

04-18-2000



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OPR/FINANCE

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/17/2000 TDM11 00000463 090437 2081834
01 FC:481 40.00 CH
02 FC:482 200.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002053 FRAME: 0116

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

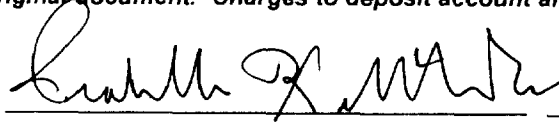
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

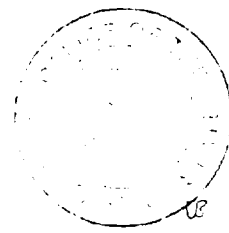
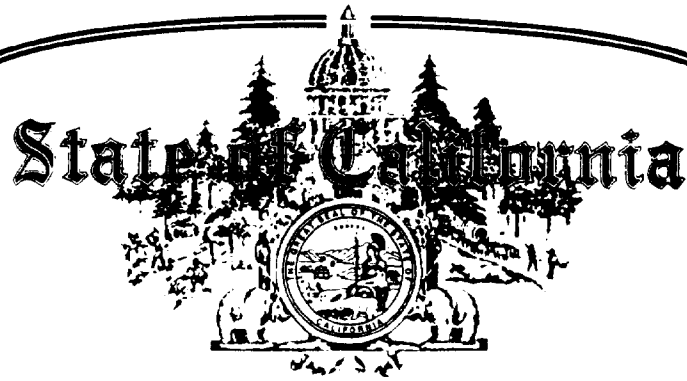
Isabelle R. McAndrews

 2/15/00

Name of Person Signing

Signature

Date Signed



SECRETARY OF STATE

I, *BILL JONES*, 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

MAY - 7 1999



Bill Jones

Secretary of State

A0524787

In the Office of the Secretary of State
of the State of California

APR 30 1999

AGREEMENT OF MERGER

BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER (the "Agreement") is entered into as of this April 30, 1999, by and among Integrated Device Technology, Inc., a Delaware corporation ("Acquirer"), Penguin Acquisition, Inc., a California corporation wholly owned by Acquirer ("Merger Sub") and Quality Semiconductor, Inc., a California corporation ("Target").

The parties intend that Merger Sub will merge with and into Target in a triangular statutory merger (the "Merger"), with Target to be the surviving corporation of the Merger (the "Surviving Corporation"), all pursuant to the terms and conditions of this Agreement and the Agreement and Plan of Merger dated November 1, 1998 (the "Plan of Merger") and the applicable provisions of the laws of California. At the Effective Time (as defined below) all the outstanding capital stock of Target will be converted into capital stock of Acquirer. The Merger is intended to be treated as a tax-free reorganization pursuant to the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by virtue of the provisions of Section 368(a)(2)(E) of the Code. The parties therefore agree as follows:

1. PLAN OF MERGER

1.1 The Merger. Subject to the terms and conditions of this Agreement, Merger Sub will be merged with and into Target pursuant to this Agreement and the Plan of Merger and in accordance with applicable provisions of the laws of the State of California as follows:

1.1.1 Filing and Effectiveness. This Agreement, together with the officers' certificates of Target and Merger Sub required by California Law (the "Officers Certificates") shall be filed with the Secretary of State of California at the time specified in the Plan of Merger. The Merger shall become effective at 5:00 p.m., Pacific Time on April 30, 1999 (the "Effective Time").

1.1.2 Conversion of Shares. At the Effective Time, each share of Target common stock, \$0.001 par value per share ("Target Common Stock") issued and outstanding immediately prior to the Effective Time, other than any shares for which dissenters rights have been or will be perfected in compliance with applicable law, will by virtue of the Merger, and without further action on the part of any holder thereof, be converted into the right to receive 0.6875 fully paid and nonassessable shares (the "Exchange Shares") of Acquirer's common stock, \$0.001 par value per share ("Acquirer Common Stock"). Each Exchange Share to be issued in the Merger shall be deemed to include the corresponding right (the "Acquirer Rights") to purchase shares of Series A Junior Participating Preferred Stock, \$0.001 par value per share, of Acquirer pursuant to the Rights Agreement dated as of December 21, 1998 (the "Acquirer Rights Agreement") between Acquirer and BankBoston, N.A., as Rights Agent. Prior to the Distribution Date (as defined in the Acquirer Rights Agreement), all references in this Agreement to Exchange Shares shall be deemed to include the Acquirer Rights corresponding thereto.

1.1.3 Adjustments for Capital Changes. If, prior to the Merger, Acquirer or Target recapitalizes through a split-up of its outstanding shares into a greater number, or a combination of its outstanding shares into a lesser number, reorganizes, reclassifies or otherwise changes its outstanding shares into the same or a different number of shares of other classes (other than through a split-up or combination of shares provided for in the previous clause), or declares a dividend on its outstanding shares payable in shares or securities convertible into shares or issues additional shares or equity securities, the number of shares of Acquirer Common Stock into which the Target shares are to be converted will be adjusted appropriately so as to maintain the proportionate interests of the holders of the Target shares and the holders of Acquirer shares.

1.1.4 Dissenting Shares. Holders of shares of Target Common Stock ("Target Shareholders") who have complied with all requirements for perfecting shareholders' rights of appraisal, as set forth in Chapter 13 of the California Corporations Code ("California Law"), shall be entitled to their rights under California Law with respect to such shares ("Dissenting Shares").

1.1.5 Options. At the Effective Time, any right with respect to Target Common Stock under Target's 1989 Stock Option Plan, 1995 Stock Option Plan and 1993 Director's Stock Option Plan (a "Target Option") then outstanding shall be converted into and become a right with respect to Acquirer Common Stock, and Acquirer shall assume each such Target Option in accordance with the terms (as in effect as of the date of the Plan of Merger) of the stock option plan under which it was issued and the stock option agreement by which it is evidenced. From and after the Effective Time: (i) each Target Option assumed by Acquirer may be exercised solely for shares of Acquirer Common Stock; (ii) the number of shares of Acquirer Common Stock subject to each Target Option shall be equal to the number of shares of Target Common Stock subject to each such Target Option immediately prior to the Effective Time multiplied by 0.6875, rounded down to the nearest whole share; (iii) the per share exercise price under each such Target Option shall be adjusted by dividing the per share exercise price under each such Target Option by 0.6875 and rounding up to the nearest cent; and (iv) any restriction on the exercise of any such Target Option shall continue in full force and effect, and the term, exercisability, vesting schedule and other provisions of such Target Option shall otherwise remain unchanged.

1.1.6 Warrants. At the Effective Time, all warrants to purchase Target Common Stock, which are outstanding and not expired as of the Effective Time (the "Target Warrants"), shall be assumed by Acquirer and converted into warrants to purchase such shares of Acquirer Common Stock as the holder thereof would have received in the Merger had such Target Warrant been exercised prior to the effective date, at an aggregate purchase price equal to the aggregate purchase price applicable prior to such conversion. Except as provided above, the converted stock warrants shall be subject to the same terms and conditions (including, without limitation, expiration date, vesting and exercise provisions) as were applicable to the Target Warrants, as the case may be, immediately prior to the Effective Time.

1.2 Fractional Shares. No fractional shares of Acquirer Common Stock will be issued in connection with the Merger. In lieu of the issuance of any such fractional shares of Acquirer Common Stock, cash will be paid in respect of any fractional share of Acquirer Common Stock that would otherwise be issuable. The amount of such cash shall be the product of (i) such fraction of a share of Acquirer Common Stock (after aggregating all the shares of Acquirer Common Stock to be issued to a holder) multiplied by (ii) \$6.4625.

1.3 Effects of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time: (a) the separate existence of Merger Sub will cease and Merger Sub will be merged with and into Target, and Target will be the Surviving Corporation, pursuant to the terms of this Agreement; (b) all the property, rights, privileges, powers and franchises of Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation; (c) the Articles of Incorporation of the Surviving Corporation shall be amended to read as set forth on Exhibit A; (d) each share of Merger Sub Common Stock outstanding immediately prior to the Effective Time will, at the Effective Time, be converted into one share of the Common Stock of the Surviving Corporation; (e) the Board of Directors and officers of Merger Sub will become the Board of Directors and officers of the Surviving Corporation; (f) each share of Target Stock outstanding immediately prior to the Effective Time will be converted as provided in Sections 1.1.2 and 1.2; (g) each Target Option will be converted as provided in Section 1.1.5; and (h) the Target Warrants will be converted as provided in Section 1.1.6.

1.4 Further Assurances. Merger Sub agrees that if, at any time before or after the Effective Time, Acquirer considers or is advised that any further deeds, assignments or assurances are reasonably necessary or desirable to vest, perfect or confirm in Acquirer or Target title to any property or rights of Merger Sub, Acquirer and Target and their proper officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things reasonably necessary or desirable to vest, perfect or confirm title to such property or rights in Acquirer or Target and otherwise to carry out the purpose of this Agreement, in the name of Merger Sub or otherwise.

2. PROCEDURES FOR EXCHANGE OF SHARES.

2.1 Conversion of Target Common Stock. At the Effective Time, all shares of Target Common Stock that are outstanding immediately prior thereto will, by virtue of the Merger and without further action, cease to exist and will be converted into the right to receive from Acquirer the Exchange Shares, subject to Section 1.1.4 hereof.

2.2 Exchange Procedures. As soon as practicable after the Effective Time of the Merger, the exchange agent for the merger (the "Exchange Agent") shall mail

to each holder of record of a certificate or certificates that immediately prior to the Effective Time of the Merger represented outstanding shares of Target Common Stock (each a "Certificate" and collectively the "Certificates"), which shares are being converted into Acquirer Common Stock pursuant to the Merger Agreement: (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 which shall be in such form and have such other provisions as are not inconsistent with the terms of the Plan of Merger) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates evidencing Acquirer Common Stock. Upon surrender of a Certificate for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Acquirer, together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive the number of shares of Acquirer Common Stock to which such holder is entitled pursuant to Section 1.2 hereof and cash in lieu of fractional shares pursuant to Section 1.2 hereof. The Certificate so surrendered shall immediately be cancelled. Acquirer shall make customary provision for lost stock certificates.

2.3 Dividends. No dividends or distributions payable to holders of record of Acquirer Common Stock after the Effective Time, or cash payable in lieu of fractional shares, will be paid to the holder of any unsurrendered Target Certificate(s) until the holder of the Target Certificate(s) surrenders such Target Certificate(s). Subject to the effect, if any, of applicable escheat and other laws, following surrender of any Target Certificate, there will be delivered to the person entitled thereto, without interest, the amount of any dividends and distributions therefor paid with respect to Acquirer Common Stock so withheld as of any date subsequent to the Effective Time and prior to such date of delivery.

2.4 Rights Pertaining to Target Common Stock. All Acquirer Common Stock delivered upon the surrender of Target Common Stock in accordance with the terms hereof will be deemed to have been delivered in full satisfaction of all rights pertaining to such Target Common Stock. There will be no further registration or transfers on the stock transfer books of Target or its transfer agent of the Target Common Stock. If, after the Effective Time, Target Certificates are presented for any reason, they will be canceled and exchanged as provided in this Article 2.

2.5 Unsurrendered Target Common Stock. Until certificates representing Target Common Stock outstanding prior to the Merger are surrendered pursuant to Section 2.2 above, such certificates will be deemed, for all purposes, to evidence ownership of the number of shares of Acquirer Common Stock into which such Target Common Stock will have been converted.

2.6 Notification of Target Option Holders and Target Warrant Holders. Promptly after the Effective Time, Acquirer will notify in writing each holder of a Target Option or Target Warrant of the assumption of such Target Option or Target Warrant by

Acquirer, and the number of shares of Acquirer Common Stock that are then subject to such option or warrant and the exercise price of such option or warrant.

3. **AMENDMENTS AND WAIVERS.** Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default. This Agreement may be amended by the parties hereto at any time before or after approval of the Target Shareholders, but, after such approval, no amendment will be made which by applicable law requires the further approval of the Target Shareholders without obtaining such further approval.

4. **TERMINATION OF AGREEMENT.** Notwithstanding the approval of this Agreement by the shareholders of Merger Sub and Target, this Agreement shall terminate forthwith in the event that the Plan of Merger shall be terminated.

5. **COUNTERPARTS.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

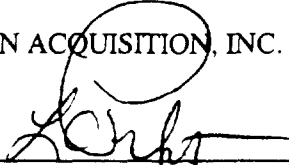
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INTEGRATED DEVICE TECHNOLOGY, INC.


PENGUIN ACQUISITION, INC.

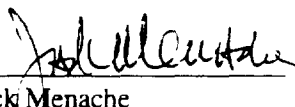
By: 
Alan F. Krock

By: 
Leonard C. Perham

Its: Vice President and Chief Financial Officer

Its: Chief Executive Officer

By: 
Jack Menache

By: 
Jack Menache

Its: Vice President, General Counsel Secretary

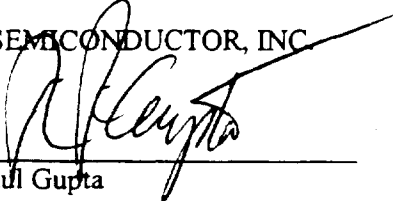
Its: Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

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


QUALITY SEMICONDUCTOR, INC.

By:


R Paul Gupta

Its: President and Chief Executive
Officer

By:


Stephen H. Vonderach

Its: Secretary

SIGNATURE PAGE TO AGREEMENT OF MERGER

TRADEMARK
REEL: 002053 FRAME: 0125

QUALITY SEMICONDUCTOR, INC.
(a California Corporation)

OFFICER'S CERTIFICATE

The undersigned certify that:

1. They are the President and Secretary, respectively of Quality Semiconductor, Inc., a corporation organized under the laws of the State of California (the "Company").

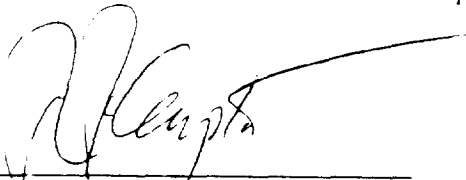
2. The principal terms of the agreement of merger in the form attached (the "Agreement of Merger") were duly approved by the Board of Directors of the Company.

3. The total number of shares of the common stock of the Company, \$0.001 par value per share ("Common Stock"), outstanding and entitled to vote on the merger was 7,560,180 shares.

4. The number of the shares voting in favor of the Agreement of Merger equaled or exceeded the vote required. The percentage vote required was a majority of the outstanding stock entitled to vote on the Agreement of Merger.

5. The undersigned further declares under penalty of perjury under the laws of the State of California that they have read the foregoing certificate and know the contents thereof and that the same is true of their own knowledge.

Executed in Santa Clara, California on April 30, 1999.



R. Paul Gupta, President



Stephen Vonderach, Secretary

PENGUIN ACQUISITION, INC.

(a California Corporation)

OFFICER'S CERTIFICATE

The undersigned certify that:

1. They are the Chief Executive Officer and Secretary, respectively, of Penguin Acquisition, Inc., a corporation organized under the laws of the State of California (the "Company").

2. The principal terms of agreement of merger in the form attached (the "Agreement of Merger") were duly approved by the Board of Directors of the Company.

3. The Company has one class of stock authorized, "Common Stock."

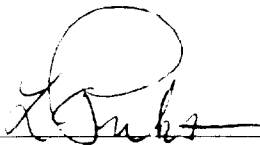
4. There were 1,000 shares of Common Stock outstanding and entitled to vote as of the effective date of the Unanimous Written Consent of the Board of Directors and the Unanimous Written Consent of the Sole Shareholder of the Company, pursuant to which the Agreement of Merger was approved.

5. The number of shares voting in favor of the Agreement of Merger equaled or exceeded the vote required. The percentage vote required was a majority of the outstanding stock entitled to vote on the Agreement of Merger.

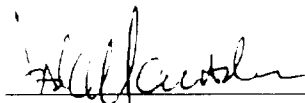
6. Equity securities of the Company's parent corporation, Integrated Device Technology, Inc., a corporation organized under the laws of the State of Delaware, are to be issued in the merger, and no vote of the stockholders of this parent corporation was required.

7. The undersigned further declares under penalty of perjury under the laws of the State of California that they have read the foregoing certificate and know the contents thereof and that the same is true of their own knowledge.

Executed in Santa Clara, California on April 30, 1999.



Leonard C. Perham, Chief Executive Officer



Jack Menache, Secretary

EXHIBITA

ARTICLES OF INCORPORATION OF QUALITY SEMICONDUCTOR, INC.

**ARTICLES OF INCORPORATION
OF
QUALITY SEMICONDUCTOR, INC.**

ARTICLE I

The name of the corporation is Quality Semiconductor, Inc.

ARTICLE II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

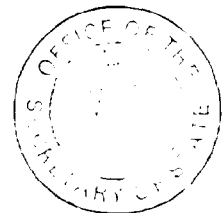
The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Unless applicable law otherwise provides, any amendment, repeal or modification of this Article III shall not adversely affect any right of any director under this Article III that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE IV

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, by agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits on such excess indemnification set forth in Section 204 of the California Corporations Code. Unless applicable law otherwise provides, any amendment, repeal or modification of any provision of this Article IV shall not adversely affect any contract or other right to indemnification of any agent of the corporation that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE V

The corporation is authorized to issue only one class of shares of stock, which shall be designated "Common Stock" and which shall have no par value. The total number of shares of Common Stock the corporation is authorized to issue is one thousand (1,000) shares.



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RECORDED: 02/22/2000

**TRADEMARK
REEL: 002053 FRAME: 0129**