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FILEDIn the office of the Secretary of State
of the State of California

JUL 22 2005

**CERTIFICATE OF AMENDMENT
OF
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ASCENDENT TELECOMMUNICATIONS INC.**

Deborah G. Miller and Wouter van Biene hereby certify that:

1. They are the duly elected and acting President and Chief Executive Officer and Secretary, respectively, of Ascendent Telecommunications Inc., a California corporation (the "Corporation").

2. Article IV D.(4)(b)(A)(i) of the Second Amended and Restated Articles of Incorporation of this Corporation, which presently reads as follows:

"(i) the Corporation proposes to offer, sell or issue equity securities or securities convertible into equity securities in which gross proceeds are anticipated to be at least Four Million Nine Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Dollars (\$4,999,999.00) at a price (per Common Stock Equivalent share) less than the Series A Current Conversion Price, Series B Current Conversion Price, and/or Series B1 Current Conversion Price, respectively ("Effective Price"), immediately prior to the issuance of such equity securities or securities convertible into equity securities (the "Dilutive Equity Financing");"

shall be amended and restated in its entirety to read as follows:

"(i) the Corporation proposes to offer, sell or issue equity securities or securities convertible into equity securities in which gross proceeds are anticipated to be at least Five Hundred Thousand Dollars (\$500,000.00) at a price (per Common Stock Equivalent share) less than the Series A Current Conversion Price, Series B Current Conversion Price, and/or Series B1 Current Conversion Price, respectively ("Effective Price"), immediately prior to the issuance of such equity securities or securities convertible into equity securities (the "Dilutive Equity Financing");"

3. The foregoing amendment of the Second Amended and Restated Articles of Incorporation has been duly approved by the Board of Directors of the Corporation.

4. The foregoing amendment of the Second Amended and Restated Articles of Incorporation has been duly approved by the required vote of the shareholders of the Corporation

in accordance with Sections 902 and 903 of the California Corporations Code. The total number of outstanding shares of the Corporation entitled to vote with respect to the foregoing amendment is 3,460,574 shares of Common Stock, 3,439,339 shares of Series A Preferred Stock, 10,000,000 shares of Series B Preferred Stock and 7,692,308 shares of Series B1 Preferred Stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than: (i) fifty percent (50%) of the Common Stock (voting separately), (ii) a majority of the Series A Preferred Stock (voting separately), (iii) two thirds (2/3) of the Series B Preferred Stock and Series B1 Preferred Stock (voting together) and (iv) fifty percent (50%) of the Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series B1 Preferred Stock voting together, with the Series A Preferred Stock, Series B Preferred Stock and Series B1 Preferred Stock voting on an as converted to Common Stock basis.

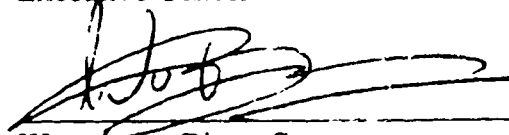
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The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 22nd day of July, 2005.



Deborah G. Miller, President and Chief
Executive Officer



Wouter van Biene, Secretary

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of the State of California

ASCENDENT TELECOMMUNICATIONS INC.

MAR 03 2006

**CERTIFICATE OF AMENDMENT
OF
SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

Deborah G. Miller and Wouter van Biene hereby certify that:

1. They are the President and Secretary of Ascendent Telecommunications Inc., a California corporation (the "Corporation").
2. ARTICLE III of the Corporation's Second Amended and Restated Articles of Incorporation (the "Second Restated Articles") is hereby deleted in its entirety and restated to read in full as follows:

"ARTICLE III

A. Designation of Stock. This Corporation is authorized to issue two classes of stock to be designated, respectively, "Preferred Stock" and "Common Stock." The total number of shares which the Corporation is authorized to issue is sixty eight million (68,000,000), of which forty million (40,000,000) shares shall be Common Stock no par value (the "Common Stock"), and twenty eight million (28,000,000) shares shall be Preferred Stock par value \$0.001 per share (the "Preferred Stock"). The rights, preferences, privileges, restrictions and other matters relating to the twenty eight million (28,000,000) shares of Preferred Stock are as follows. Four million one hundred thousand (4,100,000) of the shares of Preferred Stock shall be designated and known as Series A Preferred Stock ("Series A Preferred Stock" or "Series A Preferred"), ten million one hundred fifty thousand (10,150,000) of the shares of Preferred Stock shall be designated and known as Series B Preferred Stock ("Series B Preferred Stock" or "Series B Preferred"), and thirteen million (13,000,000) of the shares of Preferred Stock shall be designated and known as Series B1 Preferred Stock ("Series B1 Preferred Stock" or "Series B1 Preferred"). The balance of the wholly unissued shares of Preferred Stock, if any, may be divided into such number of series as the Board of Directors may determine with such rights, preferences, privileges and restrictions as the Board of Directors may determine in connection herewith. Subject to the provisions of Section IV.E.(1)(b) ("Protective Provisions"), the rights, preferences, privileges and restrictions of any such additional series may be subordinated to, *pari passu* with (including, without limitation, inclusion in provisions with respect to liquidation and acquisition preferences, redemption and/or approval of matters by vote or written consent), or senior to any of those of any present or future class or series of Preferred or Common Stock. Subject to compliance with applicable Protective Provisions, the Board of Directors is also authorized to increase or decrease the number of wholly unissued shares of any series.

prior or subsequent to the original issue of that series, but not below the number of shares of such series then outstanding. In case the number of wholly unissued shares of any series shall be so decreased, such shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series."

3. Section IV.B.(2) of the Corporation's Second Restated Articles is hereby deleted in its entirety and restated to read in full as follows:

"(2) For purposes of this Section IV B., a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, and to include, unless the holders of a majority of the Preferred Stock, voting together on an as converted to Common Stock basis, shall determine otherwise, the Corporation's sale of all or substantially all of its assets or the acquisition of the Corporation by or reorganization of this Corporation into or with another entity in which the shareholders of the Corporation do not own a majority of the outstanding voting shares of the surviving, purchasing, or newly resulting corporation, whether by means of merger or consolidation or reorganization resulting in the exchange of the outstanding shares of this Corporation for securities or consideration issued, or caused to be issued, by the acquiring corporation or its subsidiary (each also referred to as a "Triggering Event" or "Liquidation Event"). No later than ten (10) days before any liquidation, dissolution or winding up, the Corporation shall deliver a notice to each holder of Series A Preferred Stock, Series B Preferred Stock and/or Series B1 Preferred Stock setting forth the principal terms of such event of liquidation, dissolution, or winding up of the Corporation which notice shall be deemed delivered in the manner set forth under Section 601(b) of the California General Corporation Law. Such notice shall include a description of the amounts that would be paid to holders of Series A Preferred Stock, Series B Preferred Stock and/or Series B1 Preferred Stock under this Section IV B. and of the consideration that such holders would receive if they were to exercise their rights to have shares of Series A Preferred Stock, Series B Preferred Stock and/or Series B1 Preferred Stock, as the case may be, treated as if they had been converted into Common Stock. Unless waived by holders of at least two-thirds (2/3) in interest of the respective holders of the Series A Preferred Stock, Series B Preferred Stock and/or Series B1 Preferred Stock, no later than ten (10) days after delivery of the notice, each holder of Series A Preferred Stock, Series B Preferred Stock and/or Series B1 Preferred Stock may deliver an election to the Corporation notifying the Corporation that the holder desires that such holder's shares of Series A Preferred Stock, Series B Preferred Stock and/or Series B1 Preferred Stock be treated as if they had been converted into shares of Common Stock and, if no such election is delivered to the Corporation, such holder shall receive such respective Series B1 Preference Amount, Series B Preference Amount and Series A Preference Amount as are provided for under this Section IV B."

4. The foregoing amendment of the Second Restated Articles has been duly approved by the board of directors of this Corporation.

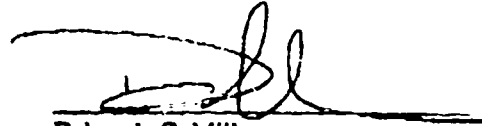
5. The foregoing amendment of the Second Amended and Restated Articles of Incorporation has been duly approved by the required vote of shareholders in

accordance with Section 902 of the California Corporations Code. The corporation has outstanding: (i) five million seven hundred seventy-six thousand nine hundred thirteen, (5,776,913) shares of Common Stock, (ii) three million six hundred fourteen thousand three hundred sixty (3,614,360) shares of Series A Preferred Stock, (iii) ten million (10,000,000) shares of Series B Preferred Stock, and (iv) seven million six hundred ninety-two thousand three hundred eight (7,692,308) shares of Series B1 Preferred Stock. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was (i) more than fifty percent (50%) of the outstanding shares of Common Stock voting separately, (ii) two-thirds (2/3) of the outstanding shares of Series B Preferred Stock and Series B1 Preferred Stock voting together, (iii) two-thirds (2/3) of the outstanding shares of Series A, Series B and Series B1 Preferred Stock voting together, (iv) more than fifty percent (50%) of the outstanding Series A and Series B Preferred Stock voting together, and (v) more than fifty percent (50%) of the outstanding shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series B1 Preferred Stock voting together, with the Series A Preferred Stock, Series B Preferred Stock and Series B1 Preferred Stock voting on an as converted to Common Stock basis.

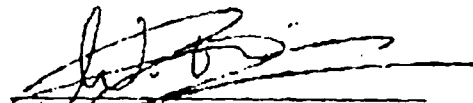
* * * *

The undersigned, Deborah G. Miller and Wouter van Biene, the President and Secretary, respectively, of Ascendent Telecommunications Inc., declare under penalty of perjury under the laws of the State of California that the matters set out in the foregoing Certificate are true of their own knowledge.

Executed at San Jose, California on March 1, 2006.

A handwritten signature in black ink, appearing to be 'D. Miller', written over a horizontal line.

Deborah G. Miller
President

A handwritten signature in black ink, appearing to be 'W. van Biene', written over a horizontal line.

Wouter van Biene
Secretary

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in the office of the Secretary of State
of the State of California

for

AGREEMENT OF MERGER

ATI ACQUISITION CORP. AND ASCENDENT TELECOMMUNICATIONS INC.

MAR 09 2006

THIS AGREEMENT OF MERGER ("Agreement"), dated as of March 8, 2006 is made by and between RESEARCH IN MOTION LIMITED, an Ontario corporation ("RIM"), ATI ACQUISITION CORP., a California corporation and wholly-owned subsidiary of RIM ("Merger Sub"), and ASCENDENT TELECOMMUNICATIONS INC., a California corporation (the "Company"). The Company and Merger Sub are hereinafter collectively referred to as the "Constituent Corporations."

A. The Company is a California corporation and is authorized to issue (a) 40,000,000 shares of Common Stock ("Company Common Stock") and (b) 28,000,000 shares of Preferred Stock ("Company Preferred Stock"), 4,100,000 shares of which are designated Series A Preferred Stock, 10,150,000 shares of which are designated Series B Preferred Stock and 13,000,000 shares of which are designated Series B1 Preferred Stock. At the close of business on March 8, 2006, 5,776,913 shares of Company Common Stock, 3,614,360 shares of Series A Preferred Stock, 10,000,000 of Series B Preferred Stock and 11,738,122 shares of Series B1 Preferred Stock were issued and outstanding.

B. Merger Sub is a California corporation and is authorized to issue 100,000,000 shares of Common Stock, ("Sub Stock"). At the close of business on March 8, 2006, 60,000,000 shares of Sub Stock were outstanding.

C. RIM is an Ontario Corporation and is authorized to issue an unlimited number of common shares ("RIM Common Shares"), an unlimited number of Class A Shares ("RIM Class A Shares") and an unlimited number of preferred shares ("RIM Preferred Shares"). As of March 4, 2006, there were 186,003,165 RIM Common Shares issued and outstanding and no RIM Class A Shares or RIM Preferred Shares issued and outstanding.

D. The Company, Merger Sub, and RIM are parties to that certain Agreement and Plan of Merger, dated as of February 17, 2006 (the "Merger Agreement"), providing for, among other things, the acquisition of the stock of the Company by RIM by the merger of Merger Sub with and into the Company.

E. The respective Boards of Directors of the Company, Merger Sub, and RIM deem it advisable and in the best interests of the Company, Merger Sub, and RIM and their respective shareholders that Merger Sub merge with and into the Company, in accordance with the Merger Agreement.

F. The Company, Merger Sub, and RIM have taken all appropriate corporate action to adopt, approve, certify and execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement made herein, the parties agree as follows:

1. **Merger.** Subject to the terms and conditions hereof, (i) Merger Sub shall merge pursuant to Sections 1100 and 1101 of the California Corporations Code ("Corporations Code") with and into the Company, (ii) the corporate existence of the Company shall continue, and (iii) the separate existence of Merger Sub shall cease (which events together shall constitute the "Merger").

2. **Effective Time.** The effective time of the Merger ("Effective Time") shall be upon filing and acceptance of the appropriate documents by the California Secretary of State.

3. **Name.** The name of the Company shall continue to be "Ascendent Telecommunications Inc.".

4. **Effects of Merger.** The Merger shall have the effects set forth in Section 1107 of the Corporations Code.

5. **Second Amended and Restated Articles of Incorporation and Directors & Officers of the Company.**

a. **Amendment of the Company's Second Amended and Restated Articles of Incorporation.**

(1) At the Effective Time, Article III, Section A of the Second Amended and Restated Articles of Incorporation of the Company shall be amended to read in full as follows:

"The total number of shares of all classes of stock that this Corporation is authorized to issue is 100,000,000 shares of Common Stock."

(2) At the Effective Time, Article IV of the Second Amended and Restated Articles of Incorporation of the Company shall be deleted.

(3) At the Effective Time, Article V shall be renumbered Article IV.

b. **Second Amended and Restated Articles of Incorporation of the Company.** The Second Amended and Restated Articles of Incorporation of the Company in effect immediately prior to the Effective Time, as amended as provided in Paragraph 5.a above, shall be the Amended and Restated Articles of Incorporation of the Company unless and until amended as provided by law.

c. **Officers and Directors of the Company.** The officers and directors of Merger Sub immediately prior to the Effective Time shall be the officers and directors of the Company respectively upon and after the Effective Time, in each case until their successors have been elected and qualified or until otherwise as provided by law.

6. **Further Assurances.** As of the Effective Time, the Company may from time to time, execute and deliver or cause to be executed and delivered in the name of Merger Sub all

such deeds and instruments and to take or cause to be taken such further or other action as the Company may deem necessary or desirable in order to vest in and confirm to the Company title and possession of any property of Merger Sub, acquired or to be acquired by reason of or as a result of the Merger, and otherwise to carry out the interests and purposes hereof, and the officers and directors of the Company are fully authorized in the name of Merger Sub to take any and all such action.

7. Effect of the Merger on the Capital Stock of the Constituent Corporations. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Company Common Stock or Company Preferred Stock:

a. **Capital Stock of Merger Sub.** Each issued and outstanding share of the capital stock of Merger Sub shall be converted into and become one fully paid and nonassessable share of Common Stock of the Company. Each stock certificate of Merger Sub evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Company.

b. **Cancellation of Company Capital Stock.** Any shares of Company Common Stock or Company Preferred Stock that are owned by RIM, Sub, the Company or any other direct or indirect wholly-owned Subsidiary of RIM or the Company shall be canceled and retired and shall cease to exist and no stock of RIM or other consideration shall be delivered in exchange therefor.

c. **Conversion of Company Common Stock and Company Preferred Stock.** Each issued and outstanding share of Company Common Stock and Preferred Stock (other than shares to be cancelled pursuant to Section 7b above and shares, if any, held by persons exercising appraisal rights in accordance with Section 1300 of the Corporations Code ("Dissenting Shares")) shall be converted, without any action on the part of the holders thereof, into a fraction of a share of RIM Common Stock, or an amount of cash, as determined by Section 3.1(d) of the Merger Agreement, as follows:

	<u>Each Share of Company Stock</u>	<u>Cash</u> or	<u>Fractional Share of RIM Common Stock</u>
(i)	Common	\$0.5615	.0079
(ii)	Series A	\$2.3041	.0322
(iii)	Series B	\$1.2601	.0176
(iv)	Series B1	\$1.1536	.0167

d. **Adjustment of Exchange Ratio.** If, between the date of this Agreement and the Effective Time, the outstanding shares of RIM Common Stock or Company Common Stock or Company Preferred Stock shall have been changed into a different number of shares or a different class by reason of any reclassification, recapitalization, split-up, stock dividend, combination, exchange of shares or readjustment, the exchange ratio shall be correspondingly adjusted.

e. **Dissenters' Rights.** If holders of Company Common Stock or Company Preferred Stock are entitled to appraisal rights in connection with the Merger under Chapter 13 of the Corporations Code, then any Dissenting Shares shall not be converted as provided above 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 law of the State of California. After the Effective Time, RIM shall issue and deliver to any holder of shares of Company Common Stock or Company Preferred Stock who shall have failed to make an effective demand for appraisal or shall have lost his, her or its status as a Dissenting Shareholder, upon surrender by such Dissenting Shareholder of his, her or its certificate or certificates representing shares of Company Common Stock or Company Preferred Stock, either the shares of RIM Common Stock or cash to which such Dissenting Shareholder is then entitled under this Section 7 and the Merger Agreement.

f. **Fractional Shares.** No "Certificates" (as defined below) or scrip representing fractional shares of RIM Common Stock shall be issued upon the surrender for exchange of Certificates, and such fractional share interests will not entitle the owner thereof to vote or to any rights of a shareholder of RIM. Notwithstanding any other provision of this Agreement, each holder of shares of Company Common Stock or Company Preferred Stock exchanged pursuant to the Merger who would otherwise have been entitled to receive a fraction of a share of RIM Common Stock (after taking into account all Certificates delivered by such holder) shall receive, in lieu thereof, cash (without interest) in an amount equal to such fractional part of a share of RIM Common Stock multiplied by the "Average Closing Price", as set forth in the Merger Agreement.

g. **Escrow.** At the Closing, thirty percent (30%) (i) of the number of shares ("Escrow Shares") of RIM Common Stock actually issued on and after the Closing Date or (ii) of the cash to be paid on and after the Closing Date ("Escrow Cash") shall be proportionately withheld from the holders of Company Common Stock or Company Preferred Stock otherwise entitled to receive such shares or cash pursuant to this Agreement and shall be deposited into an escrow account pursuant to Section 3 and Article 9 of the Merger Agreement.

8. Exchange of Certificates.

a. From and after the Effective Time, each holder of an outstanding Certificate or Certificates ("Certificates") which previously represented shares of Company Common Stock or Company Preferred Stock immediately prior to the Effective Time shall have the right to surrender each Certificate to RIM (or at RIM's option, an exchange agent to be appointed by RIM), and receive promptly in exchange for all certificates held by such holder either (i) a certificate representing the RIM Common Stock (other than the Escrow Shares) into which the Company Common Stock or Company Preferred Stock evidenced by the Certificates so surrendered shall have been converted pursuant to the provisions of Article 3 of the Merger Agreement, or (ii) the cash into which the Company Common Stock or Company Preferred Stock evidenced by the Certificates so surrendered shall have been converted pursuant to the provisions of Article 3 of the Merger Agreement. The surrender of Certificates shall be accompanied by duly completed and executed letters of transmittal in such form as may be reasonably specified by RIM. Until surrendered, each outstanding Certificate which prior to the Effective Time represented shares of Company Common Stock or Company Preferred Stock

shall be deemed for all corporate purposes to evidence ownership of the number of whole shares of RIM Common Stock or cash into which the shares of Company Common Stock or Company Preferred Stock have been converted but shall, subject to applicable appraisal rights under California Law, have no other rights. Subject to applicable appraisal rights under California Law, from and after the Effective Time, the holders of shares of Company Common Stock and Company Preferred Stock shall cease to have any rights in respect of such shares and their rights shall be solely in respect of RIM Common Stock or cash into which such shares of Company Common Stock or Company Preferred Stock have been converted. From and after the Effective Time, there shall be no further registration of transfers on the records of Company of shares of Company Common Stock and Company Preferred Stock outstanding immediately prior to the Effective Time.

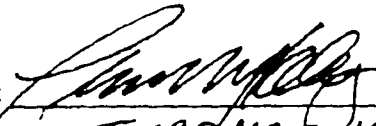
b. If any RIM Common Stock is to be issued in the name of a person other than the person in whose name the Certificate(s) surrendered in exchange therefor is registered, it shall be a condition to the issuance of such shares that (i) the Certificate(s) so surrendered shall be transferable, and shall be properly assigned, endorsed or accompanied by appropriate stock powers, (ii) such transfer shall otherwise be proper and (iii) the person requesting such transfer shall pay RIM, or its exchange agent, any transfer or other taxes payable by reason of the foregoing or establish to the satisfaction of RIM that such taxes have been paid or are not required to be paid. Notwithstanding the foregoing, neither RIM nor Company shall be liable to a holder of shares of Company Common Stock or Company Preferred Stock for RIM Common Stock issuable or cash payable to such holder pursuant to the provisions of Article 3 of the Merger Agreement that are delivered to a public official pursuant to applicable abandoned property, escheat or similar laws.

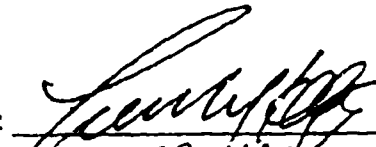
c. In the event any Certificates shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificates to be lost, stolen or destroyed, RIM shall issue in exchange for such lost, stolen or destroyed Certificates the RIM Common Stock issuable or cash payable in exchange therefor pursuant to the provisions of Article 3 of the Merger Agreement. RIM may in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificates to provide to RIM an indemnity agreement or bond against any claim that may be made against RIM with respect to the Certificates alleged to have been lost, stolen or destroyed.

9. **Two Agreements.** The parties to this Agreement are also parties to the Merger Agreement. The two agreements are intended to be construed together in order to effectuate their purposes.

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

ATI ACQUISITION CORP.

By: 
Name: TERENCE M. KELLY
Title: Vice President

By: 
Name: TERENCE M. KELLY
Title: Assistant Secretary

ATI ACQUISITION CORP. SIGNATURE PAGE
TO AGREEMENT OF MERGER

ASCENDENT TELECOMMUNICATIONS INC.

By: 

Name: Deborah G. Miller

Title: President & CEO

By: 

Name: Deborah G. Miller

Title: Secretary


**ASCENDENT TELECOMMUNICATION INC. SIGNATURE PAGE
TO AGREEMENT OF MERGER**

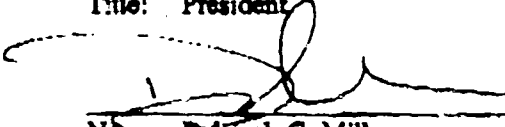
ASCENDENT TELECOMMUNICATIONS INC.**Officers' Certificate of Approval of Merger**

The undersigned, Deborah G. Miller, hereby certifies that:

1. She is currently the president and secretary of Ascendent Telecommunications Inc., a corporation organized under the laws of the State of California (the "Corporation").
2. The Agreement of Merger (the "Agreement") in the form attached hereto was duly approved by the Board of Directors and shareholders of the Corporation.
3. The Corporation has four authorized classes of shares outstanding. The total number of outstanding shares of the Corporation outstanding and entitled to vote upon the Merger was 5,776,913 shares of Common Stock, 3,614,360 shares of Series A Preferred Stock, 10,063,333 shares of Series B Preferred Stock, and 11,738,122 shares of Series B1 Preferred Stock.
4. The principal terms of the Agreement were approved by the shareholders of the Corporation by the vote of a number of the shares which equaled or exceeded the vote required. The percentage vote required was more than (i) fifty percent (50%) of the outstanding shares of Common Stock voting separately, (ii) fifty percent (50%) of the outstanding shares of Series A Preferred Stock, Series B Preferred Stock and Series B1 Preferred Stock voting together, (iii) two-thirds (2/3) of the outstanding shares of Series B Preferred Stock and Series B1 Preferred Stock voting together, and (iv) fifty percent (50%) of the outstanding shares of Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series B1 Preferred Stock voting together, with the Series A Preferred Stock, Series B Preferred Stock and Series B1 Preferred Stock voting on an as converted to Common Stock basis.

I 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 to my own knowledge. Executed at San Jose, California, on March 7th, 2006.


Name: Deborah G. Miller
Title: President


Name: Deborah G. Miller
Title: Secretary

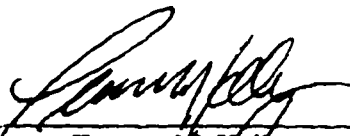
ATI ACQUISITION CORP.

Officers' Certificate of Approval of Merger

The undersigned, Terence M. Kelly, hereby certifies that:

1. He is currently the vice president and assistant secretary, of ATI Acquisition Corp., a corporation organized under the laws of the State of California (the "Corporation").
2. The Agreement of Merger (the "Agreement") in the form attached hereto was duly approved by the Board of Directors of the Corporation.
3. The Corporation has one authorized class of shares designated Common Stock. The total number of outstanding shares of Common Stock of the Corporation was 60,000,000 shares.
4. The Agreement was entitled to be and was approved by the Board of Directors of the Corporation alone under the provisions of Section 1201 of the California Corporations Code because the shareholder of the Corporation immediately prior to the merger shall own, immediately after the merger, equity securities (other than warrants or rights to subscribe or purchase equity securities of the surviving corporation) possessing more than five-sixths (5/6) of the voting power of the surviving corporation, to wit: the shareholder of the Corporation immediately before the merger will immediately after the merger own 60,000,000 of the 60,282,346 outstanding voting shares of the surviving corporation.

Each of the undersigned declares 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 at Palo Alto, California, on March 9, 2006.



Name: Terence M. Kelly
Title: Vice President



Name: Terence M. Kelly
Title: Assistant Secretary