

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/17/2004

CONVEYING PARTY DATA

Name	Execution Date
Virata Limited	12/17/2004

RECEIVING PARTY DATA

Name:	Conexant Systems, Inc.
Street Address:	100 Schulz Drive
City:	Red Bank
State/Country:	NEW JERSEY
Postal Code:	07701

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6111858
Patent Number:	6122279
Patent Number:	6128299
Patent Number:	6397305
Patent Number:	6470428
Patent Number:	6711169
Patent Number:	6754899
Patent Number:	6990062
Application Number:	10940497

CORRESPONDENCE DATA

Fax Number: (770)951-0933
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: brooke.french@tkhr.com
 Correspondent Name: Daniel R. McClure

OP \$360.00 6111858

Address Line 1: 100 Galleria Pkwy
Address Line 2: Suite 1750
Address Line 4: Atlanta, GEORGIA 30339

NAME OF SUBMITTER:

Daniel R. McClure

Total Attachments: 9
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GLOBESPANVIRATA

(Reg. No. 2798338)

(the "Company")

Written Resolution of the Sole Director

Passed on 17 December 2004.

Purpose of the meeting

- 1 IT WAS NOTED that the purpose of the resolution was to consider the proposed reduction of the Company's share capital and the proposal to waive and/or assign certain indebtedness owing to the Company by its parent company and by other subsidiaries of that parent company.
- 2 IT WAS FURTHER NOTED that on 10 September 2004 the Company had been re-registered as an unlimited company and that accordingly it was now permitted by article 3.1.5 of its Articles of Association by special resolution to reduce its share capital and any share premium account in any way.
- 3 IT WAS FURTHER NOTED that it was proposed that the Company should:
- 3.1 reduce its share capital by the sum of £648,113 by the cancellation of 64,811,300 ordinary shares of 1p each;
- 3.2 reduce its share premium account by the sum of £21,184,096; and
- 3.3 credit its profit and loss reserve with the sum of £21,832,209.
- 4 IT WAS FURTHER NOTED that, within the debtors of the Company, there is owed to the Company in aggregate the sum of £21,832,209 (or the US\$ equivalent of such amount) by its parent company (Conexant, Inc.) and another subsidiary of that parent company, Conexant Systems (UK) Limited. Such aggregate sum comprises the sum of £18,176,759 (or the US\$ equivalent of such amount) owed by Conexant, Inc. and £3,655,450 (or the US\$ equivalent of such amount) owed by Conexant Systems (UK) Limited. It was proposed that:
- (a) the debt due from Conexant, Inc. be irrevocably waived by the Company and thereby extinguished; and
- (b) the debt due from Conexant Systems (UK) Limited be irrevocably assigned to Conexant, Inc..

Documents

- 5 The following documents had been produced:

- 5.1 a draft written resolution (the "**Written Resolution**") of the sole member of the company approving the reduction of the share capital of the Company; and
- 5.2 draft deed (the "**Deed of Waiver and Assignment**") to be executed by the Company effecting the waiver and/or assignment of the various debts described in paragraph 4 above.

Resolutions

6. IT WAS UNANIMOUSLY RESOLVED THAT:

- 6.1 the proposed reduction of capital of the Company be and hereby is approved;
- 6.2 the Written Resolution be and hereby is approved and that the secretary of the Company be and hereby is instructed to deliver it to the sole member of the Company for signature forthwith;
- 6.3 subject to the Written Resolution being signed, any director of the Company be and hereby is authorised to take such steps and execute such documents as may be required to give effect to the reduction of capital, including making all necessary entries in the books and accounts of the Company, and that any two directors or any director and the company secretary be and hereby are authorised to execute any document requiring to be executed as a deed;
- 6.4 the proposed waiver and assignment of the debtors described in paragraph 4.4 be and hereby is approved;
- 6.5 the Deed of Waiver and Assignment be and hereby is approved; and
- 6.6 subject to the Written Resolution being signed, any two directors of the Company, or any director acting with the Secretary of the Company, be and are hereby authorised to execute the Deed of Waiver and Assignment and deliver it to CI and any director of the Company be and hereby is authorised to take such steps and execute such other documents as may be required to give effect to the waiver and assignment of such debtors, including making all necessary entries in the books and accounts of the Company.

Filing

- 7 The Secretary is hereby instructed to file the signed Written Resolution at the Companies' Registry.



.....
Director

PAUL WALSH

THE COMPANIES ACT 1985, AS AMENDED
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION
OF
THE SOLE SHAREHOLDER OF
GLOBESPANVIRATA
(the "Company")
(Registered no. 2798338)

We, the undersigned, being the sole member for the time being of the above-named Company, hereby pass the following Resolution as a Special Resolution of the Company and agree that the said Resolution shall, pursuant to Article 53 of Table A which forms part of the Articles of Association of the Company, for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

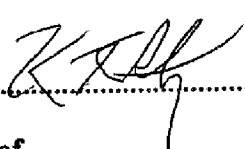
SPECIAL RESOLUTION

THAT in accordance with article 3.1.5 of the Articles of Association the Company shall and does hereby:

- (a) reduce its share capital from £648,113.64 to £0.64 by the cancellation of 64,811,300 ordinary shares of 1p each;
- (b) reduce its share premium account by the sum of £21,184,096; and
- (c) credit its profit and loss reserve with the sum of £21,832,209.

Dated ~~January 2005~~ 17 DECEMBER 2004

SIGNED BY



For and on behalf of
CONEXANT, INC.
Kerry Petry, CFO and Treasurer

Dated 17 December 2004

GLOBESPANVIRATA

and

CONEXANT, INC.

DEED

**relating to a waiver of
payments due under a debt and
assignment of payment due under a debt**

DATED:

17 December 2004

THIS DEED

BETWEEN:

1. **GLOBESPANVIRATA**, an unlimited company incorporated in England and Wales with registered number 2798338 whose registered office is at 230 Science Park, Milton Road, Cambridge, Cambridgeshire CB4 0WB ("**GSV**"); and
2. **CONEXANT, INC.**, a company incorporated in the state of Delaware, United States of America and whose corporate headquarters are situate at 4000 MacArthur Boulevard, Newport beach, CA92660-3095 United States of America ("**CI**").

WHEREAS:

- (A) CI is the legal and beneficial owner of the entire issued share capital of GSV.
- (B) CI is the legal and beneficial owner of the entire issued share capital of another company, Conexant Systems (UK) Limited ("**CS(UK)**").
- (C) The sum of £18,176,759 (or the US\$ equivalent of such amount) is owed by CI to GSV (the "**CI Indebtedness**").
- (D) The sum of £3,655,450 (or the US\$ equivalent of such amount) is owed by CS(UK) to GSV in respect of the transfer of GSV's business to CS(UK) (the "**CS(UK) Indebtedness**").
- (E) As part of a group reorganisation, it is intended that all of GSV's assets will in due course be distributed to CI and GSV will be struck off.
- (F) GSV has agreed to waive its right to receive payment in respect of the entire amount of the CI Indebtedness and GSV and CI agree to set out the terms and conditions of such waiver in this deed.
- (G) GSV has agreed to assign its right to receive payment in respect of the entire amount of the CS(UK) Indebtedness to CI and GSV and CI agree to set out the terms and conditions of such waiver in this deed.

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 The headings in this deed shall not affect the interpretation of this deed.
- 1.2 References to clauses are references to clauses in this deed.

2 WAIVER OF THE CI INDEBTNESS

2.1 With effect from the date of this deed and subject to clause 4 below, GSV agrees irrevocably to waive CI's obligation to make payment to GSV in respect of the entire amount of the CI Indebtedness and CI agrees to accept such waiver.

3. ASSIGNMENT OF THE CS(UK) INDEBTEDNESS

3.1 With effect from the date of this deed and subject to clause 4 below, GSV agrees to assign, with full title guarantee, to CI absolutely and without recourse to GSV, all of its right, title and interest in and to repayment of the entire amount of the CS(UK) Indebtedness and CI agrees to accept such assignment.

3.2 CI shall execute and deliver to CS(UK) a notice in the form set out in the Schedule hereto.

4 CONDITIONS

The validity of this deed is subject to a written resolution being passed by CI in its capacity as sole shareholder of GSV, approving under article 3.1.5 of the Articles of Association of GSV:

- (a) the reduction of the share capital of GSV by the sum of £648,113 by the cancellation of 64,811,300 ordinary shares of £0.01 each; and
- (b) the reduction of the share premium account by the sum of £21,184,096.

5 COSTS

Each party shall bear its own costs in relation to the negotiations leading up to the execution of this deed and to the preparation, execution and carrying into effect of this deed and any matters contemplated by it.

6 FURTHER ASSURANCE

Each party shall from time to time at its own cost, on being reasonably requested to do so by the other party, perform or procure the performance of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to such other party to give full effect to this deed and to secure such other party the full benefit of the rights, powers and remedies conferred upon such party by or pursuant to this deed.

7 ENTIRE DEED

The written terms of this deed constitute the entire understanding and constitute the whole deed in relation to its subject matter and supersede any previous deed between the parties in respect thereto.

8 AMENDMENT

This deed may be amended or modified in whole or in part by a deed in writing executed in the same manner and by the same persons as this deed.

9 WAIVER

No failure to exercise or delay in exercising any right or remedy under this deed shall constitute a waiver thereof and no waiver by any party of any breach or non-fulfilment by any of the other parties of any provision of this deed shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof.

10 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed has no right under The Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this deed.

11 COUNTERPARTS

This deed may be executed in one or more counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this deed, but all the counterparts shall together constitute the same instrument.


12 GOVERNING LAW

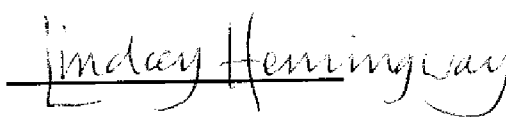
12.1 This deed shall be governed by and construed in accordance with English law.

12.2 In relation to any legal action or proceedings to enforce this deed or arising out of or in connection with this deed each of the parties irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales and waives any right to object to such proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inappropriate forum.


IN WITNESS WHEREOF the parties hereto have executed this deed on the date set out above.

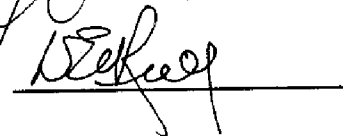
Executed as a deed)
by **GLOBESPANVIRATA**)
acting by:)
Paul Walsh (Director))
and)
Lindsey Hemingway (Secretary))





Executed as a deed)
by **CONEXANT, INC.**)
acting by:)
J. Scott Blouin _____ (Director))
and)
Dennis O'Reilly _____ (Director & Secretary))





THE SCHEDULE

Notice of Assignment to Conexant Systems (UK) Limited from Conexant, Inc.

Dated 12 January 2005

Dear Sirs

We refer to Deed relating to a waiver of payment due under a debt and assignment of payment of due under a debt dated 12 January 2005 (the "Agreement") between yourselves and GlobespanVirata (formerly GlobespanVirata Limited) (the "Assignor").

We give notice to you that pursuant to the terms of an Assignment 12 January 2005 the Assignor has assigned to us all its rights, title and interests to receive payment from you under the Agreement.

Yours faithfully



J. Scott Blouin,

Its President

for and on behalf of

CONEXANT, INC.