) the aggregate exercise price for the shares of Transmeta California Common Stock purchasable pursuant to such option (without regard to vesting) immediately prior to the Effective Time divided by (b) the number of full shares of Transmeta Delaware Common Stock deemed purchasable pursuant to such option in accordance with the foregoing, but otherwise shall, to the extent permitted by law and otherwise reasonably practicable, have the same term, exercisability, vesting schedule, status as an "incentive stock option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "*Code*"), if applicable, and all other material terms and conditions (including but not limited to the terms and conditions applicable to such options by virtue of the Existing Plans). Continuous employment with Transmeta California will be credited to an optionee for purposes of determining the vesting of the number of shares of Transmeta Delaware Common Stock subject to exercise under an assumed Transmeta California option at the Effective Time. At the Effective Time, Transmeta Delaware shall adopt and assume the Existing Plans.

At the Effective Time, each outstanding warrant or other right to purchase or acquire Transmeta California Common Stock shall be assumed by Transmeta Delaware and become a warrant or other right to purchase or acquire the same number of shares of Transmeta Delaware Common Stock as the holder of such warrant or right would have been entitled to receive

pursuant to the Merger had such holder exercised or converted such warrant or right in full (without regard to exercisability or convertibility) immediately prior to the Effective Time, at an exercise or conversion price per share equal to (a) the aggregate actual or deemed exercise or conversion price for the shares of Transmeta California Common Stock purchasable or issuable pursuant to such warrant or right (without regard to exercisability or convertibility) immediately prior to the Effective Time divided by (b) the number of full shares of Transmeta Delaware Common Stock deemed purchasable or issuable pursuant to such warrant or right in accordance with the foregoing, but otherwise with the same term, exercisability, and all other material terms and conditions.

At the Effective Time, each promissory note convertible into Transmeta California Common Stock shall be assumed by Transmeta Delaware and become a promissory note convertible into the same number of shares of Transmeta Delaware Common Stock as the holder of such promissory note would have been entitled to receive pursuant to the Merger had such holder converted such note in full (without regard to convertibility) immediately prior to the Effective Time, at a conversion price per share equal to (a) the aggregate actual or deemed conversion price for the shares of Transmeta California Common Stock convertible pursuant to such promissory note (without regard to convertibility) immediately prior to the Effective Time divided by (b) the number of full shares of Transmeta Delaware Common Stock deemed issuable pursuant to the conversion of such promissory note in accordance with the foregoing, but otherwise with the same term and all other material terms and conditions.

9. **Fractional Shares.** No fractional shares of Transmeta Delaware Common Stock or Transmeta Delaware Preferred Stock will be issued in connection with the Merger. In lieu thereof, Transmeta Delaware shall pay each shareholder of Transmeta California who would otherwise be entitled to receive a fractional share of Transmeta Delaware Common Stock or Transmeta Delaware Preferred Stock (assuming the aggregation of all shares held by the same holder of more than one stock certificate representing shares of Transmeta California Common Stock or Transmeta Delaware Preferred Stock, as the case may be) cash in the amount equal to the applicable fraction multiplied by the fair market value of a share of Transmeta Delaware Common Stock or Transmeta Delaware Preferred Stock, as the case may be, as determined by the Board of Directors of Transmeta Delaware in good faith (the "*Fair Market Value Per Share*"). Upon exercise of each assumed option or warrant of Transmeta California to purchase Transmeta Delaware Common Stock or Transmeta Delaware Preferred Stock, cash will be paid by Transmeta Delaware in lieu of any fractional share of Transmeta Delaware Common Stock or Transmeta Delaware Preferred Stock, respectively, issuable upon exercise of such option or warrant, and the amount of cash received for such fractional share shall be the Fair Market Value Per Share at the time of exercise thereof multiplied by the applicable fraction, less the unpaid exercise price per share for such fraction.

10. **Employee Benefit Plans.** At the Effective Time, the obligations of Transmeta California under or with respect to every plan, trust, program and benefit then in effect or administered by Transmeta California for the benefit of the directors, officers and employees of Transmeta California or any of its subsidiaries shall become the lawful obligations of Transmeta Delaware and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, Transmeta Delaware hereby expressly adopts and assumes all obligations of Transmeta California under such employee benefit plans.

11. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Transmeta California such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Transmeta California, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of Transmeta California, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

12. **Condition.** The consummation of the Merger is subject to the approval of this Merger Agreement and the Merger contemplated hereby by the shareholders of Transmeta California and by the sole stockholder of Transmeta Delaware, prior to or at the Effective Time.

13. **Abandonment.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of Transmeta California or Transmeta Delaware, notwithstanding approval of this Merger Agreement by the shareholders of Transmeta California and the sole stockholder of Transmeta Delaware.

14. **Amendment.** At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the shareholders of Transmeta California and the sole stockholder of Transmeta Delaware; provided, however, that any amendment made subsequent to the adoption of this Merger Agreement by the shareholders of Transmeta California or the sole stockholder of Transmeta Delaware shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of any class or series of Transmeta California; (ii) alter or change of any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of Transmeta California or Transmeta Delaware.

15. **Tax-Free Reorganization.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

16. **Governing Law.** This Merger Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to the principles of conflicts of law or choice of laws, except to the extent that the laws of the State of Delaware would apply in matters relating to the internal affairs of Transmeta Delaware and the Merger.

17. **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be duly executed on the date and year first above written.

Transmeta Corporation
(a California corporation)

Transmeta Corporation
(a Delaware corporation)

By: [Signature]
Mark Allen, President

By: [Signature]
Mark Allen, President

By: [Signature]
Merle McClendon, Secretary

By: [Signature]
Merle McClendon, Secretary

[Signature Page to Agreement and Plan of Merger]