

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Conexant Systems UK Ltd.	08/24/2009
RECEIVING PARTY DATA	
Name:	Ikanos Communications, Inc.
Street Address:	47669 Fremont Boulevard
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6122279
Patent Number:	6990062
CORRESPONDENCE DATA	
Fax Number:	(770)951-0933
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	770-933-9500
Email:	julie.campbell@tkhr.com
Correspondent Name:	Thomas, Kayden, Horstemeyer & Risley LLP
Address Line 1:	600 Galleria Parkway
Address Line 2:	Suite 1500
Address Line 4:	Atlanta, GEORGIA 30339
ATTORNEY DOCKET NUMBER:	050912-9020
NAME OF SUBMITTER:	Scott A. Horstemeyer
Total Attachments: 6 source=00969030#page1.tif source=00969030#page2.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is effective as of August 24, 2009, by and between Conexant Systems UK Ltd., a corporation organized under the laws of the United Kingdom (the "Assignor") and Ikanos Communications, Inc., a Delaware corporation ("Assignee"). Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Conexant Systems, Inc., a Delaware corporation (the "Seller"), and Assignee have entered into that certain Asset Purchase Agreement, dated as of April 21, 2009 (the "Purchase Agreement"), pursuant to which, among other things, Assignee is acquiring certain Intellectual Property Rights on the terms and subject to the conditions set forth therein;

WHEREAS, Assignor, a Subsidiary of the Seller, is owner of record of, or has rights in, certain of the Intellectual Property Rights;

WHEREAS, this Assignment is required to be executed and delivered by Assignor on or prior to the Closing Date, pursuant to Sections 5.5 and 6.6 of the Purchase Agreement; and

WHEREAS, this Assignment is a Local Purchase Agreement.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights. Assignor does hereby irrevocably sell, convey, transfer, and assign to Assignee all of the right, title, and interest Assignor has in and to the U.S. Registered IP, and all applications therefor, including without limitation, all Patents listed in Attachment I (the "Assigned IP").
2. Assistance and Cooperation. This Assignment is effective between the parties on the date hereof. Assignor further agrees, subject to Section 3 (Perfection and Recordation) below, to perform (or cause to be performed) all such lawful acts and to execute (or cause to be executed) all such further assignments and other lawful documents as may reasonably be necessary to effectuate the assignment under this Assignment and to perfect and record such assignment in the various jurisdictions and permit for the orderly transition of the prosecution and maintenance of such Assigned IP from Assignor to Assignee. Such assistance shall include, without limitation, Assignor providing: (a) a list of contact information for all third parties responsible for prosecuting and maintaining the Assigned IP ("Counsel"); (b) a letter to all such Counsel informing them of the change of ownership of the Assigned IP from Assignor to Assignee including language reasonably acceptable to Assignee informing and instructing such

Counsel (i) to cooperate with the Assignee, (ii) that it is Assignee's desire to continue prosecution uninterrupted with them and that Assignor does not object to such parties' representation of Assignee with respect to prosecution of the Assigned IP, and (iii) that all further actions with respect to the Assigned IP will be at the expense of the Assignee; (c) powers of attorney and powers to inspect or copy in forms reasonably acceptable to Assignee with respect to priority documents relating to items of Assigned IP identified by Assignee; and (d) the re-execution of assignments in a form reasonably acceptable to Assignee for those items of Assigned IP identified by Assignee, as required by local law and practice.

3. Perfection and Recordation. Assignee shall prepare all additional documents that are necessary to perfect and record the assignments of the Assigned IP to Assignee in the various jurisdictions, and Assignee shall be responsible for all of its own expenses, including recordation expenses, associated therewith. Assignor shall be responsible for all of its own expenses associated with the review and execution thereof.

4. Entire Agreement. This Assignment (including all Attachments hereto), the Purchase Agreement (including the all Schedules and Exhibits thereto), the Confidentiality Agreement (which remains in full force and effect) and the other Ancillary Agreements set forth the entire understanding of the parties and supersede all prior agreements and understandings, oral or written, between the parties relating to the subject matter hereof and thereof.

5. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial By Jury. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. THE ASSIGNOR AND THE ASSIGNEE HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN ORANGE COUNTY, CALIFORNIA OR SANTA CLARA COUNTY, CALIFORNIA (AS MUTUALLY AGREED BY THE PARTIES) FOR THE ADJUDICATION OF ANY DISPUTE BROUGHT BY THE ASSIGNOR OR THE ASSIGNEE HEREUNDER, IN CONNECTION HERewith OR WITH ANY TRANSACTION CONTEMPLATED HEREBY OR DISCUSSED HEREIN, AND HEREBY IRREVOCABLY WAIVE, AND AGREE NOT TO ASSERT IN ANY SUIT, ACTION OR PROCEEDING BROUGHT BY THE ASSIGNOR OR THE ASSIGNEE, ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, OR THAT SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER. EACH PARTY, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AND SUCH PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Severability. In the event that any provision of this Assignment, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Assignment and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law.

8. Counterparts. This Assignment may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same Assignment.

9. Headings. The section headings contained in this Assignment are inserted for reference purposes only and are not intended to be a part, nor should they affect the meaning or interpretation, of this Assignment.

10. Amendments. This Assignment may not be amended, modified, altered or supplemented except by means of a written instrument executed by Assignor and Assignee.

(Signature Page Follows.)

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

IKANOS COMMUNICATIONS, INC.

By: _____

Name: Noah D. Mesel

Its: Vice President & General Counsel

CONEXANT SYSTEMS UK LTD.

By: _____

Mark Peterson

Director

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On August ____, 2009 before me, _____, Notary Public, personally appeared _____ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Place Notary Seal Above)

[Signature Page to Intellectual Property Assignment Agreement]

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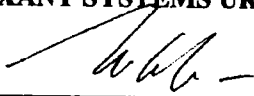
PATENT
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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

IKANOS COMMUNICATIONS, INC.

By: _____
Name: _____
Its: _____

CONEXANT SYSTEMS UK LTD.

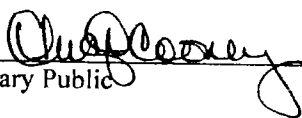
By: 
Mark Peterson
Director

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On August 21, 2009 before me, Lucy F. Cooney, Notary Public, personally appeared Mark Peterson who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public



(Place Notary Seal Above)

[Signature Page to Intellectual Property Assignment Agreement]

Attachment I

Assigned Patents

DOCKET NO.	COUNTRY	STATUS	APP. NO.	FILING DATE	PATENT NO.	ISSUE DATE	TITLE
20062	US	Granted	08/538,106	10/21/1995	6,122,279	9/19/2000	Asynchronous transfer mode switch
22349	US	Granted	09/904,924	7/13/2001	6,990,062	1/24/2006	Reduced Complexity DMT/OFDM Transceiver
21972	US	Abandoned	09/794,692	2/27/2001			xDSL sample rate compensation using phase balancing

NBI:781705.1

Attachment I - 1