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OFFICE OF PUBLIC RECORDS
To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):

CONEXANT SYSTEMS, INC. FINANCE SECTION

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

3. Nature of conveyance:

9,119,02

- Assignment Merger
- Security Agreement Change of Name
- License
- Other Asset Purchase Agreement

Execution Date: June 28, 2002, respectively

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

Name: MULTI-TECH SYSTEMS, INC.

Street Address: 2205 Woodale Drive

City: Mounds View State: MN ZIP: 55112

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

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).

B. Patent No(s). 5,487,673

Title: **PACKAGE, SOCKET, AND CONNECTOR FOR INTEGRATED CIRCUIT**

Additional numbers attached? Yes No

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

Name: Mark J. Gebhardt
Address: MUETING, RAASCH & GEBHARDT, P.A.
P.O. Box 581415
Minneapolis, MN 55458-1415

Customer Number **26813**

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to Deposit account number: 13-4895

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 an original or a true copy of the original document.

Mark J. Gebhardt (Reg. No. 35,518)
Name of Person Signing

Signature

11 Sept 2002
Date

Total number of pages including cover sheet, attachments, and document(s): 17

Mail documents to be recorded with required cover sheet information to:
Commissioner, United States Patent and Trademark Office
Box Assignments
Washington, D.C. 20231

09/19/2002 TDI A21

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ASSET PURCHASE AGREEMENT

by and between

CONEXANT SYSTEMS, INC.,
a Delaware corporation

and

MULTI-TECH SYSTEMS, INC.,
a Minnesota corporation

Dated as of June 28, 2002

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into as of June 28, 2002, ("Effective Date") by and between CONEXANT SYSTEMS, INC., a Delaware corporation (the "Seller") and MULTI-TECH SYSTEMS, INC., a Minnesota corporation (the "Purchaser").

RECITALS

WHEREAS, the Purchaser wishes to purchase certain inventories, test equipment, customer lists, customer contracts, product and packaging designs, distribution channels, trade names and intellectual property rights related the Seller's Socket Modem products.

WHEREAS, the Purchaser and the Seller previously signed a non-binding Memorandum of Understanding, dated April 10, 2002, to establish a foundation for finalizing their mutual undertakings and understandings and prepare and execute this Agreement.

WHEREAS, Purchaser intends to adopt and assume those obligations of Seller (to supply, repair, warrant and replace the Socket Modem product line in the manner supplied, operated, repaired and warranted by the Seller), as such obligations are set forth and defined in this Agreement.

WHEREAS, pursuant to the terms, conditions and covenants set forth in this Agreement, Seller wishes to allow Purchaser to use the Assets (as defined in Section 4.2 below) leading up to the Effective Date and thereafter Seller shall transfer to the Purchaser its ownership rights, title and interest to the Assets, in accordance with this Agreement.

AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

1. SALE OF INVENTORIES; RELATED TRANSACTIONS.

1.1 Transfer of Inventories.

(a) Subject to the other terms of this Agreement, Purchaser has issued purchase orders (#111430 for \$941,574.08 and #111428 for \$183,208.64) (the "**Purchase Order**"), and has made a cash deposit of \$1 million to cover the same, to the Seller to purchase all of Seller's inventories, including without limitation raw materials and work in progress, that are used to manufacture or assemble Socket Modem products (collectively referred to hereafter as "**Inventories**"). Seller shall sell the Inventories to Purchaser under the Purchase Order based on Seller's purchase price or cost of the Inventories delivered under the Purchase Order.

(b) After the delivery of the Inventories: (i) if the Inventories delivered under the Purchase Order have an aggregate value (using Seller's purchase price or cost of Inventories, as agreed to be applicable), of less than \$1 million, then the Seller shall promptly refund the difference between \$1 million and the aggregate value of the Inventories to the Purchaser; and (ii) if the Inventories delivered under the Purchase Order have an aggregate value (using Seller's purchase price or cost of Inventories, as

agreed to be applicable), of more than \$1 million, then the Purchaser shall promptly pay at the signing of this Agreement additional cash consideration representing the difference between \$1 million and the aggregate value of the Inventories. However, in no event shall the total purchase price for the Inventories exceed \$1.5 million.

1.2 Transfer of Assets. Upon execution of this Agreement and no later than five (5) days from execution of this Agreement, Seller shall transfer on an "AS IS" basis to the Purchaser at no additional charge all of the rights, title and ownership interest that the Seller has in and to:

(a) Certain test equipment and other jigs identified in Schedule 1.2(a), that is attached to and made a part of this Agreement (the "**Test Equipment**") used in conjunction with the Socket Modem products. The Test Equipment is being transferred by Seller on an "AS IS" basis, and the Purchaser shall assume all risk, expenses and costs associated with the transfer of the Test Equipment from and after the Effective Date. Said costs and expenses shall include without limitation all handling costs, shipment costs, costs associated with procuring insurance, packaging, decontamination, disassembly, assembly, repair, and calibration of the Test Equipment.

(b) All right, title and interest, including without limitation all common-law trademark rights, in and the good will associated with, the trade name "Socket Modem" (the "**Trade Name**"). As additional consideration for said assignment and transfer of the trade name Socket Modem, Purchaser grants back to Seller a non-exclusive, royalty free, paid up license to use the trade name Socket Modem for the period set forth in Section 1.3(a), below. As a condition of this limited license back to Seller, Seller represents and Purchaser acknowledges that the Seller has not registered and has not submitted any currently pending application to register the mark "Socket Modem" in the United States or other jurisdictions outside the United States. After the assignment of Seller's rights in the Trade Name, Seller will not thereafter seek registration for the Trade Name in the United States, and any use by Seller of the Trade Name will inure to the goodwill of Purchaser. Seller will use commercially reasonable efforts to maintain the quality of its own Socket Modem products, to which the Trade Name will be attached, at the same or substantially same quality as heretofore maintained by Seller.

(c) United States Patent Number 5,487,673, entitled "Packet, Socket and Connector for Integrated Circuit" (the "**Patent**"). Seller represents and the Purchaser acknowledges that said Patent is subject to a number of nonexclusive, non-royalty bearing cross-licenses to other entities, including without limitation Motorola, IBM and Agere (formerly Lucent) corporations. A written assignment of the Patent in the form attached hereto as Schedule 1.2(c) shall be signed in recordable form by Seller and delivered to Purchaser within three business days of execution of this Agreement. Seller represents that its rights and obligations under any existing licenses or cross-licenses to which the Patent may be subject will not be breached by this assignment and Purchaser acknowledges that it will honor all such licenses or cross-licenses of Seller with respect to the Patent, if in existence as of the Effective Date.

All other rights, title and ownership interests not specifically identified above shall remain with the Seller.

1.3 Reservation of Rights. Notwithstanding the above:

(a) Under the license described in Section 1.2(b) above, the Seller shall have the right to continue to use the Trade Name until the later of (i) six months after the Effective Date; or (ii) exhausting the Seller's inventory of both Socket Modem products existing as of the Effective Date and Socket Modem products returned prior to or after the Effective Date by one or more of Seller's distributors who exist as of the Effective Date.

(b) The Seller shall have the right to make, have made, use, advertise, import, export, sell, offer for sale and otherwise dispose and distribute certain inventories of Socket Modem products to satisfy its then-existing current customer orders and commitments dated before the Effective Date for Socket Modem products. Said right shall expire on the later of: (i) six months after the Effective Date; or (ii) Seller's exhausting of its inventory of Socket Modem Products in existence as of the Effective Date.

(c) In light of the assignment of the Patent to Purchaser made part of this Agreement, Purchaser does, as additional consideration under this Agreement, simultaneously grant back to Seller and its affiliates, successors in interest, divisions, later divested businesses, divisions or entities acquiring Seller's line or lines of business, a world wide, nonexclusive, paid up, royalty free, assignable and transferable license, with no right of sublicense, under the Patent, to make, have made, use, sell, offer for sale, import, export or otherwise dispose and distribute products and subject matter covered by one or more claims of the Patent.

(d) As additional consideration under this Agreement, Purchaser does, by this Agreement, simultaneously grant back to Seller and its affiliates, successors in interest, divisions, later divested businesses, divisions or entities acquiring Seller's lines of business, a world wide, nonexclusive, paid up, royalty free, assignable and transferable license, under all of the other intellectual property rights granted to Purchaser under this Agreement, including without limitation copyrights, if any, associated with the Socket Modem product line, if any, and including without limitation the associated manuals, documentation, data sheets, technical literature and software. Such license includes, with respect to copyrights, the rights, without limitation, to make, have made, copy, have copied, make derivative marks, modify, improve, use, import, export, sell, offer for sale or otherwise dispose or distribute products.

(e) Except for this defined grant-back license of the Patent to Seller, Purchaser makes no other general or specific license grant, assignment or other transfer of other intellectual property (including for example, trademarks, patents, copyrights, trade secrets) to Seller.

2. PURCHASER'S CONSIDERATION AND COVENANTS. Further in consideration for Seller's obligations under this Agreement and as additional covenants under this Agreement, the Purchaser covenants as follows:

2.1 Obligation to Adopt Agreements and Obligations.

(a) The Purchaser shall use commercially reasonable efforts to identify the Seller's obligations under the Seller's distribution agreements in effect as of the Effective Date. Such obligations shall include, without limitation, the obligation to honor, support, operate, repair, warrant, accept returns, rotations and shipment debits, according to the terms and conditions of the Seller's distributor agreements as of the Effective Date.

(b) Without limiting the above, the obligations of Purchaser to Seller further include the Purchaser's obligation to adopt, assume and implement any and all of the Seller's accrued warranty, repairs, returns and technical support obligations or customary services related to or arising out of Seller's Socket Modem products manufactured by or for Seller prior to the Effective Date. The Purchaser shall honor any and all such obligations and otherwise support Socket Modem products tendered to Purchaser by Seller or by any other Person having rights under warranties provided by the Seller, in the same manner honored, supported, operated, repaired and warranted by the Seller, free of any charges, costs or offsets, whatsoever, including materials and services therefor and shipping thereof. For avoidance of doubt, the rights under this section shall not be construed to provide rights to a distributor which are broader than the rights such distributor may have under an agreement (prior to the Effective Date) with the Seller.

(c) Without limiting the above, the obligations above further include the Purchaser's obligation to adopt and implement as agreed to be in existence with current Distributors of Seller: (i) the Seller's distributor rotations, shipment debits, incentives and returns policies associated with the Socket Modem products as has been previously offered and implemented by the Seller, in the same manner as offered and implemented by the Seller; (ii) the Seller's pricing policies associated with the Socket Modem products as has been previously offered and implemented by the Seller, in the same manner as offered and implemented by the Seller, except as otherwise agreed by Purchaser and Seller's customers; and (iii) all manufacturing qualifications required by the Seller's customers of the Socket Modem products and disclosed to Purchaser as of the Effective Date, except as otherwise agreed by Purchaser and Seller's customers.

Provided, however, that:

(i) with respect to Seller's current relationship with Avnet, a current distributor of Seller that is holding approximately 5,098 units of Socket Modems, Purchaser has agreed to purchase at an agreed price (representing Seller's current cost of goods sold) any and all inventory returned from Avnet to Seller, and Seller and Purchaser will issue the respective RMAs, purchase orders, invoices, credit memos or other documents necessary to reflect billing for such anticipated Avnet returns to effectuate their mutual intent with respect to that distributor's product returns; and

(ii) with respect to Arrow, a distributor of Seller that is currently holding approximately 22,604 Socket Modem units. Seller represents and believes that Arrow has

no right to exercise any stock rotation, credit demand or other product return rights, and Purchaser is not obligated to accept, pay for, or credit Seller or Arrow in the event of any attempt by Arrow to exercise stock rotation, credit or other product return rights against Seller; and

(iii) With respect to E-Smart, a current distributor of Seller that is holding approximately 22,366 Socket Modem units, Seller and Purchaser have agreed that neither Seller nor Purchaser will be obligated to honor or accept any attempt by E-Smart to exercise stock rotations, credits or other product return rights, and in conjunction with the execution of this Agreement, Seller and Purchaser shall each sign a letter to E-Smart in the form attached hereto as Schedule 2.1(c)(I); and

(iv) Except as limited by the provisions of Sections 2.1(c)(i)-(iii) above, Purchaser expressly assumes and adopts the Seller's obligations under other any stock rotation, distributor credit policy or other product return rights – subject to all of Seller's available defenses or conditions – for any and all other distributors of Seller, including those distributors of Seller listed on Schedule 2.1(c)(II).

2.2 Further Covenants.

(a) Subject to availability, the Purchaser shall continue manufacture and shall make available and offer Seller's Socket Modem products to all of the Purchaser's domestic and international customers, including without limitation, the Purchaser's distributors, for a period of no less than one year from Effective Date.

(b) The Purchaser shall adopt, apply and implement the same or substantially similar product labeling, SKU numbering, packaging, serialization and other product related marking and packaging as applied and implemented by the Seller with respect to the Socket Modem products. Provided, however, for Socket Modem products sold by Purchaser after the Effective Date, Purchaser shall be entitled to expand, improve and supplement Seller's above-described product related marking and packaging, including without limitation the Socket Modem products' standards compliance (such as homologation, UL requirements or other standards).

3. **SELLER'S CONSIDERATION.** Further in consideration for Purchaser's obligations under this Agreement, Seller shall provide to the Purchaser a copy of product information and documentation required to manufacture, market and sell the Socket Modem product line, including Gerbers, BOMs, schematics, approvals, serialization database and such other documentation and subject matter reasonably requested by the Purchaser. The obligation under this Section is subject to the Seller's possession of the same and legal restrictions, including without limitation confidentiality agreements, covering or affecting the above-described information or documentation.

4. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller represents and warrants, as follows:

4.1 Due Organization; Good Standing; Etc. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Seller is in good standing as a foreign corporation in each jurisdiction where the conduct of its business so requires except for any failure to be in good standing which would not reasonably be expected to have a material adverse effect on Seller's obligations under this Agreement.

4.2 Title To Assets. To Seller's knowledge, the Seller owns, and has (i) good and valid title to the Inventories, the Test Equipment, the Patent, and Trade Name (collectively the "Assets") and (ii) authority to sell, transfer and convey the Assets.

4.3 Rotations and Shipment Debits. As of the Effective Date, the Seller has not authorized any shipment debits or rotations with any Party, including without limitation such Parties as are described specifically in Sections 2.1(c) (ii) (iii) and (iv), above.

4.4 Authority; Binding Nature Of Agreements. The Seller has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under the Agreement.

4.5 Brokers. The Seller has not agreed or become obligated to pay, and has not taken any action that would result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with the Agreement.

4.6 Commissions. Seller represents that to the extent that there are commissions, bonuses, or other payments due from Seller to any other party, on sales or adjusted sales of Seller's Socket Modem products prior to the Effective Date, Seller shall be solely responsible for such commission claims. To Seller's knowledge, there are no unsatisfied claims to commissions for any such Socket Modem sales as of the Effective Date.

5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER.

The Purchaser represents and warrants, as follows:

5.1 Due Organization; Good Standing; Etc. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. The Purchaser is in good standing as a foreign corporation in each jurisdiction where the conduct of its business so requires except for any failure to be in good standing which would not reasonably be expected to have a material adverse effect on Purchaser's obligations under this Agreement.

5.2 Authority; Binding Nature Of Agreements. The Purchaser has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under the Agreement.

5.3 Brokers. The Purchaser has not become obligated to pay, and has not taken any action that would result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with the Agreement, except for any fees or other payments which would not result in any Liability or obligation to the Seller.

6. INDEMNITY.

6.1 Indemnification by the Seller.

(a) Seller's deliverables, including without limitation the Inventories, the Test Equipment, the Patent, the Trade Name and all other Assets tangible and intangible, are provided "AS IS" under this Agreement. Seller's obligation to hold harmless, defend and indemnify Purchaser is, subject to other limitations in this Agreement, limited to any claims, demands or damages by third parties made against Purchaser and arising out of any claim or allegation based upon sales of Socket Modem products by Seller before the Effective Date. This limited indemnification and duty to defend and hold harmless by Seller does not apply to any obligation specifically undertaken in this Agreement by Purchaser relating to Socket Modem products. For avoidance of doubt, the limited duty to indemnify under this section does not include the duty to indemnify, defend and hold harmless Purchaser for the activities that continued or were conducted by Purchaser after the Effective Date.

(b) Other than the right to a refund under Section 1.1(b), and Seller's limited indemnification obligations above, from and after the Effective Date, the provisions of this Section 6 shall provide the sole and exclusive contractual remedy of the Purchaser for any Breach of this Agreement by the Seller, and shall preclude the assertion of any other right or remedy by the Purchaser in connection with this Agreement, except by way of offset, counterclaim or recoupment.

6.2 Indemnification by the Purchaser. Subject to other limitations in this Agreement, Purchaser shall hold harmless, defend and indemnify the Seller from and against, and shall fully compensate and reimburse the Seller for, any Damages that are suffered or incurred by the Seller (regardless of whether or not such Damages relate to any third-party claim) that arise after the Effective Date and for avoidance of doubt, including without limitation: from or as a result of (i) any Breach of the representations, warranties or covenants of the Purchaser under this Agreement; (ii) Purchaser's failure to comply with its obligations herein to support, use, sell, offer for sale, distribute, manufacture the Socket Modem products and the associated Test Equipment, the Patent, and the Trade Name; and (iii) any claims, demands or damages by third parties made against Seller arising out of any claim or allegation based upon products sold by Purchaser after the Effective Date.

7. LIMITATION OF LIABILITY.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT (IF ANY), THE SELLER MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS (AS DEFINED IN SECTION 4.2 HEREIN). TO THE EXTENT CONSISTENT WITH THIS AGREEMENT AND LOCAL LAW, THE SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT OF THIRD PARTIES' INTELLECTUAL PROPERTY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO THE PURCHASER FOR ANY AND ALL CLAIMS OR DAMAGES IN ANY WAY ARISING OUT OF THIS AGREEMENT, EXCEED \$100,000, EXCEPT TO THE EXTENT THAT SELLER'S INDEMNITY OBLIGATIONS UNDER SECTION 6.1(a) MAY EXCEED THAT AMOUNT.

8. MISCELLANEOUS PROVISIONS.

8.1 Further Assurances. Each party hereto shall execute and/or cause to be delivered to each other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request for the purpose of carrying out or evidencing this Agreement.

8.2 Fees and Expenses. Each party to this Agreement shall bear its own expenses, including legal fees, in connection with the execution, delivery, performance and enforcement of the Agreement.

8.3 Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address or facsimile telephone number set forth beneath the name of such party below (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto):

if to the Seller: General Counsel
 Conexant Systems, Inc.
 4311 Jamboree Road
 Newport Beach, CA 92660-3095
 Facsimile: (949) 483-4176

if to the Purchaser: Multi-Tech Systems, Inc.
 Raghu Sharma, President
 2205 Woodale Drive
 Mounds View, MN 55112
 Facsimile: (763) 717-5781

8.4 Headings. The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

8.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

8.6 Successors And Assigns; Parties In Interest. Neither Party may assign this Agreement or any rights hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, either party may assign, delegate or sublicense all or any portion of its rights and obligations under this Agreement to: (i) its subsidiaries, Affiliates or the surviving entity resulting from a merger or consolidation involving that party; (ii) the acquiring entity of a sale or other disposition of all or substantially all of the assets of that party as a whole or any of its lines of business or divisions; or (iii) any other Entity that is created as a result of a spin-off from, or similar reorganization transaction of that party or any line of business or division of that party.

8.7 No Third Party Beneficiaries. The provisions of this Agreement are not intended to provide any rights or remedies to any Person other than the parties to this Agreement and their respective successors and permitted assigns (if any).

8.8 Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

8.9 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the Purchaser and the Seller.

8.10 Severability. In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

8.11 Entire Agreement. This Agreement and the corresponding schedules hereto set forth the entire understanding of the parties relating to the subject matter thereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter thereof.

8.12 Construction. For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(a) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(b) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

The parties to this Agreement have caused this Agreement to be executed and delivered as of June 28, 2002. This Agreement may be executed in counterparts.

CONEXANT SYSTEMS, INC.,
a Delaware corporation

By: Ahram Alkhalil

Title: VP, Universal Access

MULTI-TECH SYSTEMS, INC.,
a Minnesota corporation

By: Raghu Shams

Title: PRESIDENT

Schedule 2.1(c)(II)

Socket/Modem Inventory Analysis

	Current Inventory		Additional Orders		Shipments to Customers		NCNR Inventory		Delta at June-end		Conexant Cost of Inv.	
	Units	Ext. Cost	Units	Ext. Cost	Units	Ext. Cost	Units	Ext. Cost	Units	Ext. Cost	Ext. Cost	Delta
Avnet	15,256	\$ 652,048	6,765	\$ 209,674	9,964	\$ 317,216	7,109	\$ 345,378	5,098	\$ 203,628	\$ 107,832	\$ 95,796
e-Smart	22,366	\$ 782,810	-	-	-	-	-	-	22,366	\$ 782,810	\$ 493,518	\$ 289,192
Arrow	22,604	\$ 821,570	-	-	-	-	22,604	\$ 821,570	-	-	\$ 8,078	\$ 4,075
DSD	1,069	\$ 34,933	-	-	600	\$ 20,400	79	\$ 2,381	390	\$ 12,153	\$ 219	\$ 131
RTI	110	\$ 350	150	\$ 6,554	250	\$ 10,923	-	\$ -	10	\$ 350	\$ 4,474	\$ 7,060
Alcom	280	\$ 12,987	-	-	25	\$ 1,129	3	\$ 325	252	\$ 11,534	\$ 8,928	\$ 7,626
Diode	1,117	\$ 42,619	300	\$ 12,000	300	\$ 12,000	609	\$ 26,065	508	\$ 16,554	\$ -	\$ -
Esprinet	14	\$ 525	200	\$ 7,004	214	\$ 7,529	-	\$ -	-	\$ -	\$ -	\$ 247
Telsys	205	\$ 4,515	-	-	-	\$ -	41	\$ 1,304	164	\$ 3,211	\$ 2,964	\$ 247
Codico	200	\$ 9,990	50	\$ 1,700	215	\$ 7,310	13	\$ 526	36	\$ 1,307	\$ 654	\$ 654
Microlec	200	\$ 9,990	-	-	-	\$ -	200	\$ 9,990	-	\$ -	\$ -	\$ -
Unihronic	663	\$ 24,185	700	\$ 23,600	500	\$ 16,800	119	\$ 5,903	744	\$ 25,082	\$ 13,099	\$ 11,983
Avnet/e-Smart	37,622	\$ 1,434,858	6,765	\$ 209,674	9,964	\$ 317,216	7,109	\$ 345,378	27,464	\$ 986,438	\$ 601,450	\$ 384,988
Remaining	26,462	\$ 961,665	1,400	\$ 50,858	2,104	\$ 76,091	23,668	\$ 868,063	2,104	\$ 70,191	\$ 38,416	\$ 31,775

ASSIGNOR hereby warrants that to its knowledge (subject to disclosures and conditions provided under the Asset Purchase Agreement, giving rise to this Assignment, dated June 28, 2002) no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, this Assignment is executed on the day indicated below.

ASSIGNOR: Conexant Systems, Inc.

By: Akram Attallah

Its: VP, Universal Access

Date: JUNE 28, 2002

Witness: Tobi Marshall

