

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4409980

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	02/14/2003	
CONVEYING PARTY DATA		
	Name	Execution Date
	ENUVIS, INC.	02/14/2003
RECEIVING PARTY DATA		
Name:	SIRF TECHNOLOGY HOLDINGS, INC.	
Street Address:	148 E. BROKAW ROAD	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95112	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7280626
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	c_jkalra@qualcomm.com	
Correspondent Name:	QUALCOMM INCORPORATED	
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NAME OF SUBMITTER:	JAIDEV KALRA	
SIGNATURE:	/JAIDEV KALRA/	
DATE SIGNED:	05/11/2017	
Total Attachments: 16		
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AGREEMENT AND PLAN OF REORGANIZATION

BY AND BETWEEN

SIRF TECHNOLOGY HOLDINGS, INC.

SIRF ACQUISITION CORP.

AND

ENUVIS, INC.

Dated as of February 14, 2003

EXECUTION COPY

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Exhibits

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Exhibit B	-	Amended and Restated Certificate of Incorporation
Exhibit C	-	Stockholder Certificate
Exhibit D	-	Parent Stockholder Voting Agreement
Exhibit E	-	Company Stockholder Voting Agreement
Exhibit F	-	Parent and Merger Sub Officer's Certificate

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Exhibit H	-	Amended and Restated Investors' Rights Agreement
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Exhibit J	-	Company Officer's Certificate
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Exhibit L	-	Employment Offer Letter
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Exhibit O	-	Non-Compete Agreement
Exhibit P	-	Escrow Agent Fee Schedule
Exhibit Q	-	Letter of Transmittal

Schedule 5.10	-	Key Employees and Other Employees and Consultants of Company to whom Parent has Offered Employment or a Consulting Relationship
Schedule 6.2(f)	-	List of Parent Stockholders Executing Parent Stockholder Voting Agreement
Schedule 6.3(g)	-	List of Company Stockholders Executing Company Stockholder Voting Agreement

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION is made and entered into as of February 14, 2003, by and among SIRF TECHNOLOGY HOLDINGS, INC., a Delaware corporation ("**Parent**"), SIRF ACQUISITION CORP., a Delaware corporation and a wholly owned subsidiary of Parent ("**Merger Sub**"), and ENUVIS, INC., a Delaware corporation (the "**Company**"), and with respect to Article 7 only, GREYLOCK X LIMITED PARTNERSHIP, as Stockholder Agent and U.S. Bank, National Association, as Escrow Agent. Capitalized terms used and not otherwise defined herein have the meanings set forth in Article 10.

RECITALS:

A. The Boards of Directors of each of Parent, Merger Sub and the Company believe it is advisable and in the best interests of Parent, Merger Sub and the Company and their respective stockholders that Parent acquire the Company through the merger of Merger Sub with and into the Company (the "**Merger**"), whereby the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation and wholly owned subsidiary of Parent and, in furtherance thereof, have approved the Merger.

B. The Boards of Directors of each of Parent, Merger Sub and the Company have approved the Merger and this Agreement and the transactions contemplated hereby by resolutions dated February 4, 2003, February 13, 2003 and February 13, 2003, respectively.

C. Pursuant to the Merger, among other things, and subject to the terms and conditions of this Agreement, (i) all of the issued and outstanding shares of Company Capital Stock shall be converted into the right to receive shares of Parent Series H Preferred Stock, (ii) all of the Company Options outstanding immediately prior to the Effective Time shall be terminated and cease to exist, and (iii) the outstanding Company Warrants shall be converted into Parent Warrants subject to the terms and conditions set forth herein.

D. Parent, Merger Sub and the Company intend that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code.

E. Concurrently with the execution of this Agreement, and as a condition and inducement to Parent's and Merger Sub's willingness to enter into this Agreement, each of the following stockholders of the Company listed on Schedule 6.3(g) is entering into a Company Stockholder Voting Agreement, in substantially the form attached hereto as Exhibit E.

F. Concurrently with the execution of this Agreement, and as a condition and inducement to the Company's willingness to enter into this Agreement, each of the following stockholders of Parent listed on Schedule 6.2(f) is entering into a Parent Stockholder Voting Agreement, in substantially the form attached hereto as Exhibit D.

G. Concurrently with the execution of this Agreement, and as a condition and inducement to Parent's willingness to enter into this Agreement, each of Michael Kim and Andrew Chou is entering into a Non-Compete Agreement, in substantially the form attached hereto as Exhibit O.

H. The Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with the Merger.

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties set forth herein, and for other good and valuable consideration, intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1

THE MERGER

1.1 The Merger. At the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the DGCL, Merger Sub shall be merged with and into the Company, the separate corporate existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation and wholly owned subsidiary of Parent. The Company after the Effective Time is sometimes referred to herein as the "*Surviving Corporation*."

1.2 Effective Time. Unless this Agreement is earlier terminated pursuant to Section 8.1, the closing of the Merger (the "*Closing*") will take place as promptly as practicable, but no later than two (2) business days following the satisfaction or waiver of each of the conditions set forth in Article 6 (other than those conditions which by their nature will be satisfied at the Closing) at the offices of Pillsbury Winthrop LLP, 2550 Hanover Street, Palo Alto, California 94304, unless another place or time is agreed to by Parent and the Company. The date upon which the Closing actually occurs is herein referred to as the "*Closing Date*." On the Closing Date, the parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger (or like instrument), in substantially the form attached hereto as Exhibit A (the "*Certificate of Merger*"), with the Secretary of State of the State of Delaware, in accordance with the relevant provisions of applicable law (the time of acceptance by the Secretary of State of Delaware of such filing being referred to herein as the "*Effective Time*").

1.3 Effect of the Merger on Constituent Corporations. At the Effective Time, the effect 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 the property, rights, privileges, powers and franchises of Merger Sub and the Company shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of Merger Sub and the Company shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation.

1.4 Certificate of Incorporation and Bylaws of Surviving Corporation.

(a) At the Effective Time, the certificate of incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided by law and by such certificate of incorporation of the Surviving Corporation.

(b) The bylaws of Merger Sub, 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 certificate of incorporation and applicable law.

1.5 Directors and Officers of Surviving Corporation. The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation. The officers of Merger Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation, each to hold office in accordance with the bylaws of the Surviving Corporation.

1.6 Maximum Number of Shares of Parent Series H Preferred to be Issued as Merger Consideration; Effect on Outstanding Securities of Company. The maximum number of unregistered shares of Parent Series H Preferred to be issued at the Effective Time (including shares of Parent Series H Preferred to be reserved for issuance upon exercise of any of the Company Warrants to be assumed by Parent as provided herein) in exchange for the acquisition by Parent of all outstanding shares of Company Capital Stock, all vested and unvested Company Options which are unexpired and unexercised, all outstanding Company Warrants and all shares of Company Capital Stock reserved for future issuance upon exercise or conversion of any outstanding convertible securities shall be the Merger Consideration Share Number. No adjustment shall be made in the number of shares of Parent Series H Preferred issued in the Merger as a result of any consideration (in any form whatsoever) received by the Company from the date hereof to the Effective Time as a result of any exercise, conversion or exchange of Company Options or Company Warrants. Subject to the terms and conditions of this Agreement, as of the Effective Time, by virtue of the Merger and without any action on the part of Parent or Merger Sub, the Company or the holder of any shares of the Company Capital Stock, Company Options or Company Warrants, the following shall occur:

(a) Conversion of Company Capital Stock. At the Effective Time, each share of Company Capital Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Capital Stock to be canceled pursuant to Section 1.6(b) and any Dissenting Shares (as provided in Section 1.7)) will be canceled and extinguished and be converted automatically into the right to receive that number of shares of unregistered Parent Series H Preferred equal to the Common Stock Exchange Ratio or Series A Exchange Ratio, as the case may be, rounded to the nearest whole share of Parent Series H Preferred.

(b) Cancellation of Parent-Owned and Company-Owned Stock. Each share of Company Capital Stock owned by Parent or the Company or any Subsidiary of Parent or the Company immediately prior to the Effective Time shall be automatically canceled and extinguished without any conversion thereof and without any further action on the part of Parent, Merger Sub or the Company.

(c) Company Options. At the Effective Time, by virtue of the Merger and without any action on the part of the holders of Company Options, each unexpired and unexercised Company Option granted under the Company's 2000 Stock Plan (the "**Plan**") outstanding immediately prior to the Effective Time shall be terminated and cease to be outstanding, and shall be canceled and shall cease to exist, and no consideration shall be delivered in exchange

therefor. Holders of Company Options after the Effective Time that were not exercised prior to the Effective Time will not be entitled to acquire shares of Company Common Stock after the Merger and shall have no other rights except as set forth in this Section 1.6(c). Prior to the Effective Time, the Company will take all such action necessary under the Plan to terminate all Company Options as of the Effective Time and to effectuate the transactions contemplated by this Section 1.6(c).

(d) Company Warrants. At the Effective Time, each unexpired and unexercised Company Warrant then outstanding shall be, in connection with the Merger, assumed by Parent. Each Company Warrant so assumed by Parent under this Agreement shall be converted into a Parent Warrant, which Parent Warrant shall continue to have, and be subject to the same terms and conditions as were applicable to such Company Warrant immediately prior to the Effective Time; *provided, however*, that (i) such Parent Warrant shall be exercisable for that number of whole shares of Parent Series H Preferred equal to the product of the number of shares of Company Common Stock that were issuable upon exercise of such Company Warrant immediately prior to the Effective Time multiplied by the Common Stock Exchange Ratio (rounded to the nearest whole number of shares of Parent Series H Preferred) and (ii) the per share exercise price for the shares of Parent Series H Preferred issuable upon exercise of such Parent Warrant shall be equal to the quotient determined by dividing the exercise price per share of Company Common Stock at which such Company Warrant was exercisable immediately prior to the Effective Time by the Common Stock Exchange Ratio (rounded to the nearest whole cent).

(e) Adjustments to Exchange Ratios. The Exchange Ratios shall be equitably adjusted to reflect fully the effect of any stock split, reverse split, stock combination, stock dividend (including any dividend or distribution of securities convertible into Parent Series H Preferred or Company Capital Stock), reorganization, reclassification, recapitalization or other like change with respect to Parent Series H Preferred or Company Capital Stock occurring after the date hereof and prior to the Effective Time.

(f) Fractional Shares. No fraction of a share of Parent Series H Preferred will be issued, but in lieu thereof, each holder of shares of Company Capital Stock who would otherwise be entitled to a fraction of a share of Parent Series H Preferred (after aggregating all fractional shares of Parent Series H Preferred to be received by such holder) shall be entitled to receive from Parent an amount of cash (rounded to the nearest whole cent) equal to the product of (a) such fraction, multiplied by (b) the Parent Series H Preferred Price.

1.7 Dissenting Shares.

(a) Notwithstanding any provision of this Agreement to the contrary, any shares of Company Capital Stock held by a holder who has demanded and perfected appraisal rights or dissenters' rights for such shares in accordance with the DGCL or California Code, respectively, and who, as of the Effective Time, has not effectively withdrawn or lost such appraisal or dissenters' rights ("***Dissenting Shares***"), shall not be converted into or represent a right to receive Parent Series H Preferred pursuant to Section 1.6, but the holder thereof shall only be entitled to such rights as are granted by the DGCL or California Code.

(b) Notwithstanding the provisions of subsection (a) above, if any holder of shares of Company Capital Stock who demands appraisal of such shares under the DGCL or California Code shall effectively withdraw or lose (through failure to perfect or otherwise) the right to appraisal, then, as of the later of (i) the Effective Time or (ii) the occurrence of such event, such holder's shares of Company Capital Stock shall automatically be converted into and represent only the right to receive Parent Series H Preferred and cash in lieu of fractional shares as provided in this Section 1.6, if any, without interest thereon, upon surrender of the certificate representing such shares.

(c) The Company shall give Parent (i) prompt notice of its receipt of any written demands for appraisal of any shares of Company Capital Stock, withdrawals of such demands, and any other instruments relating to the Merger served pursuant to the DGCL or California Code and received by the Company, and (ii) the opportunity to participate in all negotiations and proceedings with respect to demands for appraisal under the DGCL or California Code. The Company shall not, except with the prior written consent of Parent or as may be required under Applicable Law, voluntarily make any payment with respect to any demands for appraisal of Company Capital Stock or offer to settle or settle any such demands.

1.8 Exchange Procedures etc.

(a) Parent Series H Preferred. As soon as practicable after the Effective Time, Parent shall make available to the Exchange Agent for exchange in accordance with this Article 1, the aggregate number of shares of Parent Series H Preferred issuable in exchange for outstanding shares of Company Capital Stock (and a sufficient amount of cash for payment of fractional share interests, if any, pursuant to Section 1.6(f) hereof).

(b) Exchange Procedures. As soon as practicable after the Effective Time, the Surviving Corporation shall cause to be mailed to each holder of record of a certificate or certificates (the "**Certificates**") which immediately prior to the Effective Time represented outstanding shares of Company Capital Stock and which shares were converted into shares of Parent Series H Preferred pursuant to Section 1.6, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and shall be in the form attached hereto as Exhibit Q, and (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of Parent Series H Preferred plus cash in lieu of fractional shares in accordance with Section 1.6(f) hereof. Upon surrender of a Certificate for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing the number of whole shares of Parent Series H Preferred plus cash in lieu of fractional shares in accordance with Section 1.6(f), to which such holder is entitled pursuant to Section 1.6, and the Certificate so surrendered shall be canceled. Until surrendered, each outstanding Certificate that, prior to the Effective Time, represented shares of Company Capital Stock will be deemed from and after the Effective Time, for all corporate purposes, other than the payment of dividends, to evidence the ownership of the number of full shares of Parent Series H Preferred into which such shares of Company Capital Stock shall have

been so converted and the right to receive an amount in cash in lieu of the issuance of any fractional shares in accordance with Section 1.6(f).

(c) Distributions With Respect to Unexchanged Shares of Company Capital Stock.

No dividends or other distributions with respect to Parent Series H Preferred declared or made after the Effective Time and with a record date after the Effective Time will be paid to the holder of any unsurrendered Certificate with respect to the shares of Parent Series H Preferred represented thereby until the holder of record of such Certificate shall surrender such Certificate. Subject to Applicable Law, following surrender of any such Certificate, there shall be paid to the record holder of the certificates representing whole shares of Parent Series H Preferred issued in exchange therefor, without interest, at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore payable with respect to such whole shares of Parent Series H Preferred.

(d) Transfers of Ownership. If any certificate for shares of Parent Series H Preferred is to be issued in a name other than that in which the Certificate surrendered in exchange therefor is registered, it will be a condition of the issuance thereof that the Certificate so surrendered will be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange will have paid to Parent or any agent designated by it any transfer or other taxes required by reason of the issuance of a certificate for shares of Parent Series H Preferred in any name other than that of the registered holder of the Certificate surrendered, or established to the satisfaction of Parent or any agent designated by it that such tax has been paid or is not payable.

1.9 No Further Ownership Rights in Company Capital Stock. All shares of Parent Series H Preferred issued upon the surrender for exchange of shares of Company Capital Stock in accordance with the terms hereof (including any cash paid in respect thereof) shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Company Capital Stock, and there shall be no further registration of transfers on the records of Parent of shares of Company Capital Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article 1.

1.10 Lost, Stolen or Destroyed Certificates. In the event any Certificates shall have been lost, stolen or destroyed, the Exchange Agent shall issue certificates representing such shares of Parent Series H Preferred and cash for fractional shares, if any, as may be required pursuant to Section 1.6 in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof; *provided, however*, that Parent or the Exchange Agent may, in its reasonable discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against Parent or the Exchange Agent with respect to the Certificates alleged to have been lost, stolen or destroyed.

1.11 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest Merger Sub with full right, title and possession to all assets, property,

rights, privileges, powers and franchises of the Company, the officers and directors of the Company are fully authorized to take, and will take, all such lawful and necessary action.

1.12 Tax Consequences. The Merger is intended to qualify as a reorganization within the meaning of Section 368 of the Code. The parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the Code.

ARTICLES 2 - 10

REDACTED

~

EXHIBITS

REDACTED

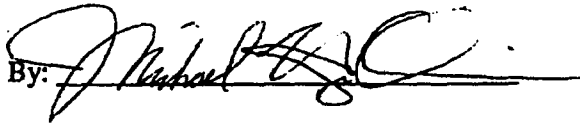
~

SCHEDULES

REDACTED

IN WITNESS WHEREOF, Parent, Merger Sub and Company, and with respect to Article VII only, the Stockholder Agent and Escrow Agent, have caused this Agreement to be signed by their duly authorized representatives, all as of the date first written above.

ENUVIS, INC.

By: 

Name: MICHAEL KIM

Title: PRESIDENT

SIRF TECHNOLOGY HOLDINGS, INC.,
INC.

By: _____

Name: _____

Title: _____

SIRF ACQUISITION CORP.

By: _____

Name: _____

Title: _____

STOCKHOLDER AGENT

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO AGREEMENT AND
PLAN OF REORGANIZATION]

-61-

EXECUTION COPY

PATENT
REEL: 014491 FRAME: 0696
REEL: 042345 FRAME: 0696

IN WITNESS WHEREOF, Parent, Merger Sub and Company, and with respect to Article VII only, the Stockholder Agent and Escrow Agent, have caused this Agreement to be signed by their duly authorized representatives, all as of the date first written above.

ENUVIS, INC.

SIRF TECHNOLOGY HOLDINGS, INC.,
INC.

By: _____

Name: _____

Title: _____

By: Walter D. Amaral

Name: WALTER D. AMARAL

Title: SR VP & CFO

SIRF ACQUISITION CORP.

By: Walter D. Amaral

Name: WALTER D. AMARAL

Title: _____

STOCKHOLDER AGENT

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO AGREEMENT AND
PLAN OF REORGANIZATION]

IN WITNESS WHEREOF, Parent, Merger Sub and Company, and with respect to Article VII only, the Stockholder Agent and Escrow Agent, have caused this Agreement to be signed by their duly authorized representatives, all as of the date first written above.

ENUVIS, INC.

SIRF TECHNOLOGY HOLDINGS, INC.,
INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SIRF ACQUISITION CORP.

By: _____

Name: _____

Title: _____

STOCKHOLDER AGENT

By: Greylock X Limited Partnership
Greylock X-A Limited PartnershipBy: Greylock X GP Limited
Partnership, the General PartnerBy: *William S. Kaiser*
William S. Kaiser
General Partner

EXECUTION COPY

-61-

PATENT
REEL: 014491 FRAME: 0699
REEL: 042345 FRAME: 0699

IN WITNESS WHEREOF, Parent, Merger Sub and Company, and with respect to Article VII only, the Stockholder Agent and Escrow Agent, have caused this Agreement to be signed by their duly authorized representatives, all as of the date first written above.

ENUVIS, INC.

SIRF TECHNOLOGY HOLDINGS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

U.S. BANK, NATIONAL ASSOCIATION

SIRF ACQUISITION CORP.

By: Ann Gadsby

By: _____

Name: Ann Gadsby

Name: _____

Title: Vice President

Title: _____

STOCKHOLDER AGENT

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO AGREEMENT AND
PLAN OF REORGANIZATION]

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EXECUTION COPY

TOTAL P.02

PATENT

RECORDED: 09/16/2003
RECORDED: 05/11/2017REEL: 014491 FRAME: 0890
REEL: 042345 FRAME: 0878