

09-11-2003

ET

Docket No.:

.Y

n/a



Tab settings

To the Honorable Commissioner of Pa

102547062

See the attached original documents or copy thereof.

1. Name of conveying party(ies):

Conexant Systems, Inc.  
4311 Jamboree Rd.  
Newport Beach, CA 92660

9-8-03

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

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

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

Name: Mindspeed Technologies, Inc.

Internal Address: MS: E09-906

Street Address: 4000 MacArthur Blvd.

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: June 27, 2003

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

A. Trademark Application No.(s)

List Attached

B. Trademark Registration No.(s)

List Attached

Additional numbers  Yes  No

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

Name: Keith Kind

Internal Address: Mindspeed Technologies, Inc.

4000 MacArthur Blvd., MS: E09-906

Newport Beach, CA 92660

Street Address: Mindspeed Technologies, Inc.

4000 MacArthur Blvd., MS: E09-906

City: Newport Beach State: CA ZIP: 92660

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

38

7. Total fee (37 CFR 3.41):.....\$ 1,520.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501867

OFFICE OF PUBLIC RECORDS  
2003 SEP -8 PM 2:48  
FINANCE SECTION

09/11/2003 LMEILLER:00000056 501867 2507509

DO NOT USE THIS SPACE

01 FC:0521 40.00 M  
02 FC:0522 925.00 M

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.

Keith Kind

Name of Person Signing

Signature

September 5, 2003

Date

Total number of pages including cover sheet, attachments, and docs

4

Attached List to Recordation Form Cover Sheet: Trademarks Only

2,507,509	78/074,981	78/074,978	78/067,298	78/050,719	78/027,740
2,095,052	78/045,835	78/074,949	78/079,927	75/599,189	78/047,969
2,181,775	78/171,337	76/045,007	78/079,928	76/033,665	78/047,970
2,339,381	76/209,952	78/026,183	78/045,829	78/089,419	
2,367,243	76/209,951	78/054,056	78/074,941	78/033,439	
2,455,494	78/089,844	78/047,962	78/134,847	78/027,381	
2,675,652	76/210,647	78/045,837	78/045,841	78/027,755	

**ASSIGNMENT OF INVENTIONS, PATENTS, PATENT APPLICATIONS,  
TRADEMARKS AND COPYRIGHTS**

WHEREAS, CONEXANT SYSTEMS, INC. ("Assignor"), a Delaware corporation with an office at 4311 Jamboree Road, Newport Beach, California 92660-3095, owns or has rights to certain inventions, patents, patent applications, trademarks and copyrights identified in the attached Schedule entitled "IP SCHEDULE 101.1(d)";

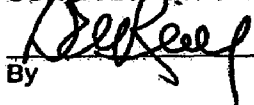
WHEREAS, MINDSPEED TECHNOLOGIES, INC. ("Assignee"), a Delaware corporation with an office at 4000 MacArthur Blvd., Newport Beach, California 92660-3095, wishes to acquire full rights and ownership of said inventions, patents, patent applications, trademarks and copyrights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor grants, conveys, assigns and transfers to the Assignee and the Assignee's successors and assigns, Assignee's entire right, title and interest in and to said inventions, patents, patent applications and associated invention disclosures of the same, trademarks, together with the good will of the business symbolized by the mark, and copyrights listed on the attached Schedule identified as "IP SCHEDULE 101.1(d)", including all corresponding applications such as continuations, continuations-in-part, divisionals, provisionals, reissues, reexaminations thereof and the subject matter of any and all claims which may be obtained in every such patent, as well as all corresponding foreign patents, foreign patent applications, foreign trademarks registrations, foreign trademark applications in whatever jurisdictions in which the same exist along with all rights of priority and the right to file applications for patents, trademarks and copyrights based thereon and to prosecute such applications and receive patents, trademark registrations and copyright registrations thereon in its own name, all of the same to be held and enjoyed by the said Assignee, its successors, assigns or other legal representatives, for its own use and advantage, and for the use and advantage of its successors, assigns or other legal representatives, to the end of the term or terms for which patents, trademark registrations and copyright registrations are or may be granted, re-issued or re-examined, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made, including all rights to profits and damage by reason of past infringement by any party or parties, with the right to sue and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, along with any and all of Assignor's rights under the assigned copyrights to publish, reproduce, display, transmit, adapt, sell, prepare derivative works, distribute, perform or otherwise make use of such assigned work or portions thereof throughout the world in any form or medium, and in any language, and to license the assigned copyrights to others, for the entire term of copyright, including any renewals and extension. Where permitted by law, Assignor waives any applicable moral rights.

UPON SAID CONSIDERATION, Assignor appoints Assignee and Assignee's successors and assigns as its attorney-in-fact to act in Assignor's name and place to execute, deliver and record any document or instrument of assignment or conveyance necessary to perfect, grant, and confirm the rights granted herein, and Assignor conveys to the Assignee the right to make application, prosecute, receive and enforce in its own behalf and name the inventions, patents, patent applications and trademarks of "IP SCHEDULE 101.1(d)" in the United States and all foreign countries and to claim priority therefrom under the Patent Cooperation Treaty, the International Convention and/or any other international arrangement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by one of its officers on the date shown below.

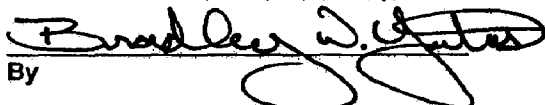
CONEXANT SYSTEMS, INC.

By 

Dennis E. O'Reilly  
Name

Senior Vice President, General Counsel  
Title and Secretary

MINDSPEED TECHNOLOGIES, INC.

By 

Bradley W. Yates  
Name

Senior Vice President and Chief  
Title Administrative Officer

Date: June 27, 2003

Schedule 101.1(d)  
Registered Trademarks and Pending Trademark Applications

1	ACCESSMAKER	75/598,390	02-Dec-1998	2,507,509	13-Nov-2001
2	CELLMAKER	75/164,208	11-Sep-1996	2,095,052	09-Sep-1997
3	BRIDGEMAKER	75/164,246	11-Sep-1996	2,181,775	18-Aug-1998
4	PORTMAKER	75/584,281	06-Nov-1998	2,339,381	04-Apr-2000
5	HIGH INTENSITY COMMUNICATIONS PROCESSING	75/663,685	16-Mar-1999	2,367,243	11-Jul-2000
6	EDGEMAKER	76/077,251	26-Jun-2000	2,455,494	29-May-2001
7	HOTRAIL LOGO	78/030,010	10-Oct-2000	2,675,652	14-Jan-2003
8	AMPLIF-EYE	78/074,981	20-Jul-2001		
9	BUILD IT FIRST	78/045,835	31-Jan-2001		
10	CHAGALL	78/171,337	04-Oct-2002		
11	EDGE STREAM	76/209,952	14-Feb-2001		
12	EDGE STREAM PROCESSOR	76/209,951	14-Feb-2001		
13	EDGEBUILDER	78/089,844	23-Oct-2001		
14	ESP	76/210,647	14-Feb-2001		
15	FLEXICLOCK	78/074,978	20-Jul-2001		
16	FLEXILINK	78/074,949	20-Jul-2001		
17	HI-PHY	76/045,007	19-Apr-1999		
18	HOTRAIL	78/026,183	15-Sep-2000		
19	ISCALE	78/054,056	20-Mar-2001		
20	LOOP WIZARD	78/047,962	12-Feb-2001		
21	M LOGO	78/045,837	31-Jan-2001		
22	MINDCONTROLLER	78/067,298	04-Jun-2001		
23	MINDLINK	78/079,927	17-Aug-2001		
24	MINDLINX	78/079,928	17-Aug-2001		
25	MINDSPEED	78/045,829	31-Jan-2001		
26	MINDSPEED TECHNOLOGIES	78/074,941	20-Jul-2001		
27	MIRO	78/134,847	11-Jun-2002		
28	MINDSPEED LOGO	78/045,841	31-Jan-2001		
29	MINDSPEED LOGO & TAG	78/050,719	28-Feb-2001		
30	OCTAVE	75/599,189	03-Dec-1998		
31	OPTIPHY	76/033,665	25-Apr-2000		
32	PORTBUILDER	78/089,419	21-Oct-2001		
33	RINGMAKER	78/033,439	02-Nov-2000		
34	SKYRAIL	78/027,381	23-Sep-2000		
35	ZIPSTARTUP	78/027,755	26-Sep-2000		
36	ZIPWIRE	78/027,740	26-Sep-2000		
37	ZIPWIREMULTI	78/047,969	12-Feb-2001		
38	ZIPWIREPLUS	78/047,970	12-Feb-2001		