

07-24-2006



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DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

7-19-06

1. Name of conveying party(ies):

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

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mindspeed Technologies, Inc.

Internal

Address: M/S E10-005

Street Address: 4000 MacArthur Blvd.

City: Newport Beach

State: CA

Country: USA Zip: 92660

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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

Execution Date(s) June 27, 2003

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
N/A

B. Trademark Registration No.(s)
2,943,110 2,883,342 2,839,276

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
N/A

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

Name: Keith Kind

Internal Address: M/S E10-005

Street Address: 4000 MacArthur Blvd

City: Newport Beach

State: CA Zip: 92660

Phone Number: 949 579 3291

Fax Number: 949 579 6442

Email Address: Trademarks@Mindspeed.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501867

Authorized User Name Keith Kind

9. Signature:

07/21/2006 DBYRME 0000021 501867 2943110

Signature

Date

7-18-06

01 FC:8521
02 FC:8522

40.00 DA
50.00 DA

Keith Kind

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

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, VA 22313-1450

**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)";

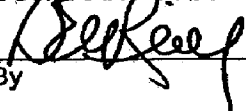
WHEREAS, MINDSPEED TECHNOLOGIES, INC. ("Assignee"), a Delaware corporation with an office at 4000 MacArthur Blvd., Newport Beach, California 92660-3095, wishes to acquire full rights and ownership of said inventions, patents, patent applications, trademarks and copyrights.

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 trademark 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.

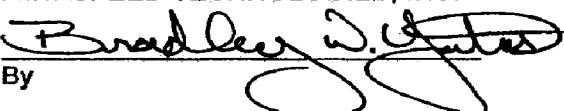
CONEXANT SYSTEMS, INC.


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