

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Conexant Systems, Inc.
4000 MacArthur Blvd.
Newport Beach, CA. 92660

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 8, 2004

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Release of Security Agreement

2. Name and address of receiving party(ies)

Name: Mindspeed Technologies, Inc.

Internal Address: _____

Street Address: 4000 MacArthur Blvd.

City: Newport Beach

State: CA

Country: USA

Zip 92660

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,990,112

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Keith Kind Reg. No. 42,735

Internal Address: _____

Street Address: 4000 MacArthur Blvd.

City: Newport Beach

State: CA Zip: 92660

Phone Number 949 579 3291

Docket Number: _____

Email Address: Keith.Kind@Mindspeed.com

6. Total number of applications and patents Involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 501867

Authorized User Name Keith Kind

9. Signature:

Keith Kind
Signature

February 13, 2013

Date

Keith Kind, Reg. No. 42,735

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$40.00 501867 699011

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is made as of December 8, 2004, among MINDSPEED TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), the SUBSIDIARY GUARANTORS (as defined in the "Credit Agreement" defined below) and CONEXANT SYSTEMS, INC. ("Lender").

WHEREAS, Borrower, Lender and the Subsidiary Guarantors (as such term is defined in the Credit Agreement) entered into that certain Credit Agreement dated June 27, 2003 (as amended by Amendment No. 1 to Credit Agreement dated December 2, 2004 (the "First Amendment"), and as may have been further amended or modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

WHEREAS, the Subsidiary Guarantors have executed the Guarantees to guarantee the obligations of Borrower under the Credit Agreement.

WHEREAS, Borrower, Subsidiary Guarantors and other Persons have entered into various Security Documents pursuant to which they have granted in favor of Lender security interests in the Collateral to secure the obligations under the Credit Agreement and the Guarantees.

WHEREAS, pursuant to the First Amendment, Borrower and Lender have agreed that upon the closing of a financing or one or more related financings for the Borrower resulting in aggregate gross proceeds of \$40 million or more, including in the computation of gross proceeds any underwriter or initial purchaser discounts and without deduction for any items listed in clauses (x) and (y) of the definition of "Permitted Refinancing" in Exhibit A to the Credit Agreement, ("Gross Proceeds"), that the Credit Agreement and the Commitment shall terminate upon the closing of the financing which, when aggregated with the gross proceeds of any related financing, results in aggregate Gross Proceeds of \$40 million or more (the "Qualified Financing").

WHEREAS, pursuant to the terms hereof, Lender has agreed to terminate the Security Documents and the Guarantees and terminate, cancel and release any and all security interest it has in the Collateral upon the closing of a Qualified Financing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Upon the closing of a Qualified Financing (i) the liens and security interests of Lender in any and all of the property (including the Collateral) of Borrower, the Subsidiary Guarantors or any other Person granting a security interest in connection with the Credit Agreement shall be automatically released and terminated, including without limitation, any liens and security interests evidenced by Uniform Commercial Code financing statements and fixture filings, real property mortgages and deeds of trust and intellectual property security recordings in the United States Patent and Trademark Office or the United States Copyright Office, and (ii) the Security Documents and the Guarantees shall be automatically terminated without further action by the parties.

2. Upon the closing of a Qualified Financing, and in furtherance of the agreements set forth in Section 1 above: (i) Lender authorizes Borrower, the Subsidiary Guarantors and their respective attorneys to file on behalf of Lender (a) termination statements of Uniform Commercial Code financing statements and fixture filings, (b) releases of real property mortgages and deeds of trust and (c) releases of intellectual property security recordings in the United States Patent and Trademark Office and the United States Copyright Office, in each case filed by Lender in respect of the Obligations, (ii) Lender agrees, upon the request of Borrower, it will execute and deliver additional terminations, releases and satisfactions of the liens of Lender on, and security interests in, any of Borrower's, any Subsidiary Guarantor's or any other Person's property as are necessary to evidence the satisfaction of such Person's obligations to Lender under the Credit Agreement and/or other Loan Documents and the termination of the interests of Lender in all Collateral held with respect thereto, and (iii) Lender shall deliver promptly to, or use its best efforts to arrange for the prompt delivery of, originally executed and notarized (if applicable) releases for each of the other liens granted to Lender and any and all pledged Collateral in the possession of Lender pertaining to the Obligations under the Credit Agreement (including any pledged stock certificates and intercompany notes).

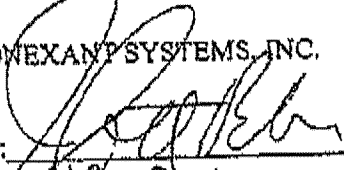
[Signatures appear on next page]

cc-288958

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by its duly authorized representative as of the date set forth above.

LENDER:

COWEXANT SYSTEMS, INC.

By: 
Name: Scott Blouin
Title: Senior Vice President + CFO

54

55

56

57

58

BORROWER:

MINDSPEED TECHNOLOGIES, INC.

By: _____
Name: Simon Biddiscombe
Title: CFO

SUBSIDIARY GUARANTORS:

APPLIED TELECOM, INC.

HOTRAIL, INC.

By: _____
Name: Simon Biddiscombe
Title: President

By: _____
Name: Simon Biddiscombe
Title: President

MINDSPEED TECHNOLOGIES, LLC

MAKER COMMUNICATIONS, INC.

By: _____
Name: Simon Biddiscombe
Title: Manager

By: _____
Name: Simon Biddiscombe
Title: President

BROOKTREE CORPORATION

By: _____
Name: Simon Biddiscombe
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed by its duly authorized representative as of the date set forth above.

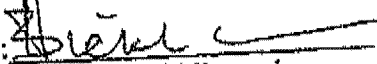
LENDER:

CONEXANT SYSTEMS, INC.

By: _____
Name: _____
Title: _____

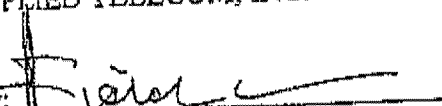
BORROWER:

MINDSPEED TECHNOLOGIES, INC.


By: 
Name: Simon Biddiscombe
Title: CFO

SUBSIDIARY GUARANTORS:

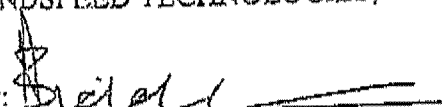
APPLIED TELECOM, INC.

By: 
Name: Simon Biddiscombe
Title: President


HOTRAIL, INC.

By: 
Name: Simon Biddiscombe
Title: President


MINDSPEED TECHNOLOGIES, LLC

By: 
Name: Simon Biddiscombe
Title: Manager

MAKER COMMUNICATIONS, INC.

By: 
Name: Simon Biddiscombe
Title: President

BROOKTREE CORPORATION

By: 
Name: Simon Biddiscombe
Title: President

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This Amendment No. 1 to the Credit Agreement, dated as of June 27, 2003 ("Credit Agreement"), among MINDSPEED TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), the SUBSIDIARY GUARANTORS named therein and CONEXANT SYSTEMS, INC. ("Lender") is made by and among the parties to the Credit Agreement as of November 30, 2004.

1. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Credit Agreement.

2. Section 6.02 of the Credit Agreement is hereby amended by added the following subsection (o):

(o) Any Lien on U.S. Treasury securities arising out of a convertible debt financing transaction whereby such U.S. Treasury securities are pledged to secure Borrower's obligations under the notes issued in such financing; provided that Borrower reduces the Commitment in accordance with Section 2.06(b), effective not later than immediately prior to the incurrence of any such Lien, by an amount equal to the amount paid for such U.S. Treasury securities by Borrower or its Subsidiary.

In addition, the reference to Section 6.02(n) in the last proviso in Section 6.02 is hereby amended to refer to Section 6.02(n) and (o).

3. Upon the closing of a financing or one or more related financings resulting in aggregate gross proceeds of \$40 million or more, including in the computation of gross proceeds any underwriter or initial purchaser discounts and without deduction for any items listed in clauses (x) and (y) of the definition of "Permitted Refinancing" in Exhibit A to the Credit Agreement, ("Gross Proceeds"), the parties agree that the Credit Agreement and the Commitment shall terminate upon the closing of the financing which, when aggregated with the gross proceeds of any related financing, results in aggregate Gross Proceeds of \$40 million or more.

4. Upon the closing of a financing or one or more related financings resulting in aggregate Gross Proceeds to Borrower of less than \$40 million, the Credit Agreement shall continue in full force and effect; provided that the aggregate amount of the Commitment shall be reduced by the Gross Proceeds of such financing(s). In the event the financing(s) would qualify as a Permitted Refinancing, the Commitment reduction provisions of this Section 4 shall be controlling over those set forth in subparagraph (a) of the definition of "Permitted Refinancing" in Exhibit A to the Credit Agreement.

IN WITNESS WHEREOF, Borrower, Guarantors and Lender have executed this Amendment No. 1 as of the date first written above.

MINDSPEED TECHNOLOGIES, INC.

By: [Signature]

Name: Simon Biddiscombe

Title: CFO

CONEXANT SYSTEMS, INC.

By: [Signature]

Name: J. Scott Blouin

Title: CFO

APPLIED TELECOM, INC.

By: [Signature]

Name: Simon Biddiscombe

Title: President

HOTMAIL, INC.

By: [Signature]

Name: Simon Biddiscombe

Title: President

MINDSPEED TECHNOLOGIES, LLC f/k/a
CONEXANT SPINCO TECHNOLOGIES, LLC

By: [Signature]

Name: Simon Biddiscombe

Title: Manager

MAKER COMMUNICATIONS, INC.

By: [Signature]

Name: Simon Biddiscombe

Title: President

BROOKTREE CORPORATION

By: [Signature]

Name: Simon Biddiscombe

Title: President

MINDSPEED

December 8, 2004

Conexant Systems, Inc.
4311 Jamboree Road
Newport Beach, CA 92660-3095
Attention: Dennis O'Reilly

Re: Credit Agreement dated as of June 27, 2003, as amended
Completion of Qualified Financing

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement dated as of June 27, 2003, as amended by Amendment No. 1 dated December 2, 2004 (as so amended, the "Credit Agreement"; capitalized terms used herein have the meaning given them in the Credit Agreement). Notice is hereby given that Mindspeed Technologies, Inc. (the "Company") today completed an offering of its convertible senior notes due 2009 (the "Notes") for aggregate Gross Proceeds of \$46,000,000, which offering of the Notes constitutes a Qualified Financing under the terms of the Credit Agreement.

Very truly yours,

MINDSPEED TECHNOLOGIES, INC.

By: 

Simon Biddiscombe
Chief Financial Officer

cc: J. Scott Blouin
Jasmina Theodore Boulanger, Esq.
Peter R. Kolyer, Esq.
Robert M. Mattson, Esq.

00-289061

MINDSPEED TECHNOLOGIES, INC. 4050 SAN ANTONIO BLVD. SUITE 100 NEWPORT BEACH, CA 92660
TEL: 949/500-0000