

10/4/03

10-15-2003



Docket No.:

n/a

Tab settings

To the Director of the United States Patent

102574661

ched original documents or copy thereof.

1. Name of conveying party(ies):

Mindspeed Technologies, Inc. 2003 OCT -8 AM 8:46
4000 MacArthur Blvd., MS: E09-906
Newport Beach, CA 92660 FINANCE SECTION

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

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

3. Nature of conveyance:

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

Execution Date: _____

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

Name: Conexant Systems, Inc.
Internal Address: Attn: Office of the General Counsel
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

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

A. Trademark Application No.(s)

List Attached Schedule A

B. Trademark Registration No.(s)

List Attached Schedule A

Additional numbers Yes No

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

Name: Conexant Systems, Inc.
Internal Address: _____
Office of the General Counsel
MS: K10-161
Street Address: 4000 MacArthur Blvd., West Tower,

10/14/2003 EDOOPER 00000206 2507309

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

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: _____

Refund Ref: 10/14/2003 EDOOPER 0000131433

DO NOT USE THIS SPACE

CHECK Refund Total: \$555.00

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 KING

9/30/03

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

5

Trademarks Schedule A

	Registration No.
1	2,507,509
2	2,095,052
3	2,181,775
4	2,339,381
5	2,367,243
6	2,455,494
7	2,675,652
	Serial No.
1	75/599,189
2	76/033,665
3	76/045,007
4	76/209,951
5	76/209,952
6	76/210,647
7	78/026,183
8	78/027,381
9	78/027,740
10	78/027,755
11	78/033,439
12	78/045,829
13	78/045,835
14	78/045,837
15	78/045,841
16	78/047,962
17	78/047,969
18	78/047,970
19	78/050,719
20	78/054,056
21	78/067,298
22	78/074,941
23	78/074,949
24	78/074,978
25	78/074,981
26	78/079,927
27	78/079,928
28	78/089,419
29	78/089,844
30	78/134,847
31	78/171,337

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


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Mindspeed Technologies, Inc., a Delaware corporation with principal offices at 4000 MacArthur Boulevard, Newport Beach, CA 92660-3095 (the "Grantor"), hereby grants to Conexant Systems, Inc. with principal offices at 4311 Jamboree Road, Newport Beach, CA 92660-3095 (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 Proceeds (as such term is defined in the Security Agreement referred to below) of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks 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 Security Agreement among Grantor, various subsidiary guarantors and Grantee, dated as of June 27, 2003 (as amended from time to time, the "Security Agreement"). Upon termination of the security interest granted herein in accordance with the terms of the Security 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 acquired under this Grant.


This Grant has been made in conjunction with the security interest granted to the Grantee under the Security 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 Security 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 Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 30 day of September 2003.

MINDSPEED TECHNOLOGIES, INC.,
as Grantor

By 
Name: KEITH KIND
Title: CHIEF IP COUNSEL

CONEXANT SYSTEMS, INC., as
Grantee

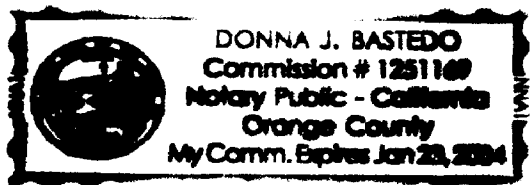
By 
Name: DENNIS E. O'REILLY
Title: Sr. VP, General Counsel
and Secretary

All-Purpose California Acknowledgment

State of California)
)
County of Orange)

On SEPT. 30, 2003, before me, Donna J. Bastedo, Notary Public, personally appeared Keith Kind, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



(Seal)

Donna J. Bastedo

Signature of Notary Public