

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance from Security Agreement to Assignment previously recorded on Reel 020753 Frame 0642. Assignor(s) hereby confirms the Security Agreement.
CONVEYING PARTY DATA	
Name	Execution Date
Fujitsu Limited	03/31/2005
RECEIVING PARTY DATA	
Name:	Conexant Systems, Inc.
Street Address:	4000 MacArthur Blvd.
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5983362
Patent Number:	6009123
Patent Number:	6104758
Patent Number:	6026122
CORRESPONDENCE DATA	
Fax Number:	(858)713-3595
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-713-3610
Email:	haw-minn.lu@conexant.com
Correspondent Name:	Haw-minn Lu
Address Line 1:	9868 Scranton Road, Suite 1000
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	FUJXXX
NAME OF SUBMITTER:	Haw-minn Lu

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PATENT

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REEL: 020762 FRAME: 0515

Total Attachments: 20

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HAW-MINN LU COMPANY:9868 SCRANTON ROAD, SUITE 1000

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/04/2008
500506383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Fujitsu Limited	03/31/2005
RECEIVING PARTY DATA	
Name:	Conexant Systems, Inc.
Street Address:	4000 MacArthur Blvd.
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5983362
Patent Number:	6009123
Patent Number:	6104758
Patent Number:	6026122
CORRESPONDENCE DATA	
Fax Number:	(858)713-3595
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-713-3610
Email:	haw-minn.lu@conexant.com
Correspondent Name:	Haw-minn Lu
Address Line 1:	9868 Scranton Road, Suite 1000
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	FUJXXX
NAME OF SUBMITTER:	Haw-minn Lu
Total Attachments: 18	

CH \$160.00 5983362

:HAW-MINN LU COMPANY:9868 SCRANTON ROAD, SUITE 1000

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PATENT ASSIGNMENT AND LICENSE AGREEMENT

This Patent Assignment and License Agreement ("Agreement") is made effective as of the 31st day of March, 2005 (the "Effective Date"), between Fujitsu Limited, a corporation organized and existing under the laws of Japan, having a place of business at 1-1, Kamikodanaka 4-chome, Nakahara-ku, Kawasaki-shi, Kanagawa-ken 211-8588, Japan (hereinafter referred to as "Fujitsu"), and Conexant Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, having principal offices at 4000 MacArthur Blvd., Newport Beach, CA 92660, United States of America (hereinafter referred to as "Conexant").

WHEREAS, Fujitsu has agreed to sell to Conexant, and Conexant has agreed to purchase, certain patents in Fujitsu's worldwide analog modem patent portfolio, with a license-back from Conexant to Fujitsu of such patents; and

WHEREAS, Fujitsu has agreed to license to Conexant, and Conexant desires to take a license to, certain patents in Fujitsu's worldwide analog modem patent portfolio.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

SECTION 1 - DEFINITIONS

The capitalized terms used in this Agreement shall have the definitions assigned to them in this Section 1, and shall include the singular as well as the plural.

1.1 "Fujitsu Assigned Patents" mean each patent and patents application listed in Schedule 1, each corresponding foreign patent and patent application (including provisional and non-provisional applications), and each divisional, continuation, continuation-in-part, reissue, re-examination, renewal, or extension of each such foregoing patent and patent application.

1.2 "Fujitsu Licensed Patents" mean each patent and patent application listed in Schedule 2, each corresponding foreign patent and patent application (including provisional and non-provisional applications), and each divisional, continuation, continuation-in-part, reissue, re-examination, renewal, or extension of each such foregoing patent and patent application.

1.3 "Fujitsu Licensed Product" means any product that, without the rights granted herein, would directly or indirectly infringe one or more claims of any of the Fujitsu Assigned Patents. Such indirect infringement shall mean: (1) contributory infringement (as provided in 35 U.S.C. § 271 (b), (c), or (f)(2) or its foreign equivalent) by Fujitsu of one or more claims of any Fujitsu Assigned Patents; or (2) any sale or disposition of Fujitsu Licensed Product which, but for the licenses granted herein, would constitute direct infringement by a direct or indirect customer of Fujitsu of one or more claims of any Fujitsu Assigned Patents, wherein the Fujitsu Licensed Product constitutes a substantial portion of the claim of the Fujitsu Assigned Patent(s) being infringed.

1.4 "Conexant Licensed Product" means any product that, without the rights granted herein, would directly or indirectly infringe one or more claims of any of the Fujitsu Licensed Patents. Such indirect infringement shall mean: (1) contributory infringement (as provided in 35 U.S.C. § 271 (b), (c), or

(f)(2), or its foreign equivalent) by Conexant of one or more claims of any Fujitsu Licensed Patents; or (2) any sale or disposition of Conexant Licensed Product which, but for the licenses granted herein, would constitute direct infringement by a direct or indirect customer of Conexant of one or more claims of any Fujitsu Licensed Patents, wherein the Conexant Licensed Product constitutes a substantial portion of the claim of the Fujitsu Licensed Patent(s) being infringed.

1.5 "Subsidiary" of a party means any entity that, as of or at any time after the Effective Date, is directly or indirectly controlled by such party, but only as long as such control exists. For purposes of this definition, "control" means: (a) in the case of incorporated entities, ownership or control of more than fifty percent (50%) of the voting power of the stock or participating shares entitled to vote for the election of directors of such incorporated entities; and (b) in the case of unincorporated entities, ownership or control of more than fifty percent (50%) of the equity interest with power to direct the management and policies of such unincorporated entities.

SECTION 2 - PATENT ASSIGNMENT AND LICENSE-BACK OF PATENTS

2.1 Patent Assignment. In consideration of the payment pursuant to Section 5.1 hereof, Fujitsu hereby transfers and assigns to Conexant all of Fujitsu's right, title, and interest in and to the Fujitsu Assigned Patents, including any rights Fujitsu may have to assert claims and recover damages for infringement of any Fujitsu Assigned Patent that occurred prior to the Effective Date. The above transfer and assignment are subject to (a) any rights, licenses or immunities relating to the Fujitsu Assigned Patents that have been granted by Fujitsu to any third party prior to the Effective Date, (b) the License-Back provided in Section 2.2, and (c) the Covenant Not to Assert against Certain Third Parties provided in Section 2.6 hereof.

2.2 License-Back. Conexant grants to Fujitsu and its Subsidiaries (and any of their successors and assigns, and successors and assigns of their business pertaining to the Fujitsu Assigned Patents) a non-exclusive, non-assignable and non-transferable, perpetual, irrevocable, worldwide, fully paid-up and royalty-free license under the Fujitsu Assigned Patents (i) to make, have made, use, offer to sell, sell, lease, import or otherwise dispose of the Fujitsu Licensed Products, and (ii) to use and practice any invention, process, art or method of the Fujitsu Assigned Patents. Nothing in this Section 2.2 shall be deemed to obligate Conexant to file, maintain, or prosecute any patent or patent application included in or with respect to the Fujitsu Assigned Patents.

2.3 Cooperation. At Conexant's request, Fujitsu will deliver to Conexant fully executed assignments of the Fujitsu Assigned Patents, in the form of Appendix A, or other similar form provided by Conexant, for U.S. Patents, and in a mutually acceptable form for all other patents, in order for Conexant to file such assignments with the appropriate governmental authority for recordation of the transfer of the Fujitsu Assigned Patents to Conexant.

2.4 Cost. The cost of recording the transfer of the Fujitsu Assigned Patents set forth in Section 2.3 above shall be borne solely by Conexant.

2.5 No Responsibility. Upon and after the Effective Date, Fujitsu shall have no responsibility for any action or proceeding on any of the Fujitsu Assigned Patents and Conexant shall have such responsibility for any action or proceeding on any of the Fujitsu Assigned Patents, except that Fujitsu shall provide to Conexant immediately after the Effective Date a list of all actions having a deadline occurring within sixty (60) days of the Effective Date, and Fujitsu shall assist Conexant in providing

timely instructions to the appropriate patent counsel for all actions having a deadline occurring within thirty (30) days of the Effective Date, by instructing Fujitsu's current patent counsel as appropriate and as requested by Conexant.

2.6 Covenant Not to Assert against Certain third parties.

- 2.6.1. Without limitation of any licenses granted hereunder, Conexant agrees that it will not assert or sue for patent infringement claims of a Fujitsu Assigned Patent against any third party listed in Schedule 3 ("Third Parties") for any infringement of any claims of a Fujitsu Assigned Patent.
- 2.6.2. Conexant shall notify Fujitsu in advance that Conexant intends to assert or sue for patent infringement claims of a Fujitsu Assigned Patent against any third parties. If Fujitsu confirms and verifies that such a third party is licensed or immunized as to Fujitsu Assigned Patents, then Conexant agrees not to assert or sue such third party.

SECTION 3 - LICENSE GRANT

3.1 Fujitsu Licensed Patents. In consideration of the payment pursuant to Section 5.1 hereof, Fujitsu hereby grants to Conexant and its Subsidiaries, for the respective lives of the Fujitsu Licensed Patents, a non-exclusive, non-transferable (except as provided in Section 8), irrevocable (subject to Section 7), and worldwide, license under the Fujitsu Licensed Patents to make, have made, use, offer to sell, sell, lease, import or otherwise dispose of the Conexant Licensed Products.

3.2 No Sublicense. Fujitsu does not grant to Conexant or any of its Subsidiaries any right to grant sublicense to any third party under the license granted to Conexant and its Subsidiaries under Section 3.1.

3.3 Have Made Right. The license to "to have made" granted by Fujitsu under Section 3.1 shall cover only the case where Conexant or any of its Subsidiaries subcontracts to a third party or third parties ("Third Party Subcontractors") the manufacture of the Conexant Licensed Products on behalf of Conexant or any of its Subsidiaries.

SECTION 4 - RELEASE

4.1 By Fujitsu. Subject to the payment pursuant to Section 5.1 hereof, Fujitsu fully and forever releases and discharges (and will cause its Subsidiaries to forever release and discharge) (i) Conexant and its Subsidiaries (only those existing as of the Effective Date) from any and all damages, suits, claims, demands, obligations, liabilities, attorneys' fees, costs, expenses, rights of action and cause of action of any kind or character whatsoever, but only to the extent relating to past infringement prior to the Effective Date, of any Fujitsu Assigned Patents or any Fujitsu Licensed Patents, and (ii) all customers of Conexant or its Subsidiaries (only those existing as of the Effective Date) from any and all damages, suits, claims, demands, obligations, liabilities, attorneys' fees, costs, expenses, rights of action and cause of action of any kind or character whatsoever, but only to the extent relating to past infringement prior to the Effective Date, of any Fujitsu Assigned Patent or any Fujitsu Licensed Patent,

based on the use, importation, sale, or offering for sale of products manufactured by, or on behalf of, Conexant or any of its Subsidiaries (only those existing as of the Effective Date) that would have been covered by the licenses granted by Fujitsu to Conexant hereunder if such activities occurred after the Effective Date.

4.2 Waiver of Section 1542. Fujitsu further waives (and will cause its Subsidiaries to waive) all rights under Section 1542 of the California Civil Code, and any law or legal principle of similar effect in any jurisdiction, as such rights may relate to any claims referred to in this Section 4. Fujitsu acknowledges that it has consulted with legal counsel regarding the import of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

SECTION 5 - CONSIDERATION

5.1 Payment. In consideration for the rights obtained by Conexant from Fujitsu under this Agreement, Conexant agrees to pay to Fujitsu \$120,000.00 (One Hundred and Twenty Thousand USA Dollars) within forty (40) days of the Effective Date. Payment hereunder shall be made without any deduction or setoff whatsoever, including, but not limited to, withholding taxes.

5.2 Payment Method. All payments to be made by Conexant to Fujitsu under this Agreement shall be in United States Dollars by telegraphic transfer to the following bank account of Fujitsu, and notice of the payment shall be sent by Conexant to Fujitsu's address set forth in Section 6.

Mizuho Corporate Bank, Ltd
Uchisaiwaicho Corporate Banking Division
Account: 0016-111-1167829

5.3 All taxes imposed as a result of the existence of this Agreement or the performance hereunder shall be paid by the party required to do so by applicable law.

SECTION 6 - NOTICE

6.1 Notice. Any notice, report, or communication required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given on the fifth (5th) business day following the date when sent by registered mail or postage prepaid or on the second (2nd) business day following the date when sent by facsimile (followed by a confirmation letter via airmail), addressed to the party to whom such notice is to be given as follows:

Fujitsu: FUJITSU LIMITED
1-1, Kamikodanaka 4-chome, Nakahara-ku
Kawasaki-shi, Kanagawa-ken 211-8588, Japan

Attention: Manager
Patent External Relations Department (H0460)
Industry Relations Division
Law & Intellectual Property Group
Facsimile No.: +81-44-754-3873

Conexant: CONEXANT SYSTEMS, INC.
4000 MacArthur Blvd.
Newport Beach, California 92660
United States of America

Attention: General Counsel
Facsimile No.: +1-949-483-4176

Each party may change the address or designee to which notice is to be given by written notice as provided herein.

SECTION 7 - TERM AND TERMINATION

7.1 Term. The term of this Agreement shall, unless earlier terminated for Conexant's failure to make payment under Section 5.1, be from the Effective Date until all Fujitsu Licensed Patents have expired or been abandoned. Notwithstanding the foregoing provision, the term of the license set forth in Section 2.2 is perpetual.

7.2 Termination.

7.2.1 If, at any time during the term of this Agreement, Conexant shall fail to perform, or fail to cause its Subsidiaries to perform, any of its/their obligations under the Sections 2.6, 5.1, 8.1, and 8.2, and Fujitsu shall have notified Conexant in writing of such default, stating in such written notice those obligations which Conexant or its Subsidiaries shall have performed, and if Conexant shall, for a period of thirty (30) days after receiving such notice, fail to remedy such default, Fujitsu may at its option terminate the license granted under Section 3 of this Agreement by giving Conexant written notice of such termination. However, termination of the license granted under Section 3 of this Agreement under this Section 7 shall not affect Fujitsu's right, available at law or otherwise, to claim for damages and other remedies against Conexant.

7.2.2 Fujitsu shall have the right to terminate the license granted under Section 3 of this Agreement immediately by giving Conexant written notice of such termination, upon:

- (a) the filing by Conexant of a petition in bankruptcy or insolvency; or
- (b) any adjudication that Conexant is bankrupt or insolvent; or
- (c) the filing by Conexant of a petition or document seeking reorganization, readjustment or rearrangement of its business under any law or government regulation relating to bankruptcy or insolvency; or
- (d) the appointment of a receiver for all or substantially all of the property of Conexant; or
- (e) the making by Conexant of any assignment for the benefit of creditors; or

(f) the institution by Conexant of any proceeding for the liquidation or winding up of its business or for the termination forthwith; or

(g) the assignment to any third party of all or substantially all of the assets of Conexant, wherein such third party is deemed by Fujitsu to be a competitor of Fujitsu's; or

(h) any important change in controlling ownership of Conexant, wherein such new controlling owner is deemed by Fujitsu to be a competitor of Fujitsu's; or

(i) any claim, demand or action raised by Conexant or any of its Subsidiaries ("Conexant Entities") against Fujitsu or any of its Subsidiaries ("Fujitsu Entities") alleging Fujitsu Entities' infringement of any intellectual property right of Conexant Entities.

7.2.3 In the event of termination of the license granted under Section 3 of this Agreement by Fujitsu pursuant to this Section 7.2.1, the licenses and releases granted hereunder to Conexant shall automatically terminate when Conexant receives such termination notice hereunder.

7.2.4 In the event of termination of the license granted under Section 3 of this Agreement by Fujitsu pursuant to this Section 7.2.2, the licenses and releases granted under the Section 3 to Conexant shall automatically terminate when Conexant receives such termination notice hereunder.

7.2.5 Any termination or expiration of the license granted under Section 3 of this Agreement shall not operate to limit any of rights of both parties or relieve any of obligations thereof already accrued prior to the effective date of such termination or expiration.

SECTION 8 - ASSIGNMENT OF LICENSE

8.1 Assignment of License by Conexant. Conexant may assign the license granted under Section 3 to a third party in connection with the sale or other transfer of its business that pertains to the subject matter of this Agreement, provided that such third party accepts in writing all terms and conditions of this Agreement.

8.2 Notice. For any assignment under this Section to be effective, the assigning party must notify the other party in writing within ninety (90) days of such assignment

8.3 Assignment of Patents by Fujitsu. Fujitsu may assign or otherwise transfer the Fujitsu Licensed Patents to a third party (by sale or other transfer of assets or otherwise), provided that any such third party agrees in writing to be bound by the terms and conditions of this Agreement.

8.4 Assignment of Agreement by Fujitsu. Fujitsu may assign or otherwise transfer this Agreement, together with the Fujitsu Licensed Patents, to any successors (by sale or other transfer of assets or otherwise), provided that any such successor agrees in writing to be bound by the terms and conditions of this Agreement.

SECTION 9 - WARRANTIES AND REPRESENTATIONS

9.1 General. Each party represents and warrants that it has the right and power to grant the assignments, licenses and releases granted by it in this Agreement.

9.2 By Fujitsu. Fujitsu represents and warrants that it exclusively owns all right, title, and interest to and in the Fujitsu Assigned Patents and Fujitsu Licensed Patents existing as of the Effective Date free and clear of any liens or security interests, and that Fujitsu has not granted any exclusive license or other exclusive right with respect to any such Fujitsu Assigned Patents or Fujitsu Licensed Patents to any third party in a manner that conflicts with any of the assignments, licenses or rights granted by Fujitsu to Conexant under this Agreement.

9.3 No Other Warranty. Except as set forth in Section 9.2, Fujitsu makes no representations or warranties of any kind, either express or implied, with respect to the Fujitsu Assigned Patents or the Fujitsu Licensed Patents, including but not limited to, warranties of merchantability or fitness for a particular purpose and Fujitsu assumes no responsibilities whatever with respect to the manufacture, use, sale or other disposition by Conexant or its Subsidiaries, or their vendees or transferees of any Conexant Licensed Products.

9.4 Disclaimers. Nothing in this Agreement shall be construed as:

- (a) a warranty or representation by Fujitsu or any of its Subsidiaries as to the validity, enforceability or scope of any of the Fujitsu Assigned Patents or the Fujitsu Licensed Patents; or
- (b) conferring upon Conexant or any of its Subsidiaries any license or right under any patents or with respect to any products except the licenses and rights expressly granted hereunder; or
- (c) a warranty or representation by Fujitsu or any of its Subsidiaries that anything made, have made, used, leased, imported, offered for sale, sold or otherwise disposed of under any license granted under this Agreement is or will be free from infringement of patents other than Fujitsu Licensed Patents under which licenses and rights have been granted hereunder; or
- (d) an obligation by Fujitsu or any of its Subsidiaries to bring or prosecute actions or suits against third parties for infringement of the Fujitsu Licensed Patents; or
- (e) a warranty or representation by Fujitsu as to Conexant's right to bring or prosecute actions or suits against third parties for infringement of any of the Fujitsu Assigned Patents (i.e., Fujitsu assigns such rights to Conexant under Section 2.1 only to the extent that Fujitsu has such rights to grant); or
- (f) conferring upon Conexant or any of its Subsidiaries any right to use in advertising, publicity, or otherwise, any trademark, trade name or names, or any contraction, abbreviation or simulation thereof of Fujitsu or any of its Subsidiaries; or
- (g) an obligation of Fujitsu or any of its Subsidiaries to furnish Conexant or any of its Subsidiaries with any technical information or know-how.

SECTION 10 - MISCELLANEOUS PROVISIONS

10.1 Construction

(a) For purposes of this Agreement, including the Schedules and Appendix attached hereto, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

10.2 Relationship of Parties. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or other formal business organization of any kind.

10.3 Headings. The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement.

10.4 Governing Law. This Agreement shall be construed in accordance with, governed in all respects by, interpreted and applied in accordance with, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

10.5 Confidentiality. Both parties hereby agree to keep the terms of this Agreement in confidence and not to disclose the terms of this Agreement to any third parties without first obtaining written approval from the other party, which shall not be unreasonably withheld. Either party may disclose the terms of this Agreement to third parties, provided such third parties are under a written obligation of confidentiality to such party. Notwithstanding the foregoing, either party may disclose the terms of this Agreement;

- (i) as may be required by law or legal process, including in connection with filings or disclosures to the SEC,
- (ii) to any governmental body having jurisdiction to request and to read the same,
- (iii) to its legal counsel and financial advisors in their capacity of advising such party, provided such counsel and advisors are under a written obligation of confidentiality to such party,
- (iv) in connection with an actual or proposed change of control, financing or similar transactions, to third parties involved in such transactions, provided such third parties are under a written obligation of confidentiality to the disclosing party, and
- (v) during the course of litigation in response to a request, subpoena or order to produce this Agreement, provided such party shall take all reasonable efforts to oppose disclosure of this Agreement.

However, before any disclosure permitted by (v) above, the disclosing party shall provide written notice to the non-disclosing party reasonably in advance of any such proposed disclosure and, if so requested by the non-disclosing party, shall reasonably cooperate with such non-disclosing party to seek confidential treatment, a protective order or other similar protections with respect to such disclosure.

10.6 Waiver. No waiver of any term, condition or provision of this Agreement shall be effective unless in writing and signed by an authorized representative of the waiving party. Waiver of any term, condition or provision of this Agreement shall not be construed as a waiver of any other term, condition or provision, nor shall such waiver be deemed a waiver of any subsequent breach thereof. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.

10.7 Assignment. Except as provided in Section 8, neither this Agreement nor any of the rights and obligations created herein may be assigned, delegated, pledged or otherwise encumbered or disposed of, in whole or in part, by either party to a third party without prior written consent of the other party. Any attempt to do so without the other party's consent shall be null and void.

10.8 Severability. In the event that any provision of this Agreement, or the application of any such provision to any party or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such remainder to such parties or a set of circumstances, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

10.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

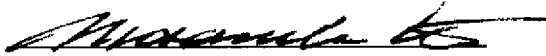
10.10 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Fujitsu and Conexant.

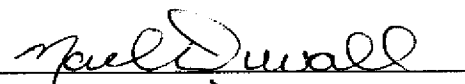
10.11 Entire Agreement. This Agreement sets forth the entire understanding of the parties relating to the subject matter thereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in duplicate by its duly authorized representative:

FUJITSU LIMITED

CONEXANT SYSTEMS, INC.

By: 
Name: Masanobu Katoh
Title: Group President,
Law & Intellectual Property Group
Date: 4/14/2005

By: 
Name: MARK DUVALL
Title: VP/GM
Date: 4-7-05

SCHEDULE 1
FUJITSU ASSIGNED PATENTS

1) United States Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
770175	19850828		4607230
870546	19860604		4694469
870499	19860604		4868850
944508	19861222		4799214
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480387	19900215		5515400
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009803	19930127		5432786
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032236	19930317		5629957
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053804	19930429		5572537
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235652	19940429		5689513
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Application No.	Filing Date	Laid-open Publication No.	Patent No.
543056	19951013		6154490
547614	19951024		5987064
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629382	19960408		5825818
748346	19961114		6002724
833260	19970404		6044109
925496	19970908		6009123
925495	19970909		6026122
925181	19970909		6104758
942977	19971002		6061391
956553	19971023		6282246
09/192429	19981116		6411650
09/205804	19981204		6377647
209235	19981210		6052037
226406	19990106		6247092
09/657593	20000908		6282235
09/745044	20001220		
09/756793	20010110	2001-0016019	Allowed
09/757537	20010111	2001-0014082	

2) Japanese Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
S63- 67855	19880322	H 1-241250	1894205
H 1-151272	19890613	H 3- 14337	2093557
H 1-151274	19890613	H 3- 14325	2966000
H 1-189592	19890721	H 3- 53731	2682703
H 1-244852	19890920	H 3-107208	2545614
H 2-323965	19901127	H 4-192815	2558012
H 4- 12008	19920127	H 5-207081	2686392
H 4- 16185	19920131	H 5-211421	2542470
H 4- 51431	19920310	H 5-260109	2899160
H 4- 54960	19920313	H 5-260100	2763982
H 4- 59991	19920317	H 5-268283	2965781
H 4- 62887	19920319	H 5-268119	2840155
H 4-215172	19920812	H 6- 62058	2763990
H 4-334835	19921216	H 6-188868	2871364
H 4-345731	19921225	H 6-197134	3182241
H 5- 29366	19930218	H 6-244891	3205110
H 5- 29367	19930218	H 6-244877	3205111
H 5-195675	19930806	H 7- 50656	2888100
H 6- 64816	19940401	H 7-273827	3321976
H 6-248170	19941013	H 8-116347	3274293
H 6-317334	19941220	H 8-172458	3266432

Application No.	Filing Date	Laid-open Publication No.	Patent No.	
9317694.9	19930825	2275398	2275398	
93309911.1	19931209		602898	☆
93120528.0	19931220		603794	☆
95400745.6	19950403			☆
9519240.7	19950920	2296411	2296411	
9520984.7	19951013	2294184	2294184	
9900720.5	19951013	2329562	2329562	
9521257.7	19951017	2296412	2296412	
9914713.4	19951017	2336081	2336081	
9522290.7	19951031	2296636	2296636	
9522463.0	19951102	2294852	2294852	
9524433.1	19951129	2296637	2296637	
9607530.4	19960411	2301993	2301993	
97302319.5	19970404		800297	☆
9721163.5	19971006	2322774	2322774	
0127807.6	19971006	2366496	2366496	
9724700.1	19971121	2323257	2323257	
98201947.3	19980610			☆
99300062.9	19990106			☆

☆:EPC Application

4) German Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.	
90103054.4	19900216	DE69019018	383349	☆
69018211.2	19900606		433458	☆
69030053.0	19900613		429674	☆
69033637.3	19900613		721265	☆
69027375.4	19900720		409641	☆
69024296.4	19900919		419225	☆
69222878.0	19920312		503640	☆
69330146.5	19930126		554997	☆
69316043.8	19930126		554036	☆
69318740.9	19930127		554056	☆
69321871.1	19930512		570210	☆
69328145.6	19930709		584918	☆
69325245	19931209		602898	☆
69325879.9	19931220		603794	☆
95400745.6	19950403			☆
69705884.0	19970404		800297	☆

8) Canadian Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
489395	19850826		1251518
510738	19860603		1246259
510739	19860603		1246260
593932	19890316		1306012
2034007	19900613		2034007
2167741	19900613		2167741
2167742	19900613		2167742
2021539	19900719		2021539
2025370	19900914		2025370

9) Korean Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
98-9069	19980317		

10) Chinese Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
97110023.3	19970404	97110023.3	ZL97110023.3
97121521.9	19971023	1192087	ZL97121521.9
99101031.0	19990108	CN1235459A	

SCHEDULE 2
FUJITSU LICENSED PATENTS

1) United States Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
004762	19930114		5710754
916595	19970822		6298036
164750	19981001		6226302
167612	19981006		6282237

2) Japanese Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
H 5- 3708	19930113	H 6-169360	2902246
H10-335371	19981126	H11-261539	3032510
H10-335355	19981126	H11-261537	3069331
H10-335365	19981126	H11-261538	3069332
H10-335383	19981126	H11-261540	3069333
H10-335430	19981126	H11-261542	3069334
H10-335444	19981126	H11-261543	3069335
2000- 67970	20000313	2000-307671	3363123

3) United Kingdom Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
93300220.6	19930114		552034

☆

☆:EPC Application

4) German Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
69332849.5	19930114		552034

☆

☆:EPC Application

5) French Patents

Application No.	Filing Date	Laid-open Publication No.	Patent No.
93300220.6	19930114		552034

☆

☆:EPC Application

SCHEDULE 3
COVENANT NOT TO ASSERT AGAINST CERTAIN THIRD PARTIES

Third Parties

Hitachi, Ltd
Toshiba Corporation
Sun Microsystems Inc.
International Business Machines Corporation
Intel Corporation
Texas Instruments Incorporated
Hewlett-Packard Company
AT&T (AT&T, Lucent, NCR)
Ricoh Company, Ltd
N.V. Philips' Gloeilampenfabrieken
Standard Microsystems Corporation
STMicroelectronics N.V.

APPENDIX A

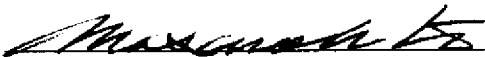
PATENT APPLICATION ASSIGNMENT AGREEMENT

This Agreement is entered into as of March 31st, 2005 ("Effective Date"), between Conexant Systems, Inc. ("Assignee"), and Fujitsu Limited ("Assignor").

Whereas, Assignor is the owner of all right, title and interest in and to the attached list of patent applications and patents (the "Patents") on Schedule 1, and Assignors wish to assign all right, title and interest in and to the Patents to Assignee for good and valuable consideration pursuant to that certain Patent Assignment and License Agreement between the parties;

Now therefore the parties agree as follows:

Assignor hereby assigns all rights, title and interests in and to the Patents, including the right to sue and recover for past and present infringement thereof. Assignee hereby accepts such assignment.

By: <u></u>	By: <u></u>
Name: <u>Masanobu Katoh</u>	Name: <u>MARK DUVALL</u>
Title: <u>Group President,</u>	Title: <u>VP/GM</u>
<u>Law & Intellectual Property Group</u>	
<u>FUJITSU LIMITED</u>	<u>CONEXANT SYSTEMS, INC.</u>
Date: <u>4/14/2005</u>	Date: <u>4-7-05</u>