

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Zarlink Semiconductor V.N. Inc.	10/25/2006
Zarlink Semiconductor, Inc.	10/25/2006

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: 23

Property Type	Number
Patent Number:	7082138
Patent Number:	6999416
Patent Number:	6868095
Patent Number:	6697873
Patent Number:	6990529
Patent Number:	6954424
Patent Number:	6775722
Application Number:	09808652
Application Number:	09824951
Application Number:	09866259
Application Number:	10263880
Application Number:	10264016
Application Number:	09969702
Application Number:	10284856

PATENT

500177141

REEL: 018498 FRAME: 0775

OP \$920.00 7082138

Application Number:	10285952
Application Number:	10319304
Application Number:	10729804
Application Number:	10326352
Application Number:	10750445
Application Number:	10812141
Application Number:	10881226
Application Number:	10901873
Application Number:	10903437

CORRESPONDENCE DATA

Fax Number: (770)951-0933

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: dan.mcclure@tkhr.com

Correspondent Name: Daniel R. McClure

Address Line 1: 100 Galleria Pkwy

Address Line 2: Suite 1750

Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:	60706-9011
NAME OF SUBMITTER:	Daniel R. McClure

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**Assignment Agreement**") is made and entered into the 25th day of October, 2006 among Conexant Systems, Inc., a Delaware corporation ("**Assignee**"), Zarlink Semiconductor V.N. Inc., a California corporation ("**Zarlink US**"), Zarlink Semiconductor Inc., a company organized under the Canada Business Corporations Act ("**Zarlink Canada**" and together with Zarlink US, "**Assignor**").

BACKGROUND

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated October 25th, 2006 (the "**Agreement**"), pursuant to which Assignor has agreed to assign to Assignee certain Intellectual Property upon the terms and conditions set forth therein. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement; and

WHEREAS, pursuant to the Agreement, Assignor and Assignee are entering into this Assignment Agreement in respect of such assignment.

NOW, THEREFORE, for good and valuable consideration as recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Assignor and Assignee agree as follows:

1. Effective as of the Closing Date, Assignor hereby sells, transfers, assigns and delivers to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property listed on Schedule A attached hereto (which is incorporated into and made a part of this Assignment Agreement) and all continuations, divisions, extensions, reissues, and foreign counterparts thereof.
2. This Assignment Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
3. This Assignment Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.
4. None of the provisions of this Assignment Agreement may be waived, changed or altered except in a writing by all of the parties hereto.
5. This Assignment Agreement shall be governed by and construed in accordance with, the laws of the State of New York, without giving effect to any conflicts of law principles.

6. In the event of a conflict between the terms and conditions of this Assignment Agreement and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, ASSIGNOR MAKES NO, AND EXPRESSLY DISCLAIMS ANY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF THE INTELLECTUAL PROPERTY ASSIGNED HEREUNDER, INCLUDING WITH RESPECT TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT.

7. Each party shall cooperate and take such action as may be reasonably requested by another party in order to carry out the provisions and purposes of this Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment Agreement to be duly executed the day and year first above written.

Assignee:

CONEXANT SYSTEMS, INC.

By: 

Name: Scott Blouin

Title: Chief Financial Officer

Assignors:

ZARLINK SEMICONDUCTOR INC.

By: _____

Name: Donald G. McIntyre

Title: Senior-Vice President Human
Resources, General Counsel &
Secretary

By: _____

Name: Scott Milligan

Title: Senior-Vice President & Chief
Financial Officer

ZARLINK SEMICONDUCTOR V.N. INC.

By: _____

Name: Donald G. McIntyre

Title: Vice-President

By: _____

Name: Scott Milligan

Title: Chief Financial Officer & Treasurer

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Title: Chief Financial Officer & Treasurer