

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GlobespanVirata, Inc.	02/28/2004
RECEIVING PARTY DATA	
Name:	Brooktree Broadband Holding, Inc.
Street Address:	4000 MacArthur Blvd.
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10644023
CORRESPONDENCE DATA	
Fax Number:	(646)710-5433
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 408-5433
Email:	DHopkins@Chadbourne.com
Correspondent Name:	Dennis Hopkins
Address Line 1:	Chadbourne & Parke LLP
Address Line 2:	30 Rockefeller Plaza
Address Line 4:	New York, NEW YORK 10112
ATTORNEY DOCKET NUMBER:	14733.058
NAME OF SUBMITTER:	Dennis C. Hopkins

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Total Attachments: 6
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**INTELLECTUAL PROPERTY
CONTRIBUTION AGREEMENT**

This Intellectual Property Contribution Agreement, (this "**Agreement**") effective as of February 28, 2004 (this "**Contribution Date**"), is made by and between GlobespanVirata, Inc., a Delaware corporation ("**GSV**"), and Brooktree Broadband Holding, Inc., a Delaware corporation ("**BBH**").

WITNESSETH:

WHEREAS, BBH is a wholly-owned subsidiary of GSV;

WHEREAS, GSV desires to transfer, convey, assign and deliver all of its right, title and beneficial interest in certain Intellectual Property (as defined below) to promote greater efficiency and economy in the management of the businesses carried on by the parties to this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, each of GSV and BBH hereby agrees as follows:

**ARTICLE I
TRANSFER OF INTELLECTUAL PROPERTY**

Section 1.1 Assignment of GSV's Intellectual Property. GSV does hereby transfer, convey, assign and deliver any and all right, title and beneficial interest in its intellectual property, excluding the Retained Intellectual Property described in Exhibit 1, of whatever kind or nature, that it owns as of the Contribution Date, including without limitation, all patents and patent applications; trademarks and applications for registration therefor; trade names; trade secrets; confidential information; copyrights and applications for registration therefor; domain names and websites; and all goodwill associated with any of the above. GSV specifically agrees to retain for BBH's benefit its account at the United States Patent and Trademark Office and any funds that may be contained in such account (which amounts at the Contribution Date do not exceed \$5,000). The rights and interests assigned hereunder are collectively referred to herein as the "**Intellectual Property**".

Section 1.2 Related Assignment Documents. Concurrently with the execution of this Agreement, the parties have entered into certain other assignment agreements: United States Trademark Assignment Agreement, International Trademark Assignment Agreement and Copyright Assignment Agreement (the "**Specific Assignment Agreements**"). To the extent that the provisions of any Specific Assignment Agreement contradicts or supplements the provisions of this Agreement as to the Intellectual Property conveyed to BBH pursuant to any such Specific

Assignment Agreement, then the provisions of such Specific Assignment Agreement shall prevail and supersede this Agreement, but only to the limited extent necessary to effectuate the intent of the parties to such Specific Assignment Agreement.

Section 1.3 Nonassignable GSV Intellectual Property. Notwithstanding anything herein to the contrary, this Agreement shall not constitute a transfer, conveyance or assignment of any GSV Intellectual Property if a transfer, conveyance or assignment or attempted transfer, conveyance or assignment of the same without the consent of another person would constitute a breach of any other agreement or entitle any other party thereto to terminate, or accelerate or assert additional material rights thereunder or with respect thereto. If any such consent is not obtained or if an attempted transfer, conveyance or assignment would be ineffective or have such other effect, then (a) GSV shall (i) promptly seek to obtain any such consent, (ii) provide or cause to be provided to BBH, to the extent permitted by law, the benefits of any such Intellectual Property, (iii) cooperate in any lawful arrangements designed to provide such benefits to BBH, (iv) enforce, at the request of and for the account of BBH, any rights of BBH arising from such Intellectual Property, and (v) promptly pay or cause to be paid to BBH when received all moneys received by GSV with respect to any such Intellectual Property; and (b) in consideration for the matters described in clause (a) above, BBH shall pay, perform and discharge on behalf of GSV any liabilities associated with such Intellectual Property in accordance with the terms thereof. If and when such consents are obtained, the transfer of the applicable Intellectual Property will be effected in accordance with the terms of this Agreement.

ARTICLE II ASSUMPTION OF LIABILITIES

Section 2.1 Assumption of GSV Liabilities. In exchange for the transfer, conveyance, assignment and delivery of the Intellectual Property pursuant to Article I hereof, BBH hereby accepts such transfer, conveyance, assignment and delivery and (b) agrees to unconditionally receive, assume and undertake to pay, perform and discharge, in a timely manner and in accordance with the terms thereof, all of the liabilities associated with the Intellectual Property.

ARTICLE III MISCELLANEOUS

Section 3.1 Further Assurances. Each party on behalf of itself and its permitted successors and assigns shall, without additional consideration, prepare, execute and deliver such further instruments and take such further actions as may be reasonably requested by the other party to make effective the intent of this Agreement and the transactions contemplated by this Agreement. In addition, GSV shall take such other actions as may reasonably be requested by BBH in order to place BBH in the same position as if such Intellectual Property had been transferred as contemplated hereby and so that all the benefits and burdens relating thereto, including possession, use, risk of loss, potential for gain and dominion, control and command, will inure to BBH.

Section 3.2 Interpretation. For the purposes of this Agreement, (a) words in the singular will be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (c) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified and (d) the word "or" shall not be exclusive.

Section 3.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey.

Section 3.4 Descriptive Headings. The article, section and other headings contained in this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

Section 3.5 Severability. If any provision of this Agreement is invalid or unenforceable, the balance of this Agreement will remain in full force and effect, provided that the essential terms of this Agreement for both parties remain valid, binding and enforceable and provided, further, that the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. In the event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the parties hereby waive to the same extent any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Section 3.6 Binding Effect; Assignment. This Agreement will be binding upon and inure solely to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement will create or be deemed to create any third party beneficiary rights in any person not a party to this Agreement. No assignment of this Agreement or of any rights or

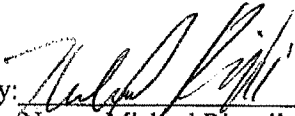
obligations hereunder may be made without the prior written consent of the parties hereto and any attempted assignment without the required consent will be null and void, provided, however, that BBH may assign any or all of its rights, in whole or in part, to any of its wholly-owned subsidiaries, but no such assignment will relieve any party of its obligations under this Agreement.

Section 3.7 Counterparts. This Agreement may be executed in any number of counterparts and may be signed by facsimile, electronic signature or other means.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

GLOBESPANVIRATA, INC.

By: 
Name: Michael Rispoli
Title: Controller

BROOKTREE BROADBAND HOLDING, INC.

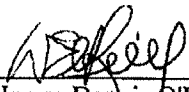
By: 
Name: Dennis O'Reilly
Title: President

Exhibit 1

Retained Intellectual Property

GlobespanVirata retains all right and beneficial interest in the intellectual property that was acquired from Intersil (*i.e.*, Wireless) and Pairgain.

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