Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: grant of patent security interest

CONVEYING PARTY DATA

Name	Execution Date
U-NAV MICROELECTRONICS CORPORATION	01/17/2007

RECEIVING PARTY DATA

Name:	BROADCOM CORPORATION
Street Address:	16215 ALTON PARKWAY
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618

PROPERTY NUMBERS Total: 28

Number
11273376
11271023
11271343
11271342
11611276
11271121
60627595
11543148
10724322
10724324
10724323
6909739
09689750
09689680
09689681

PATENT "
REEL: 018898 FRAME: 0492

500225332

Application Number:	11551113
Application Number:	11317189
Application Number:	60781131
Application Number:	11544246
Application Number:	11409799
Application Number:	11372828
Application Number:	60814997
Application Number:	60814998
Patent Number:	7010024
Patent Number:	7126535
Patent Number:	6850558
Patent Number:	7116986
Application Number:	11271729

CORRESPONDENCE DATA

Fax Number: (213)430-6407

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

Email: BARBIT@OMM.COM Correspondent Name: BERYL E. ARBIT

400 SOUTH HOPE STREET Address Line 1: Address Line 2: O'MELVENY & MYERS LLP

LOS ANGELES, CALIFORNIA 90071 Address Line 4:

ATTORNEY DOCKET NUMBER: 106,436-028 NAME OF SUBMITTER: BERYL E. ARBIT

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of January 17, 2007, is made by u-Nav Microelectronics Corporation, a Delaware corporation ("Grantor"), in favor of Broadcom Corporation, a California corporation (the "Secured Party").

RECITALS

WHEREAS, the Grantor and the Secured Party are parties to that Secured Promissory Note, dated as of the date hereof (the "Note"), pursuant to which the Secured Party loaned Debtor an aggregate amount of \$3,500,000 under the terms of the Note;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and by between the Secured Party and Grantor (the "Security Agreement"), Grantor has granted to the Secured Party a continuing lien on and security interest in certain assets of Grantor as more specifically described in the Security Agreement;

WHEREAS, Grantor and Secured Party desire to enter into this Agreement to secure the payment and performance by Grantor of its obligations under the Note.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes and the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Note, Grantor grants and pledges to the Secured Party, a first priority security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including without limitation those Copyrights, Patents and Trademarks listed on Exhibit A, Exhibit B and Exhibit C hereto, and further including, without limitation, all Proceeds thereof, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to the Secured Party, at law or in equity.

Each right, power and remedy of the Secured Party provided for herein or in the Security Agreement or the Note, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Secured Party, of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or the Note, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

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The following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyrights" shall mean all of the following now or hereafter acquired by Grantor: (i) all copyrights and registrations and applications therefor, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iv) all rights to sue for past, present and future infringements or misappropriations thereof, and (v) all other rights corresponding thereto throughout the world.

"Patent Licenses" shall mean all written agreements granting any right to practice any invention on which a Patent is in existence.

"Patents" shall mean all of the following now or hereafter owned by Grantor: (i) all patents and patent applications, (ii) all inventions and improvements described and claimed therein, (iii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iv) all income, royalties, damages and payments now and hereafter due and/or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (v) all rights to sue for past, present and future infringements or misappropriations thereof, and (vi) all other rights corresponding thereto throughout the world.

"Proceeds" shall mean all "proceeds," as such term is defined in the UCC and, in any event, shall include, without limitation, (i) all proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the Intellectual Property Collateral, (ii) all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Intellectual Property Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (iii) all claims of Grantor against third parties (A) for past, present or future infringement of any Patent or breach of a Patent License or (B) for past, present or future infringement or dilution of any Trademark or breach of a Trademark License or for injury to the goodwill associated with any Trademark or Trademark registration and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Intellectual Property Collateral.

"Trade Secrets" shall mean all trade secrets, along with all (i) income, royalties, damages and payments now and hereafter due and/or payable to Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (ii) rights to sue for past, present and future infringements or misappropriations thereof, and (iii) all other rights corresponding thereto throughout the world.

"Trademark Licenses" shall mean all written agreements granting any right to use any Trademark or Trademark registration.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Grantor: (i) all trademarks (including service marks, logos and trade names, whether registered or at common law), registrations and applications therefor, and the goodwill of Grantor's product or business associated therewith and symbolized thereby, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements, dilutions or misappropriations thereof, (iv) all rights to sue for past, present and future infringements or misappropriations thereof, and (v) all other rights corresponding thereto throughout the world.

"UCC" shall mean the Uniform Commercial Code as enacted in the State of California and amended from time to time.

Grantor represents and warrants that <u>Exhibit A</u>, <u>Exhibit B</u> and <u>Exhibit C</u> attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

For purposes of clarification, any term of this Agreement may be amended by the Grantor with the written consent of the Secured Party or its respective successors and assigns. Any amendment or waiver effected in accordance with this paragraph shall be binding upon the parties and their respective successors and assigns.

[Signatures on Next Page]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

U-N	AV MIC	ROELECTRO	NICS
COI	RPORAT	rgb/ \	
By:	9		<u> </u>
_ ,.	Name:	GREG	WEUNER
	Its:	CEO	
		\cup	

Address: 8 Hughes

Irvine, California 92618

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)
On January 12, 2007, before me, Kath, Cannu, a Notary Public
in and for said state, personally appeared Gig Winner,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he executed
the same in his/, W authorized capacity, and that by his/her signature on the instrument, the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State

(SEAL)

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the first date written above.

SECURED PARTY:

BROADCOM CORPORATION

By:

Name: Title:

SR. VICE PRESIDENT Address: 16215 ALTON PARKWAL

FRUINE CA 92608

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EXHIBIT A

Copyrights

None.

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EXHIBIT B

			<u>Patents</u>			
Description	Type	Country	Filing Date	Application Number	Status	Patent Number
Automatic Gain Control and Tuned Low Noise Amplifier for Process-Independent Gain Systems	Utility	SN	2005-11-14	11/273,376	Filed	
Quadrature Voltage Controlled Oscillator for Global Positioning System Frequencies	Utility	sn	2005-11-10	11/271,023	Filed	
Method to Eliminate PLL Lock-Up During Power Up for High Frequency Synthesizer	Utility	SN	2005-11-10	11/271,343	Filed	
Automatic Mode Setting and Power Ramp Compensator for System Power On Conditions	Utility	PCT	2005-11-10		Filed	
Automatic Mode Setting and Power Ramp Compensator for System Power On Conditions	Utility	NS	2005-11-10	11/271,342	Filed	
Two-Bit Offset Cancelling A/D Converter with Improved Common Mode Rejection and Threshold Sensitivity	Utility	PCT	2005-11-10		Filed	
Two-Bit Offset Cancelling A/D Converter with Improved Common Mode Rejection and Threshold Sensitivity	Utility	SO	2005-11-10	11/611,276	Filed	

PATENT REEL: 018898 FRAME: 0500 OC\862902.2

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Description	Type	Country	Filing Date	Application Number	Status	Patent Number
Glitchless Clock Multiplexer Controlled by an Asynchronous Select Signal	Utility	PCT	2005-11-10		Filed	
Glitchless Clock Multiplexer Controlled by an Asynchronous Select Signal	Utility	Sin	2005-11-10	11/271,121	Filed	
RF Chip for Global Positioning System Receiver	Provisional	ns	2004-11-12	60/627,595	Expired	
GPS RECEIVER FOR TIMEKEEPING APPLICATIONS Provisional	Provisional	NS	2005-10-22	11/543,148	Filed	
Networking a Plurality of Nodes	Utility	SN		10/724,322	Filed	
Positioning Receiver Hardware for Network-Based Transceiver Applications	Utility	SN		10/724,324	Filed	
Secure Communication between Network Nodes	Utility	SO		10/724,323	Filed	
Signal Acquisition System for Spread Spectrum Receiver	Utility	Singapore		200202095-6	Filed	
Signal Acquisition System for Spread Spectrum Receiver	Utility	SO		10-2002-7004761	Filed	
Signal Acquisition System for Spread Spectrum Receiver	Utility	Japan		2001-530222	Filed	
Signal Acquisition System for Spread Spectrum Receiver	Utility	Canada	2000-10-12	2,385,111	Issued	2,385,111
Signal Acquisition System for Spread Spectrum Receiver	Utility	Australia		200079252	Issued	770577
Signal Acquisition System for Spread Spectrum Receiver	Utility	SN	2005-10-13	09/689,750	Issued	6,909,739

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Description	Type	Country	Filing Date	Application Number	Status	Patent Number
Signal Acquisition System for Spread Spectrum Receiver	Utility	Europe		00969580.0-2411	Filed	
Signal Acquisition System for Spread Spectrum Receiver	Utility	Finland		20002154	Filed	
Matched Filter and Spread Spectrum Receiver	Utility	Singapore		200202094-9	Filed	
		,				
Matched Filter and Spread Spectrum Receiver	Utility	Japan		2001-530224	Filed	
Matched Filter and Spread Spectrum Receiver	Utility	Canada	2000-10-12	2,385,116	Issued	2,385,116
Matched Filter and Spread Spectrum Receiver	Utility	Australia		79254/00	Issued	769506
Matched Filter and Spread Spectrum Receiver	Utility	Europe		00969582.6-2411	Filed	
Matched Filter and Spread Spectrum Receiver	Utility	Finland			Filed	
Correlator	Utility	Singapore			Filed	٠
Correlator	Utility	Japan			Filed	
Correlator	Utility	Korea			Filed	
Correlator	Utility	Canada	2000-10-12	2,358,120	Issued	2,385,120
Correlator	Utility	Australia		AU200079255 B2	Issued	772255
Correlator	Utility	SN	2000-10-13	089'689'60	Filed	
Correlator	Utility	Europe			Filed	

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Description	Type	Country	Filing Date	Application Number	Status	Patent Number
Correlator	Utility	Finland			Filed	
Spread Spectrum Receiver	Utility	Korea			Filed	
Spread Spectrum Receiver	Utility	Japan			Filed	
Spread Spectrum Receiver	Utility	Canada	2000-10-12	2,358,113	Issued	2,385,113
Spread Spectrum Receiver	Utility	Australia		200079253	Issued	77177
Spread Spectrum Receiver	Utility	Singapore			Filed	
Spread Spectrum Receiver	Utility	SN	2000-10-13	09/689,681	Issued	6,850,558
Spread Spectrum Receiver	Utility	Europe			Filed	
Spread Spectrum Receiver	Utility	Finland	2000-05-20		Filed	
Configurable baseband in a GPS receiver		SU		11/551,113		
Matched filter and spread spread sprectrum receiver	T	SN		11/317,189		
Systems and methods for prompt picture location tagging		Sn		60/781,131		
System and method of utilizing positioning receiver hardware f network-based transceiver applitions	lizing dware for r applica-	Sn		11/544,246		
Method and apparatus for adapting a receiver frequency plan according to location	uency on	Sn		11/409,799		

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Description Type	Country	Filing Date	Application Number	Status	Patent Number
System and method for providing secure communications between network nodes	US		11/372,828		
System and method for networking a plurality of nodes	SU		10/724,322		
Global positioning receiver with PN code output	US		60/814,997		
Reconfigurable search engine	ns		60/814,998		
Matched filter and spread spectrum receiver	ns		7,010,024		7,010,024
System and method of utilizing positioning receiver hardware for network-based transceiver applications	US				7,126,535
Spread spectrum receiver	ns				6,850,558
Signal acquisition system for spread spectrum receiver	ns				6,909,739
System and method for providing secure communication between network nodes	Sn				7,116,986
Two-bit offset cancelling A/D converter with improved common mode rejection and threshold sensitivity	SN		11/271,729		

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
ASiS	N/A	N/A
DC	N/A	N/A
ASiS Development Platform	N/A	N/A
DAMP	N/A	N/A
ZOOM CORRELATION	N/A	N/A
FASTLOCK	N/A	N/A
POWERMISER	N/A	N/A

Note:

There are no applications or registrations for the above-listed marks. They are all common law marks.

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RECORDED: 02/16/2007