

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the street address previously recorded on Reel 021463 Frame 0001. Assignor(s) hereby confirms the Assignment.										
CONVEYING PARTY DATA											
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>SigmaTel, Inc.</td><td>07/31/2008</td></tr></table>	Name	Execution Date	SigmaTel, Inc.	07/31/2008							
Name	Execution Date										
SigmaTel, Inc.	07/31/2008										
RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Conexant Systems, Inc.</td></tr><tr><td>Street Address:</td><td>4000 MacArthur Boulevard</td></tr><tr><td>City:</td><td>Newport Beach</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>92660</td></tr></table>	Name:	Conexant Systems, Inc.	Street Address:	4000 MacArthur Boulevard	City:	Newport Beach	State/Country:	CALIFORNIA	Postal Code:	92660	
Name:	Conexant Systems, Inc.										
Street Address:	4000 MacArthur Boulevard										
City:	Newport Beach										
State/Country:	CALIFORNIA										
Postal Code:	92660										
PROPERTY NUMBERS Total: 1											
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Application Number:</td><td>11031891</td></tr></table>	Property Type	Number	Application Number:	11031891							
Property Type	Number										
Application Number:	11031891										
CORRESPONDENCE DATA											
Fax Number: (801)578-6999 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: (801) 328-3131											
Email: jrthompson@stoel.com											
Correspondent Name: John R. Thompson, c/o Stoel Rives LLP											
Address Line 1: 201 South Main Street, Suite 1100											
Address Line 2: One Utah Center											
Address Line 4: Salt Lake City, UTAH 84111											
ATTORNEY DOCKET NUMBER:	27455/3										
NAME OF SUBMITTER:	John R. Thompson										
Total Attachments: 13 source=3_AssignmentwithRecordationCoverSheet#page1.tif source=3_AssignmentwithRecordationCoverSheet#page2.tif source=3_AssignmentwithRecordationCoverSheet#page3.tif											

OP \$40.00 11031891

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PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

08/29/2008
500634659

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SigmaTel, Inc.	07/31/2008
RECEIVING PARTY DATA	
Name:	Conexant Systems, Inc.
Street Address:	400 MacArthur Boulevard
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11031891
CORRESPONDENCE DATA	
Fax Number:	(801)578-6999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(801) 328-3131
Email:	jrtompson@stoel.com
Correspondent Name:	John R. Thompson, c/o Stoel Rives LLP
Address Line 1:	201 South Main Street, Suite 1100
Address Line 2:	One Utah Center
Address Line 4:	Salt Lake City, UTAH 84111
ATTORNEY DOCKET NUMBER:	27455/3
NAME OF SUBMITTER:	John R. Thompson
Total Attachments: 8 source=ConexantAssignment#page1.tif source=ConexantAssignment#page2.tif source=ConexantAssignment#page3.tif source=ConexantAssignment#page4.tif	

OP \$40.00 11031891

TO: JOHN R. THOMPSON, C/O STOLL RIVES LLP COMPANY: 201 SOUTH MAIN STREET, SUITE

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") dated July 31, 2008 is executed and delivered by SigmaTel, Inc., a Delaware corporation ("Seller"), to Conexant Systems, Inc., a Delaware corporation ("Buyer"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement (the "Agreement") dated July 7, 2008 by and among Seller, Buyer and Freescale Semiconductor, Inc., a Delaware corporation ("Shareholder").

WHEREAS, pursuant to the Agreement, Seller, Shareholder and their Subsidiaries (collectively, the "Seller Parties") desires to sell to Buyer, and Buyer desires to purchase from the Seller Parties, the Owned IP Rights that are not Excluded Assets (the "Transferred IP"), which include certain issued patents and patent applications listed on Schedule A hereto and all existing and future patents and patent applications entitled to a common priority date (in whole or in part) with such listed patents and patent applications (all of the foregoing, collectively, the "Patents"), and certain trademarks and applications and registrations therefor (the "Trademarks") listed on Schedule B hereto, upon the terms and subject to the conditions set forth therein;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller Parties hereby agree as follows:

1. The Seller, Shareholder and its/their subsidiaries, as the case may be, hereby sells, transfers, conveys, assigns and delivers to Buyer, its successors and assigns, to have and to hold forever, all of their right, title and interest in, to and under all of the Transferred IP (including, without limitation, the Patents and the Trademarks), including the right to sue for past, present and future infringements or misappropriations thereof.
2. Seller hereby requests and authorizes the Commissioner of Patents and Trademarks of the United States of America and any official of any jurisdiction or territory whose duty it is to issue patents and/or trademark registrations, to issue, grant, renew or extend any patent or trademark registration relating to the Patents or the Trademarks to Buyer or its designee in accordance with the terms of this Assignment.
3. Seller hereby covenants and agrees that it will, at the request of Buyer execute and deliver, and will cause its employees to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, Buyer, its successors and assigns the Transferred IP hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, in accordance with the terms and conditions of the Agreement and to carry out the purpose and intent of the Agreement.
4. Seller, by its execution of this Assignment, and Buyer, by its acceptance of this Assignment, each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

5. This Assignment shall be construed under and in accordance with the laws of the State of New York.

6. Seller shall deliver to Buyer (either directly, or through its counsel) a complete copy of each file wrapper, and docket, for each Patent and Trademark constituting Transferred IP for which a filing has been made with the Commissioner of Patents and Trademarks of the United States of America (or any other similar governmental agency in any non-U.S. jurisdiction). The docket shall be delivered upon Closing. The file wrappers shall be delivered within two (2) business days after Closing.

7. On and after the Closing Date, upon request of Buyer (or its legal counsel), Seller and Shareholder shall use commercially reasonable efforts to make available to Buyer (or its legal counsel), at Buyer's expense (with respect to external costs, but without reimbursement for inventor salaries paid by Seller, Shareholder or their Subsidiaries), any inventors of the Patents who remain employed by Seller, Shareholder or their respective Subsidiaries at the time of such request, to assist Buyer in connection with filing, prosecuting and/or defending against challenges to, applicable Patents constituting Transferred IP.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have caused this instrument to be duly executed as of and on the date first above written.

SIGMATEL, INC.

By: _____

Name:

DARYL RAIFORD

Title:

CEO, President + CFO

ACCEPTED:

CONEXANT SYSTEMS, INC.

By: _____

Name:

Title:

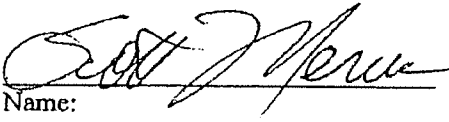
IN WITNESS WHEREOF, Seller and Buyer have caused this instrument to be duly executed as of and on the date first above written.

SIGMATEL, INC.

By: _____
Name:
Title:

ACCEPTED:

CONEXANT SYSTEMS, INC.

By: 
Name:
Title: D. Scott Mercer
Chief Executive Officer

Schedule A

Patents

File No	Ctry	Status	Title	Application No.	Application Date	Grant No.	Grant Date
1087-OAS0001	US	Pending - awaiting first office action	GENERAL PURPOSE PIN MAPPING FOR A GENERAL PURPOSE APPLICATION SPECIFIC INTEGRATED CIRCUIT (ASIC)	11/031,891	1/7/05		
1087-OAS0005	US	Pending - awaiting first office action	WHITE REGION IDENTIFICATION TO ACCELERATE IMAGE PROCESSING FOR COPIES	11/032,635	1/10/05		
1087-OAS0006	US	Pending - filed response to first office action on 9/6/07	SELECTIVE MEMORY BLOCK REMAPPING	11/032,456	1/10/05		
1087-SIG000271	US	Pending	METHOD AND SYSTEM FOR IMAGE ROTATION	60/773,522	2/15/06		
1087-SIG000272	US	Pending	COLOR CONVERSION SYSTEM AND METHOD	11/512,905	8/30/06		
1087-SIG000272	US	Pending	COLOR CONVERSION SYSTEM AND METHOD	60/773,521	2/15/06		
1087-OAS0008	US	Issued Patent	FLEXIBLE SDRAM CLOCKING (MS-DLL)	11/032,604	1/10/05	7,180,823	2/20/07
1087-OAS0011	US	Pending - filed response to restriction requirement on 7/16/07	COMBINATION OF A/D INPUTS WITH QUADRATURE DETECTION TO GIVE HIGHER RESOLUTION POSITIONING	11/032,605	1/10/05		

File No	Ctry	Status	Title	Application No.	Application Date	Grant No.	Grant Date
1087-OAS0013	US	Pending - response to non-final office action due 11/9/07	GENERIC INK JET HEAD FIRE LOGIC	11/032,633	1/10/05		
1087-OAS0016	US	Pending - awaiting first office action	REAL TIME CLOCK CONTENT VALIDATION	11/032,578	1/10/05		
1087-OAS0017	US	Pending - awaiting first office action	GENERAL PURPOSE PIN CONTROL BY MULTIPLE PROCESSES	11/032,455	1/10/05		
1087-OAS0018	US	Pending - filed response to office action on 8/31/07	USB DEVICE HOST/HUB FLEXIBILITY	11/032,457	1/10/05		
1087-OAS0019	US	Pending - awaiting first office action	TEXT REGION IDENTIFICATION AND ENHANCEMENT DURING COLOR COPY	11/032,615	1/10/05		
1087-OAS0020	US	Issued	MULTI-VALUED RASTER ELEMENTS AS A TECHNIQUE TO REDUCE THE MEMORY REQUIREMENTS AND COMPUTATION COMPLEXITY OF ADVANCED INK JET SYSTEMS	11/032,616	1/10/05	7,039,117	12/18/07
1087-OAS0021	US	Pending - awaiting first office action	CIS (CONTRACT IMAGE SENSOR) RYB (RED-LUMINANCE-BLUE) SAMPLING	11/032,478	1/10/05		
1087-OAS0022	US	Pending - awaiting first office action	COMPENSATION FOR EXPOSURE TIME VARIATION WHEN SCANNING WITH CCD SENSORS	11/032,458	1/10/05		

File No	Ctry	Status	Title	Application No.	Application Date	Grant No.	Grant Date
1087-OAS0023	US	Pending - awaiting first office action	PRINTING DIGITAL IMAGES WITH ROTATION	11/305,406	12/15/05		
1087-SIG000271	US	Pending	METHOD AND SYSTEM FOR IMAGE ROTATION	60/773,522	2/15/06		
1087-SIG000272	US	Pending	COLOR CONVERSION SYSTEM AND METHOD	11/512,905	8/30/06		
1087-SIG000272	US	Pending	COLOR CONVERSION SYSTEM AND METHOD	60/773,521	2/15/06		

Schedule B

Trademarks

Mark	Status	Date and number of application or registration
Logo (camel and palm tree)	Registered	11/25/03 78/333,227 04/12/05 2,939,857
DigiColor	Registered	02/17/04 78/368,849
Logo (camel)	Registered	02/17/04 78/368,894 03/29/05 2,936,253