

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
Brooktree Broadband Holding, 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: 13

Property Type	Number	Word Mark
Registration Number:	2642092	ISOS
Registration Number:	2645090	PRISM
Registration Number:	2197112	PRISM
Registration Number:	2795346	PRISM
Registration Number:	2108394	PRISM
Registration Number:	2776451	PRISM DUETTE
Registration Number:	2732754	PRISM/HOME
Registration Number:	2732753	PRISM/WORK
Serial Number:	76342632	PRISM GT
Serial Number:	76443004	PRISM GTI
Serial Number:	76268211	PRISM INDIGO
Serial Number:	76517203	PRISM NITRO
Serial Number:	76368442	PRISM ON BOARD

CH \$340.00 2642092

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@chadbourne.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:	11/21/2006

Total Attachments: 7
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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 BROOKTREE BROADBAND HOLDING, INC., a Delaware corporation, located at 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808 (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").

WITNESSETH:

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

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Trademarks and Trademark Licenses (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 written below.

BROOKTREE BROADBAND HOLDING, INC.

By: Jasmina T. Boulanger
Name: JASMINA T. BOULANGER
Title: VICE PRESIDENT & SECRETARY
Date: NOVEMBER 22, 2006

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

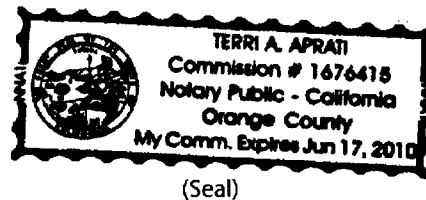
On November 21, 2006 before me, TERRI A APRATI,
(here insert name and title of the officer)

personally appeared Jasmina T. Boulanger

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 _____ 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)

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 written below.

BROOKTREE BROADBAND HOLDING, 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: November 13, 2006

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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 Vice President of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Julie Braun
Notary Public



(PLACE STAMP AND SEAL ABOVE)

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SCHEDULE A

U.S. Trademark Registrations and Applications

TrademarkName	AppNumber	RegNumber
ISOS	76/254,672	2,642,092
PRISM	76/049,825	2,645,090
PRISM	75/230,863	2,197,112
PRISM & Design	76/180,032	2,795,346
PRISM & Design	76/088,186	2,108,394
PRISM DUETTE	76/337,329	2,776,451
PRISM GT	76/342,632	
PRISM GTI	76/443,004	
PRISM INDIGO	76/268,211	
PRISM NITRO	76/517,203	
PRISM ON BOARD	76/368,442	
PRISM/HOME	76/160,296	2,732,754
PRISM/WORK	76/160,295	2,732,753

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