

09-19-2002

ET

Docket No.:

14733-025A



Y

Tab settings

To the Honorable Commissioner of Pat

102227473

attached original documents or copy thereof.

1. Name of conveying party(ies):

Trans-Tech, Inc.
5520 Adamstown Road
Adamstown, MD 21710

09-16-02

- Individual(s)
- General Partnership
- Corporation-State Maryland
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: CONEXANT SYSTEMS, INC

Internal Address: _____

Street Address: 4311 Jamboree Road

City: Newport Beach State: CA ZIP: 92660

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

ATTACHED

SCHEDULE

B. Trademark Registration No.(s)

ATTACHED

SCHEDULE

Additional numbers Yes No

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

Name: Michael R. Graif, CHADBOURNE & PARKE LLP

Internal Address: _____

Street Address: 30 Rockefeller Plaza

City: New York State: NY ZIP: 10112

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-1240

OFFICE OF PUBLIC RECORDS
2002 SEP 16 AM 10:41
FINANCE SECTION

09/19/2002 LNUJELLER 00000040 1123175

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael R. Graif, Reg. No. 47,298

Name of Person Signing

Michael R. Graif

Signature

September 13, 2002

Date

Total number of pages including cover sheet, attachments, and

SCHEDULE A

Registered Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Trademark</u> <u>Registration No.</u>
Trans-Tech, Inc.	TRANS-TECH	US 1,123,175
Trans-Tech, Inc.	TRANS-TECH	US 887,644
Trans-Tech, Inc.	TRANS-TECH	US 2,555,603

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Trans-Tech, Inc., a Maryland corporation (the "Grantor"), with principal offices at 5520 Adamstown Road, Adamstown, MD 21710, hereby grants to Conexant Systems, Inc., with principal offices at 4311 Jamboree Road, Newport Beach, CA 92660 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Financing Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Financing Agreement among Alpha Industries, Inc., certain of its subsidiaries and the Grantee, dated as of June 25, 2002 (as amended from time to time, the "Financing Agreement"). Upon the occurrence of the Termination Date (as defined in the Financing Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks and Patents acquired under this Grant.

This Grant has been made in conjunction with the security interest granted to the Grantee under the Financing Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Financing Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Financing Agreement, the provisions of the Financing Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as
of the 25 day of June 2002.

TRANS-TECH, INC.,
as Grantor

By 
Name: PAUL E. VINCENT
Title: TREASURER AND SECRETARY

CONEXANT SYSTEMS, INC.,
as Grantee

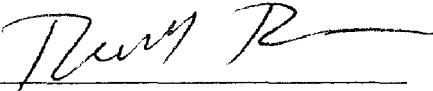
By _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF MIDDLESEX)

On this 25th day of June, 2002, before me personally came Paul E. Vincent who, being by me duly sworn, did state as follows: that he is Treasurer of Trans-Tech, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.




Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Agreement as
of the 25 day of June 2002.

TRANS-TECH, INC.,
as Grantor

By _____
Name:
Title:

CONEXANT SYSTEMS, INC.,
as Grantee

By  _____
Name: Dennis E. O'Reilly
Title: Senior Vice President, General
Counsel and Secretary

SCHEDULE A

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