

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at 017207/0882
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Citicorp North America, Inc.	03/31/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Avago Technologies ECU IP (Singapore) Pte. Ltd., successor in interest to Avago Technologies General IP (Singapore) Pte. Ltd.
<b>Street Address:</b>	No. 1 Yishun Avenue 7
<b>City:</b>	Singapore
<b>State/Country:</b>	SINGAPORE
<b>Postal Code:</b>	768923
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6710542
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(970)288-0617
<b>Phone:</b>	970-288-0731
<b>Email:</b>	kathy.manke@avagotech.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Kathy Manke
<b>Address Line 1:</b>	4380 Ziegler Road
<b>Address Line 4:</b>	Fort Collins, COLORADO 80525
<b>ATTORNEY DOCKET NUMBER:</b>	70020460-01
<b>NAME OF SUBMITTER:</b>	Kathy Manke
<b>Total Attachments: 14</b> source=EXECUTED - Avago Pay-off Letter#page1.tif source=EXECUTED - Avago Pay-off Letter#page2.tif source=EXECUTED - Avago Pay-off Letter#page3.tif	

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**PATENT**  
**REEL: 027082 FRAME: 0810**

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PAYOFF LETTER

March 31, 2011

AVAGO TECHNOLOGIES FINANCE PTE. LTD.  
1 Yishun Avenue 7  
Singapore 768923  
Attention: Desmond Lim, Vice President and Treasurer

**Re: Termination of Credit Agreement of Avago Techonologies Finance Pte. Ltd., Avago Technologies Finance S. À. R. L., Avago Technologies (Malaysia) Sdn. Bhd., Avago Technologies Wireless (U.S.A.) Manufacturing Inc., and Avago Technologies U.S. Inc., dated as of December 1, 2005**

Ladies and gentlemen:

Reference is made to that certain Credit Agreement dated as of December 1, 2005, among Avago Technologies Finance Pte. Ltd. (the "Company"), Avago Technologies Finance S.À.R.L. (the "Lux Borrower"), Avago Technologies (Malaysia) Sdn. Bhd. (f/k/a Jumbo Portfolio Sdn. Bhd.) (the "Malaysian Borrower"), Avago Technologies Wireless (U.S.A.) Manufacturing Inc. ("U.S. Wireless"), Avago Technologies U.S. Inc. ("U.S. Opco") and together the Company, the Lux Borrower, the Malaysian Borrower and U.S. Wireless, collectively, the "Borrowers"), Avago Technologies Holding Pte. Ltd. ("Holdings"), the lenders or other financial institutions from time to time party thereto (the "Existing Lenders"), Citicorp International Limited, as Asian Administrative Agent (the "Asian Administrative Agent"), Citicorp North America, Inc., as Tranche B-1 Term Loan Administrative Agent and as Collateral Agent (the "Tranche B-1 Term Loan Administrative Agent" and together with the Asian Administrative Agent, the "Existing Agents"), and the other parties thereto (as from time to time amended and restated, supplemented or otherwise modified to the date hereof, the "Existing Credit Agreement"). Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Existing Credit Agreement.

You have advised us, pursuant to a notice dated March 30, 2011, that on March 31, 2011 (the "Proposed Payoff Date"), you intend (i) pursuant to Section 5.1 of the Existing Credit Agreement, to prepay in whole the outstanding principal amount of the Term Loans, Revolving Credit Loans and Swingline Loans, if any, together with any accrued interest to the date of such prepayment on the principal amount prepaid and (ii) pursuant to Section 4.2 of the Existing Credit Agreement, to terminate in whole all Revolving Credit Commitments of the Lenders under the Existing Credit Agreement and (iii) to enter into a new credit agreement (the "New Credit Agreement") among the Company, the lenders from time to time party thereto (the "New Lenders"), Citicorp International Limited, as administrative agent for such New Lenders (in each such capacity, the "New Agent"), and the other parties thereto.

All monetary Obligations owing by the Credit Parties to the Existing Lenders and the Existing Agents under or in connection with the Existing Credit Agreement and all existing Credit Documents (the "Existing Credit Documents") outstanding on the date hereof are listed on *Schedule A* hereto (the "Payoff Amount"), all of which are secured by liens, pledges and security interests in properties and assets of the Credit Parties, whether personal, real or mixed, tangible or intangible, in favor of any of the Existing

Agents or the Existing Lenders (the “Existing Liens”) pursuant to the Existing Credit Documents. If the Payoff Amount is not received at or before 12 noon (Hong Kong time) on the Proposed Payment Date, the portion of the Payoff Amount payable to the Asian Administrative Agent will be increased by an amount equal to \$2,760.42 (the “Per Diem Amount”) for each day beginning with the Proposed Payment Date, to and including the day immediately prior to the Business Day on which the Payoff Amount (including any accrued Per Diem Amount) is received at or before 12 noon (Hong Kong time) in accordance with Section 1 below.

We acknowledge that the Credit Parties desire to terminate the Commitments and all Obligations under the Existing Credit Documents. We also acknowledge that the Credit Parties seek the release of the Existing Liens upon such termination.

1. *Payments on Effective Date.* The Existing Agents, for themselves and on behalf of the Existing Lenders, agree that, upon receipt of the Payoff Amount by wire transfer (together with notification to the Existing Agents of the applicable federal funds wire reference numbers) on any Business Day (such time that such Payoff Amount is received, the “Effective Date”) of immediately available funds in the amounts and currencies and to the accounts set forth on *Schedule A* hereto (including any accrued Per Diem Amount through such Business Day), without any further action being required by any party, (a) all Existing Obligations (other than those contingent reimbursement, indemnity or similar Obligations that expressly survive the termination of the Existing Credit Agreement, including, without limitation those Obligations pursuant to *Sections 5.4 (Net Payments), 12.7 (Indemnification) and 13.5 (Payment of Expenses and Taxes)* (collectively, the “Surviving Obligations”)) shall be deemed paid and satisfied in full, and all Existing Credit Documents (including any Mortgages and account control agreements) shall be automatically terminated and of no further force or effect except in respect of the Surviving Obligations; (b) all Existing Liens shall be automatically terminated and (c) the Commitments shall terminate.

2. *Deliveries upon Effective Date.* The Existing Agents agree that, upon the occurrence of the Effective Date (a) you, your counsel, the New Agent and its counsel may file any and all release and termination documents in the applicable filing offices, including, without limitation, any termination documents relating to the Personal Property Security Act filings listed on *Schedule B* attached hereto and (b) the Existing Agents shall, at the expense of the Credit Parties, deliver to the Company all original certificates of title, stock certificates, and instruments held by the Existing Agents and other property of the Credit Parties in the possession of the Existing Agents to the extent such relate to the Existing Credit Documents. The Existing Agents further agree to, at the expense of the Credit Parties, execute and deliver to you, your legal counsel, the New Agent and its counsel such termination statements, release documents or other agreements, instruments or notices as you or the New Agent may reasonably request in connection with the termination and release of the Existing Liens.

3. *Release.* The Credit Parties hereby irrevocably, unconditionally and generally release the Existing Agents, the Existing Lenders and their respective officers, directors, shareholders, affiliates, agents, attorneys, employees, successors and assigns (collectively, the “Released Parties”) from or in connection with any and all actions, suits, debts, controversies, agreements, promises, damages, judgments, executions, and any liability, claim or demand, known or unknown and of any nature whatsoever which the Credit Parties ever had, now has or hereafter can, shall or may have, against any or all of the Released Parties to the date of this Payoff Letter arising directly or indirectly under, pursuant to, or out of, the Existing Credit Documents.

4. *Termination.* In the event that the Effective Date has not occurred by close of business on April 1, 2011, this Payoff Letter shall expire, and shall be of no further force and effect.

5. *Governing Law.* This Payoff Letter and the rights and obligations of the parties hereto and thereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**6. WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS PAYOFF LETTER OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH.

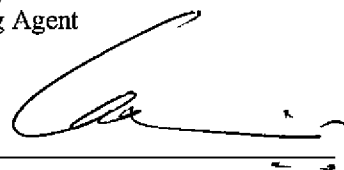
7. *Miscellaneous.* This Payoff Letter may be executed in identical counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Payoff Letter by facsimile transmission shall be effective as delivery of an original counterpart of this Payoff Letter. The headings and titles of the paragraphs above are for convenience only and have no substantive meaning herein.

[SIGNATURE PAGES FOLLOW]

Please evidence your receipt of this Payoff Letter by signing the enclosed copy hereof and returning it to the undersigned.

Very truly yours,

CITICORP INTERNATIONAL  
LIMITED,  
as Existing Agent

By:   
Name: \_\_\_\_\_  
Title: **Donny Lam**  
**Senior Vice President**

CITICORP NORTH AMERICA, INC.,  
as Existing Agent

By: \_\_\_\_\_  
Name: Kevin A. Ege  
Title: Vice President

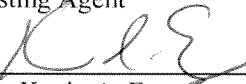
Please evidence your receipt of this Payoff Letter by signing the enclosed copy hereof and returning it to the undersigned.

Very truly yours,

CITICORP INTERNATIONAL  
LIMITED,  
as Existing Agent

By: \_\_\_\_\_  
Name:  
Title:

CITICORP NORTH AMERICA, INC.,  
as Existing Agent

By:  \_\_\_\_\_  
Name: Kevin A. Ege  
Title: Vice President

ACCEPTED AND AGREED  
AS OF THE DATE FIRST WRITTEN ABOVE:

AVAGO TECHNOLOGIES FINANCE PTE. LTD.

By: 

Name: Hock E. Tan  
Title: Director

AVAGO TECHNOLOGIES HOLDING PTE.  
LTD.

By: 

Name: Hock E. Tan  
Title: Director

AVAGO TECHNOLOGIES WIRELESS (U.S.A.)  
MANUFACTURING INC.

By: 

Name: Douglas R. Bettinger  
Title: President and Secretary

AVAGO TECHNOLOGIES U.S. INC.

By: 

Name: Douglas R. Bettinger  
Title: Senior Vice President,  
Chief Financial Officer and  
Secretary

AVAGO TECHNOLOGIES (MALAYSIA) SDN.  
BHD. (f/k/a Jumbo Portfolio Sdn. Bhd.)

By: 

Name: Douglas R. Bettinger  
Title: Director



ACCEPTED AND AGREED  
AS OF THE DATE FIRST WRITTEN ABOVE:

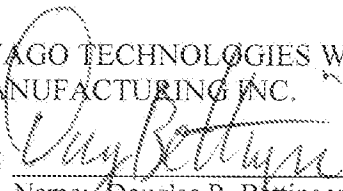
AVAGO TECHNOLOGIES FINANCE PTE. LTD.

By: \_\_\_\_\_  
Name: Hock E. Tan  
Title: Director

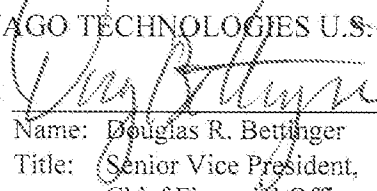
AVAGO TECHNOLOGIES HOLDING PTE.  
LTD.

By: \_\_\_\_\_  
Name: Hock E. Tan  
Title: Director

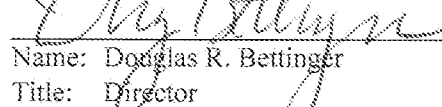
AVAGO TECHNOLOGIES WIRELESS (U.S.A.)  
MANUFACTURING INC.

By:  \_\_\_\_\_  
Name: Douglas R. Bettinger  
Title: President and Secretary

AVAGO TECHNOLOGIES U.S. INC.

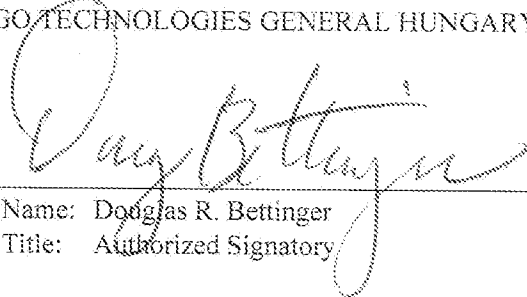
By:  \_\_\_\_\_  
Name: Douglas R. Bettinger  
Title: Senior Vice President,  
Chief Financial Officer and  
Secretary

AVAGO TECHNOLOGIES (MALAYSIA) SDN.  
BHD (f/k/a Jumbo Portfolio Sdn. Bhd.)

By:  \_\_\_\_\_  
Name: Douglas R. Bettinger  
Title: Director

AVAGO TECHNOLOGIES GENERAL IP (SINGAPORE) PTE. LTD.  
AVAGO TECHNOLOGIES ECBU IP (SINGAPORE) PTE. LTD.  
AVAGO TECHNOLOGIES MANUFACTURING (SINGAPORE) PTE. LTD.  
AVAGO TECHNOLOGIES INTERNATIONAL SALES PTE. LIMITED  
AVAGO TECHNOLOGIES WIRELESS IP (SINGAPORE) PTE. LTD.  
AVAGO TECHNOLOGIES ENTERPRISE IP (SINGAPORE) PTE. LTD.  
AVAGO TECHNOLOGIES FIBER IP (SINGAPORE) PTE. LTD.  
AVAGO TECHNOLOGIES WIRELESS HOLDING (LABUAN)  
CORPORATION  
AVAGO TECHNOLOGIES FIBER HOLDING (LABUAN) CORPORATION  
AVAGO TECHNOLOGIES ENTERPRISE HOLDING (LABUAN)  
CORPORATION  
AVAGO TECHNOLOGIES HOLDINGS B.V.  
AVAGO TECHNOLOGIES WIRELESS HOLDINGS B.V.  
AVAGO TECHNOLOGIES U.K. LIMITED  
AVAGO TECHNOLOGIES CANADA CORPORATION  
AVAGO TECHNOLOGIES GMBH  
AVAGO TECHNOLOGIES JAPAN, LTD.  
AVAGO TECHNOLOGIES ITALY S.R.L.  
AVAGO TECHNOLOGIES FIBER GMBH (F/K/A  
EINHUNDERTSECHSUNDNEUNZIGSTE VERWALTUNGSGESELLSCHAFT  
DAMMTOR MBH)  
AVAGO TECHNOLOGIES GENERAL HUNGARY VAGYONKEZELŐ KFT

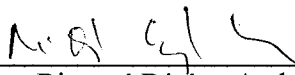
By:

  
Name: Douglas R. Bettinger  
Title: Authorized Signatory

[SIGNATURE PAGE TO PAYOFF LETTER]

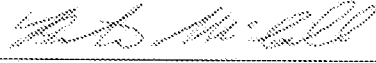
**PATENT**  
**REEL: 027082 FRAME: 0819**

AVAGO TECHNOLOGIES WIRELESS  
HUNGARY VAGYONKEZELŐ KFT. "V.A."

By:   
Name: Ritterné Bárány Andrea  
Title: Receiver/Végelszámoló  
Authorized Signatory

[SIGNATURE PAGE TO PAYOFF LETTER]

AVAGO TECHNOLOGIES TRADING LTD

By:   
Name: Patricia H. McCall  
Title: Authorized Signatory

[SIGNATURE PAGE TO PAYOFF LETTER]

**PATENT**  
**REEL: 027082 FRAME: 0821**

**SCHEDULE A**  
**PAYOFF AMOUNT AND WIRING INSTRUCTIONS**

<b>Payee/Wiring Instructions</b>	<b>Amount</b>	<b>Currency</b>
Citicorp International Limited	Principal: 0	USD
	Interest: 0	
Correspondent Bank: Citibank, N.A., New York	Fees: 365,996.81	
Correspondent SWIFT: CITIUS33	Total: 365,996.81	
Beneficiary Bank A/C No.: 10990845		
Beneficiary Bank: Citibank, N.A., Hong Kong		
Beneficiary Bank SWIFT: CITIHKHX		
Beneficiary A/C No.: 5-888991-001		
Beneficiary: Citicorp International Limited		
Attention: Loans Agency		
Reference: Avago – Fees 12/31/10 – 03/31/11		
 WEIL GOTSHAL & MANGES LLP	 126,453.45	 USD
JP Morgan Chase Bank		
500 Stanton Christiana Road		
Newark, DE 19713		
ABA: #021000021		
Account: #0158-37-430		
Reference: 35899.0264		
 BLAKE, CASSELS & GRAYDON LLP	 10,801.61	 USD
Intermediary Bank: Bank of America, W 33rd		
Street, New York, NY 10048-1191		
SWIFT: BOFAUS3N		
ABA: 026009593		
Beneficiary Bank (FFC): Canadian Imperial		
Bank of Commerce, Main Branch, Commerce		
Court West, Toronto, Ontario M5L 1A2		
SWIFT: CIBCCATT		
Transit No. 00002		
Beneficiary: Blake Cassels & Graydon LLP		
Account: 000021602012		
Reference: Invoice 1546778, Client/Matter		
00057986/000075		

*Please send e-mail notification of payment to  
[jtr@blakes.com](mailto:jtr@blakes.com)*

<b>Payee/Wiring Instructions</b>	<b>Amount</b>	<b>Currency</b>
CLIFFORD CHANCE (TOKYO) LLP		
Bank Name: Citibank	8,288.27	USD
Bank Address: 153 E. 53rd St, New York, NY 10022		
ABA: 021000089		
SWIFT: CITIUS33		
Beneficiary: Clifford Chance (Tokyo) LLP		
Account: 24579950		
Reference: Invoice 71510009775 File Ref 230913/15-40491911		
 Shearn Delamore & Co		
	3,782.00	USD
Bank Name : Standard Chartered Bank Malaysia Berhad		
Bank Address : No 2 Jalan Ampang, 50450 Kuala Lumpur, Malaysia		
SWIFT: SCBLMYKXXXX		
Beneficiary: Shearn Delamore & Co		
Account: 300-101807552		
Reference: 3368545/RT Invoice 670376		
 UTEEM CHAMBERS LTD		
	4,200.00	USD
Bank Name: State Bank of Mauritius Ltd, Private Banking Division		
Bank Address: 1, Queen Elizabeth Ave., Port Louis		
SWIFT: STCBMUMU		
Beneficiary: UTEEM CHAMBERS LTD		
Account: USD 08126000007174		
IBAN: MU16STCB1181026000007174000000		
Reference: Invoice 23031101		
 Galicia Abogados, S.C.		
	4,338.40	USD
Bank Name: JP Morgan Chase Bank		
Bank Address: 1 Chase Manhattan Plaza, New York, NY 10081		
SWIFT: CHASUS33		
ABA: 021000021		
Beneficiary: Galicia Abogados, S.C.		
Account: 400-128578		
Reference: Client 756 for invoices 64713, 64488, 64051, 64715, 64714		

<b>Payee/Wiring Instructions</b>	<b>Amount</b>	<b>Currency</b>
<b>Allen &amp; Gledhill LLP</b>  Bank Name: Oversea-Chinese Banking Corporation Limited Bank Address: OCBC Centre, 65 Chulia Street, Singapore 049513 SWIFT: OCBCSGSG CHIPS UID: 010275 Intermediary Bank: JP Morgan Chase Bank, NA (New York) SWIFT: CHASUS33 ABA: 021000021 Beneficiary: Allen & Gledhill LLP Account: 501-053334-001 Reference: Invoice 21104609 file 2011000760	9,470.50	USD
<b>GIANNI, ORIGONI, GRIPPO &amp; PARTNERS</b>  Bank Name: Credito Emilano Bank Address: Via Andegari, 14 – 20121 Milan SWIFT: BACRIT22MIL IBAN: IT42S 03032 01600 010000060715 Beneficiary: Studio Legale Gianni, Origoni, Grippo & Partners Reference: 35178	12,000.00	EUR
<b>Arendt &amp; Medernach</b>  Bank Name: BGL BNP Paribas Bank Address: 50, avenue JF Kennedy, L-2951 Luxembourg SWIFT: BGLLLULL Beneficiary: Arendt & Medernach IBAN: LU59 0030 4385 9510 3000 Reference: 45188-00-4959724v3-SW/ALG/sot	9,444.75	EUR
<b>NautaDutilh N.V.</b>  Bank Name: ABN Amro Bank Bank Address: Coolensingel 119, 3012 AG Rotterdam SWIFT: ABNANL2A Beneficiary: NautaDutilh N.V. IBAN: NL19ABNA0540130168 Account: 54.01.30.168	2,650.00	EUR

**SCHEDULE B**  
**PERSONAL PROPERTY SECURITY ACT FILINGS**

<b><u>File Number</u></b>	<b><u>Debtor</u></b>	<b><u>Registration Number</u></b>
620755911	Avago Technologies Holdings B.V.	20051124 1447 1862 0206
620755893	Avago Technologies Canada Corporation	20051124 1446 1862 0204