

09-19-2002

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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102227472

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

## 1. Name of conveying party(ies):

Trans-Tech, Inc.  
5520 Adamstown Road  
Adamstown, MD 21710

M. 16.02

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

Name: CONEXANT SYSTEMS, INC.

Internal Address: \_\_\_\_\_

Street Address: 4311 Jamboree Road

City: Newport Beach State: CA ZIP: 92660

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

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

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

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

A. Patent Application No.(s)

B. Patent No.(s)

ATTACHED  
SCHEDULE BAdditional numbers attached? ☐ Yes ☒ No

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

Name: Michael R. Graif, CHADBOURNE & PARKE  
LLP

Internal Address: \_\_\_\_\_

09/19/2002 LINDLER 00000038 5620638

01 FC:581

80.00 DP

Street Address: 30 Rockefeller Plaza

City: New York State: NY ZIP: 10112

## 6. Total number of applications and patents involved: 2

## 7. Total fee (37 CFR 3.41): \$ 80.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

## 8. Deposit account number:

03-1240

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

DO NOT USE THIS SPACE

## 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.

Michael R. Graif, Reg. No. 47,298

Name of Person Signing

Signature

September 13, 2002

Date

Total number of pages including cover sheet, attachments, and document: 2

## **SCHEDULE B**

### Patents

#### Grantor

#### Registration No.

Trans Tech, Inc.

5,620,638

Trans Tech, Inc.

5,262,370

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Trans-Tech, Inc., a Maryland corporation (the "Grantor"), with principal offices at 5520 Adamstown Road, Adamstown, MD 21710, hereby grants to Conexant Systems, Inc., with principal offices at 4311 Jamboree Road, Newport Beach, CA 92660 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Financing Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Financing Agreement among Alpha Industries, Inc., certain of its subsidiaries and the Grantee, dated as of June 25, 2002 (as amended from time to time, the "Financing Agreement"). Upon the occurrence of the Termination Date (as defined in the Financing Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks and Patents acquired under this Grant.

This Grant has been made in conjunction with the security interest granted to the Grantee under the Financing Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Financing Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Financing Agreement, the provisions of the Financing Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as  
of the 25 day of June 2002.

TRANS-TECH, INC.,  
as Grantor

By   
Name: PAUL E. VINCENT  
Title: TREASURER AND SECRETARY

CONEXANT SYSTEMS, INC.,  
as Grantee

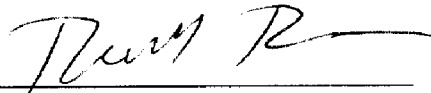
By \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF MIDDLESEX )

On this 25<sup>th</sup> day of June, 2002, before me personally came Paul E. Vincent who, being by me duly sworn, did state as follows: that he is VP of Sales of Trans-Tech, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

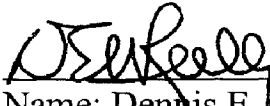
  
\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Agreement as  
of the 25 day of June 2002.

TRANS-TECH, INC.,  
as Grantor

By \_\_\_\_\_  
Name:  
Title:

CONEXANT SYSTEMS, INC.,  
as Grantee

By  \_\_\_\_\_  
Name: Dennis E. O'Reilly  
Title: Senior Vice President, General  
Counsel and Secretary

## **SCHEDULE B**

### **Patents**

#### **Grantor**

#### **Registration No.**

Trans Tech, Inc.

5,620,638

Trans Tech, Inc.

5,262,370