

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the corrective assignment replacing the name of the Assignor previously recorded on Reel 020593 Frame 0204. Assignor(s) hereby confirms the Assignor as Conexant, Inc..												
CONVEYING PARTY DATA													
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Conexant, Inc.</td><td>11/13/2006</td></tr></table>	Name	Execution Date	Conexant, Inc.	11/13/2006									
Name	Execution Date												
Conexant, Inc.	11/13/2006												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>The Bank of New York Trust Company, N.A.</td></tr><tr><td>Street Address:</td><td>227 West Monroe, Suite 2800</td></tr><tr><td>Internal Address:</td><td>Attention: Corporate Trust Administration</td></tr><tr><td>City:</td><td>Chicago</td></tr><tr><td>State/Country:</td><td>ILLINOIS</td></tr><tr><td>Postal Code:</td><td>60606</td></tr></table>	Name:	The Bank of New York Trust Company, N.A.	Street Address:	227 West Monroe, Suite 2800	Internal Address:	Attention: Corporate Trust Administration	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60606	
Name:	The Bank of New York Trust Company, N.A.												
Street Address:	227 West Monroe, Suite 2800												
Internal Address:	Attention: Corporate Trust Administration												
City:	Chicago												
State/Country:	ILLINOIS												
Postal Code:	60606												
PROPERTY NUMBERS Total: 1													
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>7324612</td></tr></table>	Property Type	Number	Patent Number:	7324612									
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Patent Number:	7324612												
CORRESPONDENCE DATA													
Fax Number: (866)413-4994 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: (732) 345-6603													
Email: patricia.dailey@conexant.com													
Correspondent Name: Patricia Dailey													
Address Line 1: 100 Schulz Drive													
Address Line 2: Conexant Systems, Inc.													
Address Line 4: Red Bank, NEW JERSEY 07701													
ATTORNEY DOCKET NUMBER:	SE-1908												
NAME OF SUBMITTER:	Patricia Dailey												
Total Attachments: 11													

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PATENT
REEL: 020599 FRAME: 0425

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TO: PATRICIA L. DAILEY COMPANY: 100 SCHULZ DRIVE

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/04/2008
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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the missing Schedule A of the Security Agreement previously recorded on Reel 020555 Frame 0030. Assignor(s) hereby confirms the Security Agreement.												
CONVEYING PARTY DATA													
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Conexant Systems, Inc.</td><td>11/13/2006</td></tr></table>		Name	Execution Date	Conexant Systems, Inc.	11/13/2006								
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Name:	Bank of New York Trust Company, N.A.												
Street Address:	227 West Monroe, Suite 2800												
Internal Address:	Attention: Corporate Trust Administration												
City:	Chicago												
State/Country:	ILLINOIS												
Postal Code:	60606												
PROPERTY NUMBERS Total: 3													
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>7324612</td></tr><tr><td>Patent Number:</td><td>7245242</td></tr><tr><td>Application Number:</td><td>11395023</td></tr></table>		Property Type	Number	Patent Number:	7324612	Patent Number:	7245242	Application Number:	11395023				
Property Type	Number												
Patent Number:	7324612												
Patent Number:	7245242												
Application Number:	11395023												
CORRESPONDENCE DATA													
Fax Number: (866)413-4994 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 7323456603 Email: patricia.dailey@conexant.com Correspondent Name: Patricia L. Dailey Address Line 1: 100 Schulz Drive Address Line 2: Legal Department Address Line 4: Red Bank, NEW JERSEY 07701													
NAME OF SUBMITTER:	Patricia L. Dailey												

CH 7324612 \$120.00

TO: PATRICIA L. DAILEY COMPANY: 100 SCHULZ DRIVE

Total Attachments: 9

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of November 13, 2006 is made by CONEXANT, INC., a Delaware corporation, located at 100 Schulz Drive, Red Bank, New Jersey 07701 (the "Company"), in favor of THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association, as Collateral Agent (the "Collateral Agent") for the holders of the notes (the "Holders") issued pursuant to the Indenture, dated as of November 13, 2006, (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Company, the subsidiary guarantors parties thereto and The Bank of New York Trust Company, N.A., as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Company intends to issue to the Holders its Floating Rate Senior Secured Notes due 2010;

WHEREAS, in connection with the Indenture, the Company and certain other affiliates of the Company have executed and delivered the Security Agreement, dated as of November 13, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Company and certain other affiliates pledged and granted to the Collateral Agent for the ratable benefit of the Collateral Agent and the Holders, a security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to guarantee the obligations of the Company with respect to the Notes and the Indenture, the Company agrees, for the benefit of the Collateral Agent and the Holders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and in the Security Agreement.

SECTION 2. Grant of Security Interest. The Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon written demand delivered to the Company upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Company's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the

“Collateral”), to the Collateral Agent for the benefit of the Collateral Agent and the Holders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to Section 2 hereof has been granted, and the agreement to assign, transfer and convey under Section 2 hereof has been entered into, in each case, in connection with the Security Agreement, and such grant and agreement to assign, transfer and convey are expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Holders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Termination. Upon the occurrence of any of the events specified in Section 11.8 (a) of the Indenture, the Collateral Agent shall promptly cause to be released the Security Interest in the Patents granted pursuant to this Agreement in accordance with Section 11.14 of the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONEXANT, INC.

By: *[Signature]*
Name: *Dennis E. O'Reilly*
Title: *Vice President and Secretary*
Date:

THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Collateral Agent for the Holders

By: _____
Name: _____
Title: _____
Date: _____

State of California)
County of Orange)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

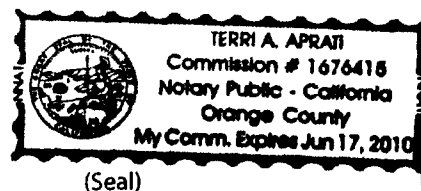
On November 9, 2006 before me, Terri A. Aprati,
(here insert name and title of the officer)

personally appeared Dennis E O'Reilly

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Terri A. Aprati



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of Security Agreement -
Auto - Honda

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

- ☐ Personally known to me
☐ Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Identification is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONEXANT, INC.

By: _____
Name:
Title:
Date:

THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Collateral Agent for the Holders

By: 
Name:
Title: JANICE OTT ROTUNNO
Date: VICE PRESIDENT

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 13th day of November, 2006, before me personally came Diane C. Rotundo, who is personally known to me to be the Vice President of THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the V.P. of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Diane Mary Wuerzt
Notary Public

(PLACE STAMP AND SEAL ABOVE)



Schedule A

U.S. Patent No.	Serial Number	Filing Date	Issue Date	Title
7,324,612	10/785,622	2/23/2004	1/29/2008	Carrier Tracking Circuit and Method Including Dual Numerically Controlled Oscillators and Feedforward Phase Correction Coefficient