

09-23-2002



Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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102229258

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):  
Magued Bishay, Randall M. Chung, James K.  
Dawson, David Escobar, Mike Fukatsu,  
Edward Andrew Jakl, Richard Arthur Mann,  
Sarit Neter, Ian Olsen, Gregory A. Urban  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Conexant Systems, Inc.  
Internal Address: 9-1802  
Street Address: 4311 Jamboree Road  
City: Newport Beach State: CA Zip: 92660-3095  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: 10/28/1999

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) 09/407,741  
B. Patent No.(s) \_\_\_\_\_  
Additional numbers attached?  Yes  No

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

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Russell C. Scott  
Internal Address: \_\_\_\_\_  
Akin, Gump, Strauss, Hauer & Feld, LLP  
Street Address: 300 West 6th Street  
Suite 2100  
City: Austin State: TX Zip: 78701

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Russell C. Scott, Reg. No. 43,103  
Name of Person Signing

Russell C. Scott  
Signature

9/18/02  
Date

Total number of pages including cover sheet, attachments, and documents: 22

OFFICE OF PATENT RECORDS  
2002 SEP 10 AM 9:26  
FINANCE SECTION

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

09/23/2002 LNUELLER 00000032 09407741

01 FC:581

40.00 DP

PATENT  
REEL: 13301 FRAME: 0767

**ASSIGNMENT OF INVENTION**

WHEREAS, **Magued Bishay, Randall M. Chung, James K. Dawson, David Escobar, Mike Fukatsu, Edward Andrew Jakl, Richard Arthur Mann, Sarit Neter, Ian Olsen and Gregory A. Urban**, hereinafter sometimes referred to as "said inventors," have invented certain new and useful improvements in **LIGHT SENSING SYSTEM WITH HIGH PIXEL FILL FACTOR**, which invention or inventions (hereinafter referred to as "invention") have been disclosed to and filed, under Docket No. **98RSS146**, in the patent files of their employer, **CONEXANT SYSTEMS, INC.**, 4311 Jamboree Road, Newport Beach, CA 92660-3095, and which invention will be covered by a patent application being filed herewith.

WHEREAS, **CONEXANT SYSTEMS, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having its principal place of business at Newport Beach, California, is desirous of acquiring the entire right, title, and interest in and to said invention, improvements, application, and any Letters Patent which may be granted therefor or thereupon, together with any and all divisions, continuations, reissues and extensions thereof:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said inventors have sold, assigned and transferred and by these presents do sell, assign and transfer unto **CONEXANT SYSTEMS, INC.**, the entire right, title and interest in and to said invention and in and to said application and in and to all Letters Patent to be obtained for said invention by the above application or any continuation, continuation-in-part, division, renewal, or substitute thereof, or any reissue or re-examination thereof, for the territory of the United States of America and for all foreign countries; said invention and application to be held and enjoyed by the said **CONEXANT SYSTEMS, INC.**, for its own use and benefit and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent on same will be granted, as fully and entirely as the same would have been held by said inventors had this Assignment and sale not been made.

FURTHER, said inventors agree to sign all lawful papers necessary or helpful in obtaining a patent on said invention or in filing any divisional, continuation, continuation-in-part, substitution, or reissue application on said invention or in obtaining any re-examination thereof.

Executed at the location of Newport Beach,  
(City/County)

this 20<sup>th</sup> day of September, 19 99.

First Inventor

*[Signature]*  
**Magued Bishay**

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

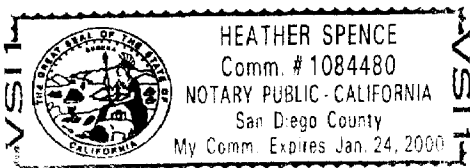
State of California

County of Orange

I, Heather Spence, a Notary Public in and for County and State aforesaid, do hereby certify that

Magued Bishay, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth

Given under my hand and notarial seal this 20<sup>th</sup> day of September, 1999.



*[Signature]*  
Notary Public

Executed at the location of Laguna Niguel / Orange  
(City/County)

this 25 day of September, 1999.

Second Inventor

  
Randall M. Chung

Witness: Priscilla J. Chung

Date: Sept. 25, 1999

Executed at the location of Newport Beach / Orange County,  
(City/County)

this 20 day of SEPT, 19 99.

Third Inventor

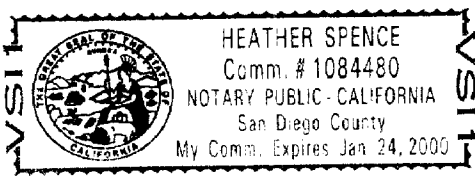
James K. Dawson  
**James K. Dawson**

~~Witness:~~ \_\_\_\_\_ ~~Date:~~ \_\_\_\_\_

State of California  
County of Orange

I, Heather Spence, a Notary Public in and for County and State aforesaid, do hereby certify that James K Dawson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth

Given under my hand and notarial seal this 20 day of September, 1999.

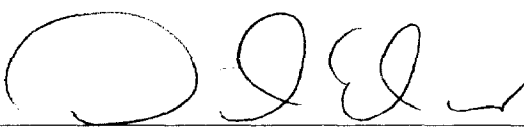


Heather Spence  
Notary Public

Executed at the location of Laguna Hills / Orange  
(City/County)

this 1st day of October, 1999.

Fourth Inventor

  
**David Escobar**

Witness: Edward A. Jell Date: 10/1/99

Executed at the location of Laguna Hills / Orange  
(City/County)

this 1<sup>st</sup> day of October, 1999.

Sixth Inventor

Edward Andrew Jakl  
Edward Andrew Jakl

Witness: Jyaku Date: 10/1/99

Executed at the location of Torrance, California,  
(City/County)

this 10 day of Oct., 19 99.

Seventh Inventor

Richard Arthur Mann  
Richard Arthur Mann

Witness: [Signature] Date: 10/10/99



Executed at the location of Irvine CA,  
(City/County)

this 04 day of October, 1999.

Eighth Inventor

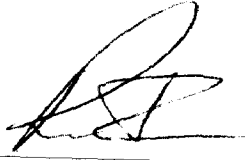
Sarit Neter  
**Sarit Neter**

Witness:  Date: 10-4-99  
BORDEN MOWER

Executed at the location of NEWPORT BEACH CA.  
(City/County)

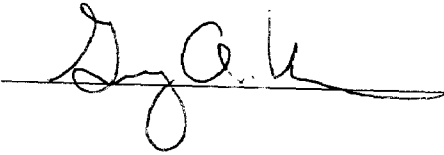
this 28<sup>th</sup> day of OCTOBER, 1999.

Ninth Inventor



Ian Olsen

Witness:




Date:

10/28/99

Executed at the location of Laguna Hills / orange county,  
(City/County)

this 1 day of OCTOBER, 1999.

Tenth Inventor

  
Gregory A. Urban

Witness:  Date: 10/1/99

## DECLARATION OF RUSSELL C.SCOTT

I, Russell C. Scott, hereby declare that, on information and belief, the attached documents are true and correct copies of documents supporting that, at the time of the invention referred to in the accompanying Recordation Form Cover Sheet (the "Invention"), Mr. Michael Fukatsu was under an obligation to assign his entire right, title, and interest in any invention, discovery, idea, or improvement, to Rockwell Semiconductor Systems, Inc. (later to be known as Conexant Systems, Inc.)

On information and belief, I hereby state that the attached Report for Work Notice and Employment Agreement (Attachment A, the "Employment Agreement") is a true and correct copy of the original Employment Agreement which was signed by Mr. Fukatsu on June 30, 1997, wherein, pursuant to paragraph 2(d) of the Employment Agreement, Mr. Fukatsu assigned his entire right, title, and interest in any invention, discovery, idea, or improvement that he made, suggested, conceived, devised, or first actually reduced to practice to Rockwell Semiconductor Systems, Inc.

During at least the time period from June 30, 1997 to August 14, 1998 (see Attachment B), Mr. Fukatsu was employed by Rockwell Semiconductor Systems, Inc. ("Rockwell") where he was under the above noted contractual obligations of the Employment Agreement.

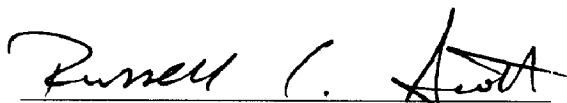
On May 29, 1998, Mr. Fukatsu signed a Rockwell Innovation Disclosure (see Attachment C) that at least discloses the Invention and supports the assertion that, at the time of the Invention, Mr. Fukatsu was under the contractual obligations of the Employment Agreement to

assign his rights in the Invention to Rockwell and had indeed assigned his rights in the Invention to Rockwell.

I hereby declare that, on October 14, 1998, Rockwell Semiconductor Systems, Inc. changed its name to "Conexant Systems, Inc." and filed such name change with the State of Delaware Office of the Secretary of State (see Attachment D).

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application, declares that the facts set forth in this declaration are true; all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

Date: 9/17/02

  
\_\_\_\_\_  
Russell C. Scott



Attachment A

# Report for Work Notice and Employment Agreement

Last Name Fukatsu		Suffix	First Name Michael		I T	Social Security No. 566-79-1155	Date 6/30/97
Sex M	Birth Date 4-12-72	Marital Status: Married Single <input checked="" type="checkbox"/>		Hire Status New Hire			
Home Address 1950 16th Street #L-212			City Newport Beach	State CA	Zip 92663	Tel. No. (714) 722-5832	
Job Code TNO16		Job Title Systems Eng. II		Shift I	Identification		Human Resources Rep. J. LaPlante
Div. 039	Dept. 871	Group 286	Dept. Name Video Processing		Dept. Head	Base Rate	Pay Rate

Until you have fulfilled all conditions of employment and the Employment Certification, Invention, Secrecy Agreement, Non-Solicitation of Co-Workers and other clauses appearing below have been signed by you and by our authorized agent, you are not employed by this Company.

### 1. Employment Certification

I realize that the terms of my employment shall be in accordance with Company policies, rules, and regulations, that may be posted or published at any time. I understand that changes in the type of work, hours, rates of pay, shift, days off and total hours worked each day or week may be made at the discretion of the Company. I also realize that all employees except those reinstated are subject to a probationary period following hire.

### 2. Invention Agreement

In partial consideration of my employment by Rockwell Semiconductor Systems, Inc., one of its subsidiaries, their successors or assigns (hereafter designated "Rockwell"), I agree that I will promptly disclose to Rockwell any invention, discovery, idea or improvement, whether or not patentable (hereafter termed "invention" or "inventions") that I make, suggest, conceive, devise or first actually reduce to practice, solely or jointly with others, during said employment, and which at the time of disclosure to Rockwell or at the time of making, suggesting, conceiving, devising or first actually reducing to practice

- (a) results from or is related to any assignments given to or assumed by me
- (b) is subject to any contractual obligation of Rockwell to a third part, including, without limitation, the Government of the United States of America, or
- (c) utilized the time, equipment, supplies, facilities, or trade secret information of Rockwell, or
- (d) pertains to any actual or anticipated Rockwell work, product, research, business activity, or any logical extension thereof,

and I will assign and do hereby assign to Rockwell my entire right, title, and interest (domestic and foreign and including all rights under the International Convention for the Protection of Industrial Property) in all such inventions, subject to the requirements of law, and without further compensation or award of any kind to me from Rockwell, the Government, or any customer. I further agree, in connection with any such invention, I will at any time, either during or after said employment, at the request and expense of Rockwell, but without further consideration to me from Rockwell assist Rockwell in obtaining, maintaining and enforcing patents on such inventions in any and all countries and will execute, acknowledge and deliver any lawful document or paper which in the opinion of Rockwell's counsel is necessary or helpful from Rockwell's standpoint, including without limitation, any patent application, assignment, license, or any paper in connection with any contractual obligation, litigation or controversy pertaining to any such invention or any patent issuing thereon.

### 3. Company and Government Property

All documents or things coming into my possession, custody or control by virtue of my employment (except those documents directed to me as an employee for my personal use and identified by Rockwell as being the property of the employee) are the property of Rockwell (or the Government or Rockwell's customers, as the case may be) and all of such property in my possession, custody or control at the time of termination of my employment will be delivered to Rockwell at that time.

### 4. Secrecy Agreement

If during the period of my employment I have access to any information, technical or otherwise, including any computer software, which is confidential or proprietary to Rockwell, its customers, subcontractors and any other individuals or companies having any kind of associated or relationship with Rockwell, I will not, except as required by my duties as an employee of Rockwell, use or disclose or authorize anyone else to use or disclose, any such information, either during my employment or thereafter for so long as such information is not publicly or generally known. Anything possessed by me which discloses or embodies such information will be delivered to Rockwell prior to my leaving its employ.

I agree not to disclose information concerning the work-in-progress at Rockwell to anyone not authorized to receive it. I am aware that careless handling of classified information and/or the unauthorized disclosure of such information or information relating to national defense is punishable under the Federal Espionage and National Security Laws and Regulations, including but not limited to Title 18 USC Sections 793 to 799, Sections 2151 through 2157, Executive orders 10104, 12065, and 10865 and the National Security Act of 1947 and any amendments or supersedures to the above.

### 5. Agreement Regarding Employment

I acknowledge that my employment is of indefinite duration and that it can be terminated with or without cause and notice at any time, either by Rockwell or me, except as otherwise provided by the terms of a collective bargaining agreement applicable to me. I understand that no member of management, or other official or agent of Rockwell has authority to make any agreement (oral, written or implied) or other representations contrary to the above statement. However, an officer of the Company can do so in written agreement signed by the officer and me.

### 6. Duty of Loyalty

During the course of my employment by the Company, I will fulfill my duty of loyalty to it, which includes, but is not limited to, not engaging in any business activity that is competitive with any business activity of the Company. Such an activity includes, but is not limited to, forming or making plans to form a business entity that is or may be competitive with any business of the Company.

### 7. Non-Solicitation of Co-Workers

I acknowledge that Rockwell makes a considerable investment in the recruitment and training of its employees and that the loss of its employees to other companies can damage Rockwell financially. I understand that as an employee I will become familiar with the expertise, skills and abilities of my co-workers and that Rockwell considers this information to be proprietary information that must not be disclosed to its competitors. In consideration of my employment with Rockwell, it is agreed that both while employed by Rockwell and for a period of eighteen (18) months after my employment ends, I will not solicit nor will I assist any other company in soliciting any Rockwell employee to leave Rockwell and join another company. I also agree that in addition to any damages that may be recovered, the prevailing party in any legal action to enforce this non-solicitation agreement shall be entitled to recover its costs and attorneys' fees from the other party.

### 8. Address Information (California Residents Only)

I hereby declare that I am a resident of the State of California residing at the above stated address. Should I become a nonresident at any time, I will promptly inform you of that fact and execute a Certificate of Nonresidence, California State Form 591. Should I change my marital status, as set forth above, I will promptly notify you of the fact on Rockwell form 25-B.

Rockwell Semiconductor Systems, Inc.

(signed)

(signed)   
Authorized Agent

(date) 6/30/97  
PATENT

ADDENDUM TO THE

REPORT FOR WORK NOTICE AND EMPLOYMENT AGREEMENT (FORM 51-X)  
(CALIFORNIA)

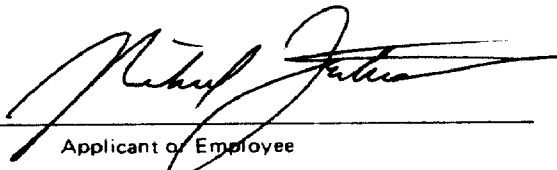
**NOTE: ROCKWELL INTERNATIONAL EMPLOYEES HIRED AFTER JANUARY 1, 1980, WHOSE PLACE OF EMPLOYMENT IS IN CALIFORNIA, AS WELL AS THOSE WHO ARE TRANSFERRED WITHIN ROCKWELL TO WORK IN CALIFORNIA, SHALL EXECUTE THE FOLLOWING AGREEMENT IN ADDITION TO THE REPORT FOR WORK NOTICE AND EMPLOYMENT AGREEMENT (FORM 51-X).**

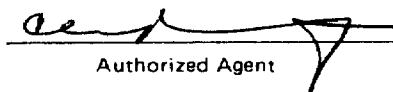
I am aware of the provisions of the Labor Code of California, Sections 2870-2872, which are set forth below and which shall apply while I am employed by Rockwell International Corporation, one of its subsidiaries, their successors or assigns (hereinafter designated "Rockwell"), in the State of California.

I agree that all inventions made by me solely or jointly with others during the term of my employment will be identified to Rockwell promptly upon my conceiving such inventions. Upon request by Rockwell, I will disclose (by a full and clear description sufficient to enable a person skilled in the art to make and use such inventions) to Rockwell such inventions in confidence, for review by Rockwell of such issues as may arise.

I understand and agree that, with respect to work under Government contracts, title to certain patents and inventions or licenses therein shall be determined as provided by Federal law or regulation or by contract with the Government.

ROCKWELL INTERNATIONAL CORPORATION

(Signed)   
Applicant or Employee

(Signed)  6/30/97  
Authorized Agent Date

Labor Code, State of California  
Div. 3, Chapter 2, Article 3.5 enacted September 26, 1979.

2870. (a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer. (2) Result from any work performed by the employee for the employer. (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable. (As Amended Stats. 1986, c. 346, §1)

2871. No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

2872. If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

Attachment B

**Scott, Russell**

**From:** keith.bindloss@pictos.com  
**Sent:** Monday, September 16, 2002 12:48 PM  
**To:** rscott@AKINGUMP.COM  
**Cc:** crouk@AKINGUMP.COM  
**Subject:** Michael Fukatsu - Term Date

Russell,

Mike Fukatsu was employed by Rockwell from 6/30/97 until 8/14/98.  
I have the original Innovation Disclosure created 5/11/98, approved for filing, then signed by the 8 inventors (including Mike Fukatsu) on 5/29/98.

Is this enough to prove he was an employee at the time of the invention?

Keith Bindloss

-----  
Pictos Technologies, Inc.  
5000 Birch Street, Suite 7000  
Newport Beach, CA 92660  
Office: 949-417-5405  
Fax: 949-417-5585  
Email: keith.bindloss@pictos.com

--- Forwarded by Keith M Bindloss@USA@pictos on 09/16/02 10:40 AM ---

**Dottie J Schroeder**

**To:** Keith M Bindloss/USA/Pictos@CNXT  
**cc:**  
**Subject:** Michael Fukatsu - Term Date

09/16/02 10:38 AM

Hi Keith,

The term date for Michael Fukatsu (ID 402803) is 8/14/98.

Dottie

9/17/2002

**PATENT**  
**REEL: 13301 FRAME: 0782**



Attachment C


**Innovation Disclosure**

**Docket No.:** 98RSS146  
**Ranking:** APPROVED TO FILE

**1. Innovator(s)**

Name	SSN	Dept.	Mail Code	Telephone	Supervisor
See Below (Solutions section)	-			()-	

**2. Title of Invention**

CMOS Imager With a Vertical Pixel Structure to Allow Higher Fill Factor

**3. Problem Solved**

Present imager technology is all processed near the surface of the wafer. Transistors and metal inter connect lines take up space in the pixel that cannot be used for light detection. This is mainly due to the current processing methodology of 1- Implants, followed by 2- poly silicon deposition (used for transistor gates) and finally 3- metal interconnects.

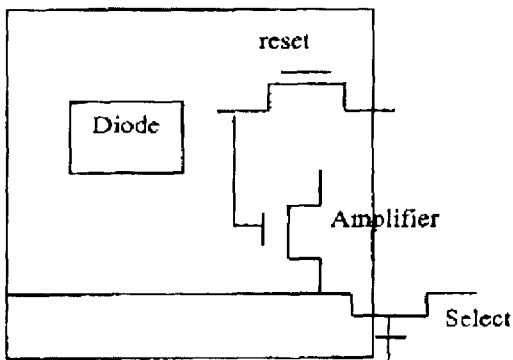
The photo diode (light sensing area) is limited to a portion of total pixel are (the ratio is known as a fill factor). As additional features are added, less and less are is available for the light sensing area.

**4. Previous Solutions****5. Solution****INVENTORS:**

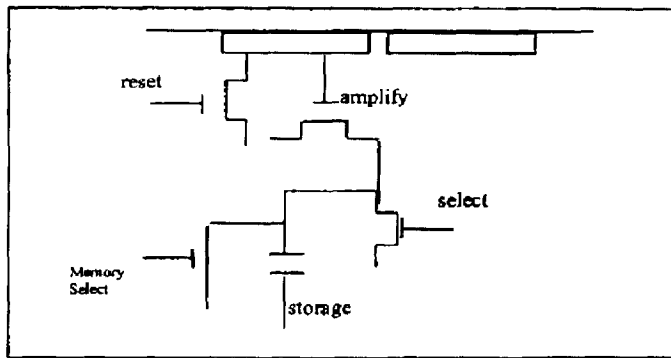
Megued Bishay	Dept 871	MS K03-350	714-221-5797
Randy Chung	Dept 871	MS K03-350	714-221-6825
Jim Dawson	Dept 815	MS E08-800	714-221-4967
David Escobar	Dept 843	MS E08-802	714-221-7399
Mike Fukatsu	Dept 871	MS K03-350	714-221-7688
Ed Jakl	Dept 843	MS E08-802E	714-221-7403
Sarit Neter	Dept 871	MS K03-350	714-221-7632
Ian Olsen	Dept 872	MS E08-802	714-221-6789

Vertical CMOS (or any semiconductor processing) pixels structures will allow for the maximum possible fill factor. At the surface the photo diode would occupy the entire area, un-encumbered by ancillary circuitry. The circuitry (consisting of reset, amplification, pixel select, etc....) would reside below the photo-sensing area. Additional pixel features such as a memory storage circuit or additional amplification methods can be added without sacrificing photo sensitive areas or increasing pixel size.

**Present Pixel  
Top View**



**Vertical Pixel  
Side View**



**6. Differences/Advantages Over Previous Solutions**

**7. Status of Innovation**

Idea If "Other", please specify

**8. Product or program in which innovation will be used:**

**9. Has anyone disclosed or does anyone plan to disclose your innovation outside the Company?**

Yes  No  Don't Know

If "Yes", where:

10. Has anyone proposed or does anyone plan to propose a product or program to a customer which includes your Innovation?

Yes  No  Don't Know

If "Yes", when and how:

11. Innovator signature(s): (Do not use black ink)

\_\_\_\_\_ Date \_\_\_\_\_

Qtr Evaluated: 3Q98  
Group: Personal Imaging Division  
Technology:  
Sub Technology 1:  
Sub Technology 2:  
Products:

Entered: James K Dawson @ 05/11/98 04:20 PM  
Modified: James K Dawson @ 05/11/98 05:48 PM

Revision History:  
Revised: 11-May-1998 04:26 PM by James K Dawson  
11-May-1998 04:29 PM by James K Dawson  
11-May-1998 05:31 PM by James K Dawson  
11-May-1998 05:48 PM by James K Dawson

FUKATSU. →

*[Handwritten signatures and initials]* 5/29/98

*[Handwritten signature]* "

*[Handwritten signature]* "

*[Handwritten signature]* "

*[Handwritten signature]* "

*[Handwritten signature]* "

*[Handwritten signature]* "

*[Handwritten signature]* "

*[Handwritten signature]* "

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ROCKWELL SEMICONDUCTOR SYSTEMS, INC.", CHANGING ITS NAME FROM "ROCKWELL SEMICONDUCTOR SYSTEMS, INC." TO "CONEXANT SYSTEMS, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF OCTOBER, A.D. 1998, AT 4:30 O'CLOCK P.M.



*Edward J. Freel*

Edward J. Freel, Secretary of State

2650153 8100

991151248

AUTHENTICATION:

9692520

DATE:

04-19-99

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
ROCKWELL SEMICONDUCTOR SYSTEMS, INC.

---

Pursuant to Section 242 of the General  
Corporation Law of the State of Delaware

---

Rockwell Semiconductor Systems, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: Resolutions setting forth a proposed amendment to the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and directing that said amendment be submitted to the sole shareowner of the Corporation for its consideration were duly adopted by the unanimous written consent of the Board of Directors of the Corporation dated as of October 13, 1998.

SECOND: Thereafter, said amendment was approved in accordance with Section 228 of the General Corporation Law of the State of Delaware by the Consent of Sole Shareowner of the Corporation dated as of October 13, 1998.

THIRD: Said amendment would amend the Certificate of Incorporation of the Corporation by deleting Article FIRST and substituting in lieu thereof the following new Article FIRST, to read in its entirety as follows:

"FIRST: The name of the Corporation is  
Conexant Systems, Inc."

FOURTH: Said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FIFTH: Said amendment shall become effective immediately upon filing of this Certificate of Amendment of Certificate of Incorporation with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its officer thereunto duly authorized this 14th day of October, 1998.

ROCKWELL SEMICONDUCTOR SYSTEMS, INC.

By: *Dwight W. Decker*  
Dwight W. Decker  
President and Chief Executive  
Officer