

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conexant Systems, Inc.		11/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	The Bank Of New York Trust Company, N.A.
Street Address:	227 West Monroe
Internal Address:	Suite 2600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	2457906	ACCESSRUNNER
Registration Number:	2079743	ATMOS
Registration Number:	2215723	BITFLOW
Registration Number:	2532487	
Registration Number:	2736991	C
Registration Number:	2437153	
Registration Number:	1973839	CDTV
Registration Number:	2527871	CONEXANT
Registration Number:	2778090	CONEXANT
Registration Number:	2550994	CONEXANT
Registration Number:	2753392	C CONEXANT
Registration Number:	2530331	C O N E X A N T
Registration Number:	2528063	CONEXANT

CH \$1715.00 2457906

Registration Number:	2528059	CONEXANT
Registration Number:	2186359	CONVERGENCE
Registration Number:	2293475	DCN
Registration Number:	2832969	DELIVERING THE POWER OF THE INTERNET FOR EVERYONE, EVERYWHERE
Registration Number:	2185619	EMWEB
Registration Number:	2187716	EMWEB
Registration Number:	2437425	G
Registration Number:	2290336	GLOBESPAN
Registration Number:	2476146	G GLOBESPAN ACCELERATING COMMUNICATIONS
Registration Number:	2777475	HELIUM
Registration Number:	2767279	MODEMXPRT
Registration Number:	1439845	MONOFAX
Registration Number:	2762380	NETWAITING
Registration Number:	2231920	SICOM
Registration Number:	2515838	SMARTDAA
Registration Number:	2302563	T.SQUARE
Registration Number:	2022349	TX-CEL
Registration Number:	2080367	VIRATA
Registration Number:	2500433	VIRATA
Registration Number:	2530537	WIRELESS AT THE SPEED OF LIFE
Registration Number:	2606275	XDSL2
Serial Number:	78685836	ACCELITY
Serial Number:	78221681	ACCELITY
Serial Number:	75813888	AIRLOCK
Serial Number:	75574921	ANYDSL
Serial Number:	76048272	APTEON
Serial Number:	75123111	ATML
Serial Number:	74652791	ATOM
Serial Number:	75350039	ATOM ACCELERATOR
Serial Number:	78113205	BLUE802
Serial Number:	75375201	C/ADSL
Serial Number:	76410710	COLUMBIA
Serial Number:	75375320	CONSUMER ADSL
Serial Number:	75382714	CONSUMER DSL

Serial Number:	76168307	DOES YOUR HOME NETWORK DO THIS?
Serial Number:	78268209	DRIVING THE DIGITAL HOME
Serial Number:	75580194	DSLINK
Serial Number:	75611793	ENDLESS WAVE
Serial Number:	78177300	G.SPAN
Serial Number:	76419793	HELIUM
Serial Number:	78030403	INFOTAINMENT
Serial Number:	78035621	INTERNET DESKTOP
Serial Number:	76434194	ISP-READY
Serial Number:	75558178	MEGA WAVESTATION
Serial Number:	76453454	REMEDYDSL
Serial Number:	75797655	SMARTMODEM
Serial Number:	75516191	SOFDAA
Serial Number:	75708240	SOFT DSL
Serial Number:	74654520	
Serial Number:	74654515	ATM
Serial Number:	74654516	
Serial Number:	74652786	VIRATA
Serial Number:	76183615	VIRATA
Serial Number:	75932522	WHAT'S NEXT
Serial Number:	75927457	WHAT'S NEXT IN COMMUNICATIONS TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (646)710-1060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-408-5433
Email: bbarrera@chadbourn.com
Correspondent Name: Dennis C. Hopkins
Address Line 1: 30 Rockefeller Plaza
Address Line 2: I. P. Department
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	14733-058
NAME OF SUBMITTER:	Dennis C. Hopkins
Signature:	/Dennis C. Hopkins/
Date:	11/20/2006

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK 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 Trademarks; 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 Trademarks (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 Trademarks 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

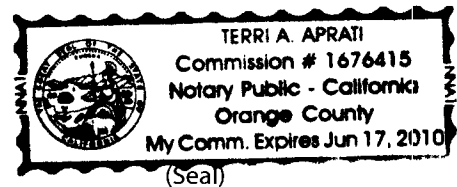
On November 9, 2006 before me, TERRI A. APRATI,
(here insert name and title of the officer)

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 TERRI 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 Trademark 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	
<input type="checkbox"/> Personally known to me	
<input type="checkbox"/> Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Identification is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/>	_____

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:

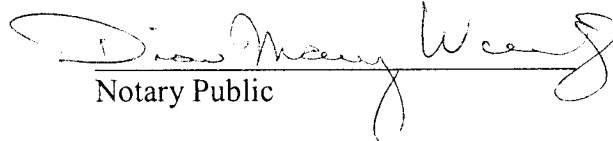
THE BANK OF NEW YORK TRUST COMPANY, N.A.
as Collateral Agent for the Holders

By: Janice Ott Rotunno
Name: JANICE OTT ROTUNNO
Title: VICE PRESIDENT
Date:

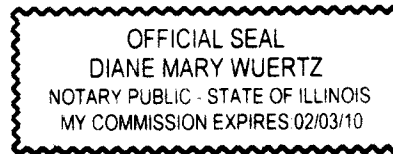
ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 13th day of November, 2006, before me personally came Janice Ott Rotunno 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.


Notary Public

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

U.S. Trademark Registrations and Applications

TrademarkName	AppNumber	RegNumber
ACCELITY	78/685,836	
ACCELITY	78/221,681	
ACCESSRUNNER	75/575,098	2,457,906
AIRLOCK	75/813,888	
ANYDSL	75/574,921	
APTEON	76/048,272	
ATML AND SWASH DESIGN	75/123,111	
ATMOS	74/652,789	2,079,743
ATOM	74/652,791	
ATOM ACCELERATOR	75/350,039	
BITFLOW	75/212,733	2,215,723
BLUE 802	78/113,205	
C LOGO		
C LOGO	75/578,210	2,532,487
C LOGO	75/578,226	2,736,991
C LOGO	76/021,970	2,437,153
C/ADSL	75/375,201	
CDTV	74/276,851	1973839
COLUMBIA	76/410,710	
CONEXANT	75/547,442	2,527,871
CONEXANT	75/547,338	2,778,090
CONEXANT	76/021,938	2,550,994
Conexant and C logo design (horizontal)	75/706,999	2,753,392
Conexant and C logo design (horizontal)	75/705,911	2,530,331
Conexant and C logo design (vertical)	75/706,977	2,528,063
Conexant and C logo design (vertical)	75/705,905	2,528,059
CONSUMER ADSL	75/375,320	
CONSUMER DSL	75/382,714	
CONVERGENCE	75/107,205	2,186,359
DCN	75/413,708	2,293,475
Delivering the Power of the Internet for Everyone, Everywhere	78/037,936	2,832,969
Does Your Home Network Do This?	76/168,307	
DRIVING THE DIGITAL HOME	78/268209	
DSLINK	75/580,194	
EMWEB	75/284,874	2,185,619
EMWEB and Design	75/344,409	2,187,716
ENDLESS WAVE	75/611,793	
G (Stylized)	75/510,780	2,437,425
GLOBESPAN	74/711,030	2,290,336
GLOBESPAN ACCELERATING COMMUNICATIONS & DESIGN	75/510,772	2,476,146
G-SPAN	78/177,300	
HELIUM	76/419,793	2,777,475
INFOTAINMENT	78/030,403	
INTERNET DESKTOP	78/035,621	
ISP-READY	76/434,194	
MEGA WAVESTATION	75/558,178	

TrademarkName	AppNumber	RegNumber
MODEMXPRT	76/123,878	2,767,279
MONOFAX	73/620,030	1,439,845
NetWaiting	76/255,774	2,762,380
REMEDYDSL	76/453,454	
SICOM	75/400,450	2,231,920
SMARTDAA	75/516,383	2515838
SMARTMODEM	75/797,655	
SOFDAA	75/516,191	
SOFTDSL	75/708,240	
SWASH DESIGN	74/654,520	
SWASH DESIGN AND ATM	74/654,515	
SWASH IN BLACK BOX (DESIGN)	74/654,516	
T.SQWARE	75/340,948	2,302,563
TX-CEL	74/472,179	2,022,349
VIRATA	75/976,182	2,080,367
VIRATA	74/652,786	
VIRATA (STYLIZED)	76/183,615	2,500,433
WHAT'S NEXT	75/932,522	
WHAT'S NEXT IN COMMUNICATIONS TECHNOLOGY	75/927,457	
WIRELESS AT THE SPEED OF LIFE	75/873,518	2,530,537
XDSL2	75/510,789	2,606,275