

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Conexant Systems, Inc.	11/13/2006
RECEIVING PARTY DATA	
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: 4	
Property Type	Number
Patent Number:	5515400
Patent Number:	5515429
Patent Number:	5537437
Patent Number:	5598433
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:	FUJYYY
NAME OF SUBMITTER:	Haw-minn Lu

CH \$160.00 5515400

500518451

PATENT
REEL: 020828 FRAME: 0058

Total Attachments: 7

source=CSI to BNY Security Interest#page1.tif

source=CSI to BNY Security Interest#page2.tif

source=CSI to BNY Security Interest#page3.tif

source=CSI to BNY Security Interest#page4.tif

source=CSI to BNY Security Interest#page5.tif

source=CSI to BNY Security Interest#page6.tif

source=CSI to BNY Security Interest#page7.tif

PATENT

REEL: 020828 FRAME: 0059

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 SYSTEMS, INC., a Delaware corporation, located at 4000 MacArthur Boulevard, Newport Beach, California, 92660 (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 subsidiaries 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 subsidiaries 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 and Patent Licenses (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 SYSTEMS, INC.

By: 
Name: Dennis E. O'Reilly
Title: Senior Vice President, Chief Legal Officer 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, Terr. A. Aprati,
(here insert name and title of the officer)

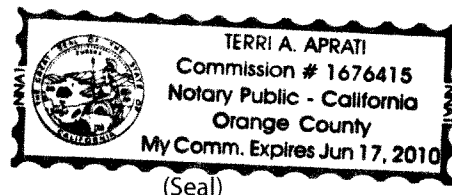
personally appeared Dennis E O'Reilly

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

Terr. 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
Patents

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 SYSTEMS, INC.

By: _____
Name:
Title:
Date:

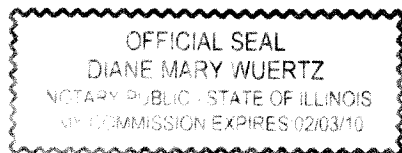
THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Collateral Agent for the Holders

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 Janice H. Roberts, 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 VP of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Diane Mary Wurtz
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Patent No.	Filing Date	Issue Date	Title
5,515,400	December 2, 1992	May 7, 1996	Method for arranging signal points in a quadrature amplitude modulation/demodulation system
5,515,429	October 28, 1994	May 7, 1996	Backup apparatus against line defect and backup method against line defect
5,537,437	July 21, 1995	July 16, 1996	Initialization equalization for modulation and demodulation using special training pattern
5,598,433	May 15, 1995	January 28, 1997	Automatic equalizer and data mode convergence method