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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Conexant Systems, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

**SiRF Technology, Inc.
148 East Brokaw Road
San Jose, California 95112**

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

6-11-02

Execution Date: September 21, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/604,595

B. Patent No.(s)

Additional numbers attached Yes No

RECEIVED
JUN 11 2002

5. Name and address of party to whom correspondence concerning document should be mailed:

**Francisco Rubio-Campos, Esq.
Sonnenschein Nath & Rosenthal
Post Office Box 061080
Wacker Drive Station
Sears Tower
Chicago, Illinois 60606-1080
(312) 876-8000**

6. Total number of applications and patents involved: **One (1)**

7. Total fee (37 CFR 3.41).....\$**40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 19-3140

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

Vincent P. Tassinari, Esq. (42,179)
Name of Person Signing

Signature

June 4, 2002
Date

Total number of pages including cover sheet, attachments, and documents: 9

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

06/14/2002 GTOM11 00000115 193140 09604595
01 FC:581 40.00 CH

**BILL OF SALE AND ASSIGNMENT AND
ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), entered into as of September 21, 2001 by and between CONEXANT SYSTEMS, INC., a Delaware corporation ("Seller") and SIRF TECHNOLOGY HOLDINGS, INC., a Delaware corporation ("Purchaser"),

W I T N E S S E T H:

WHEREAS, Seller and Purchaser and certain affiliates of Purchaser have entered into an Agreement and Plan of Contribution and Merger dated as of June 29, 2001, as amended as of August 24, 2001 (the "Contribution Agreement"), pursuant to which Seller has agreed to sell all of the right, title and interest of Seller in and to the Contributed Assets (as defined in the Contribution Agreement) to Purchaser, and Purchaser has agreed to acquire the Contributed Assets and to assume the Assumed Liabilities (as defined in the Contribution Agreement) including Additional Items 1 and 2 (as defined below) and to assume the Additional Items 3 and 4 (as defined below) as Assumed Contracts (as defined in the Contribution Agreement) of Seller, all subject to the terms and conditions provided herein and in the Contribution Agreement:

NOW, THEREFORE, Purchaser and Seller, in consideration of the foregoing, hereby agree as follows:

1. Sale of Assets. For good and valuable consideration, Seller hereby sells, conveys, transfers, assigns and delivers to Purchaser all of the right, title and interest of Seller in and to the Contributed Assets (as set forth in Exhibit A-1 to the Contribution Agreement). SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THE CONTRIBUTION AGREEMENT.

2. Assumption of Obligations. For good and valuable consideration, Purchaser hereby agrees to assume and duly perform in a timely fashion the Assumed Liabilities (as set forth in Exhibit B to the Contribution Agreement). Items 1 and 2 set forth on Appendix A hereto ("Additional Items 1 and 2") shall be treated as, and considered to be, Assumed Liabilities under the Contribution Agreement and for all purposes such Exhibit B shall be deemed amended to include the Additional Items 1 and 2.

3. Assumed Contracts.

(a) The "Order Acknowledgements" specified in item 3 of Appendix A shall be treated as, and considered to be, "Assumed Contracts" under the Contribution Agreement, but only with respect to, and to the extent of, any rights, liabilities, commitments and obligations (i) arising from the portion of such orders shipped after the Effective Time (as defined in the Contribution Agreement) by Purchaser (including without limitation any shipment, warranty and return obligations) or (ii) arising from a failure by Purchaser to fulfill any commitments or obligations under the Order Acknowledgements which are to be performed after the Effective

Time ("Additional Item 3")¹ and Exhibit A-2 shall be deemed amended to include Additional Item 3. Notwithstanding the foregoing, in no event shall the foregoing include any liability, commitment or obligation with respect to such orders to the extent solely arising from (x) any failure to perform any commitment or obligation thereunder prior to the Effective Time, (y) any breach that occurred prior to the Effective Time, or (z) any portion of any order shipped prior to the Effective Time (including without limitation any warranty or return obligations with respect thereto).

(b) Further, without the need for any further action on the part of Seller or Purchaser, if Nokia Mobile Phones Ltd. ("Nokia") following the Effective Time consents to Seller's assignment in part to Buyer of the agreement between Seller and Nokia specified in item 4 on Appendix A hereto ("Nokia-Conexant PPA"), then the Nokia-Conexant PPA shall be treated as, and considered to be, an "Assumed Contract," with respect to the products listed in item 4 on Appendix A only ("Listed Products"), but only with respect to, and to the extent of, any rights, liabilities, commitments and obligations (i) arising from Listed Products shipped after the Effective Time by Purchaser (including without limitation any shipment, warranty and return obligations) or (ii) arising from a failure by Purchaser to fulfill any commitments or obligations under the Nokia-Conexant PPA with respect to the Listed Products that are to be performed after the Effective Time ("Additional Item 4") and Exhibit A-2 shall be deemed amended to include Additional Item 4. Notwithstanding the foregoing, in no event shall the foregoing include any liability, commitment or obligation under the Nokia-Conexant PPA to the extent arising solely from (x) any failure to perform any commitment or obligation thereunder prior to the Effective Time, (y) any breach that occurred prior to the Effective Time, or (z) any Listed Products shipped prior to the Effective Time (including without limitation any warranty or return obligations with respect thereto).

(c) Except as set forth in this paragraph, Purchaser does not and will not assume or be responsible for the payment, discharge or performance of any other liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise.

4. Further Assurances. Purchaser and Seller shall execute and deliver to the other such documents and to take such commercially reasonable actions as the other may reasonably require to effect the provisions of Sections 1, 2 and 3 of this Agreement.

5. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

¹ Thus, for example, in the case of an Order Acknowledgement where some products are shipped prior to the Effective Time and other products are shipped after the Effective Time, the results are as follows: with respect to products shipped prior to the Effective Time, the Order Acknowledgement would not be an Assumed Contract and Conexant would be entitled to any revenue therefrom and be responsible for any limitations, commitments and obligations relating thereto; with respect to the post-Effective Time shipments, the Order Acknowledgement would be an Assumed Contract and Purchaser would be entitled to the revenue therefrom and be responsible for any limitations, commitments and obligations relating thereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, as if both parties hereto were resident and doing business in such state.

7. Heading; Terms. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of the provisions hereof. Unless otherwise indicated herein, capitalized terms shall have the meanings set forth in the Contribution Agreement.

IN WITNESS WHEREOF, Purchaser and Seller have duly executed this Agreement as of the date set forth above.

CONEXANT SYSTEMS, INC.

By *Moiz Beguwala*
Name Moiz Beguwala

Title Sr. VP & GM WCD

SIRF TECHNOLOGY HOLDINGS, INC.

By _____

Name _____

Title _____

Acknowledged and Agreed:
SiRF TECHNOLOGY, INC.

By 

Name Walter D. Amaral

Title President and Chief Financial Officer

and

SiRF TRANSITORY, INC.

By 

Name Walter D. Amaral

Title President and Chief Financial Officer

**COUNTERPART SIGNATURE PAGE
BILL OF SALE AND ASSIGNMENT AND
ASSUMPTION AGREEMENT**

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RECORDED: 06/11/2002

PATENT
REEL: 12979 FRAME: 0704