TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in US Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lantiq Deutschland GmbH		11/16/2010	LIMITED LIABILITY COMPANY: GERMANY

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2954735	CONVERGATE
Registration Number:	3200742	DUALFALC
Registration Number:	1842776	ELIC
Registration Number:	1623340	EPIC
Registration Number:	2318075	FALC
Registration Number:	3311558	FLEXISLIC
Registration Number:	2911978	GEMINAX
Registration Number:	1671599	IDEC
Registration Number:	2489156	INCA
Registration Number:	2945998	IPVD
Registration Number:	1566843	ISAC
Registration Number:	2334620	IWE
Registration Number:	2845233	IWORX
Registration Number:	1875133	OCTAT

OP $565.00 2954735

Registration Number:	2372352	QUADFALC
Registration Number:	1434571	SICOFI
Registration Number:	2478641	SOCRATES
Registration Number:	3455356	VINAX
Registration Number:	2755375	VINETIC
Registration Number:	3189194	WILDPASS
Serial Number:	78800095	LANTIQ
Serial Number:	77768704	LANTIQ

CORRESPONDENCE DATA

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2044
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	11/19/2010

Total Attachments: 6

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Lantiq Deutschland GmbH, a limited liability company organized under the laws of Germany, registered with the commercial register of the local court of Munich under registration number HRB 180524, with principal offices at Am Campeon 3, 85579 Neubiberg, Germany (the "Grantor"), hereby grants to Deutsche Bank AG New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York, 10005 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below), including any "intent-to-use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

THIS GRANT is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 16, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute,

acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted 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 as 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 all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE WHICH ARE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY IRREVOCABLY DESIGNATES, APPOINTS AND EMPOWERS CORPORATION SERVICE COMPANY, WITH OFFICES ON THE DATE HEREOF AT 1133 AVENUE OF THE AMERICAS, SUITE 1300, NEW YORK, NEW YORK 10036, AS ITS DESIGNEE, APPOINTEE AND AGENT TO RECEIVE, ACCEPT AND ACKNOWLEDGE FOR AND ON ITS BEHALF, AND IN RESPECT OF ITS PROPERTY, SERVICE OF ANY AND ALL LEGAL PROCESS, SUMMONS, NOTICES AND DOCUMENTS WHICH MAY BE SERVED IN ANY SUCH ACTION OR PROCEEDING. IF FOR ANY REASON SUCH DESIGNEE, APPOINTEE AND AGENT SHALL CEASE TO BE AVAILABLE TO ACT AS SUCH, EACH PARTY AGREES TO DESIGNATE A NEW DESIGNEE, APPOINTEE AND AGENT IN NEW YORK CITY ON THE TERMS AND FOR THE PURPOSES OF THIS PROVISION REASONABLY SATISFACTORY TO THE COLLATERAL AGENT UNDER THIS

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AGREEMENT. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 16th day of November, 2010.

LANTIQ DEUTSCHLAND GMBH, Grantor

By _____
Name: Christian Wolff
Title: Managing Director

By _____
Name: Klaus Gohlke
Title: Managing Director

Signature Page to Grant of Security Interest in U.S. Trademarks

NEWYORK 7192099 (2X)

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent and Grantee

By _____
Name: Paul O'Leary
Title: Director

By _____
Name: Evelyn Thierry
Title: Director

SCHEDULE A

Trademark	Filing Date	Serial No.	Reg. Date	U.S. Reg. No.
CONVERGATE	24-Jun-03	78/266,481	24-May-05	2,954,735
COSIC	21-Sep-07	79/046,097	14-Oct-08	3,516,701 (IR 943,186)
DUALFALC	26-Jul-05	78/678,809	23-Jan-07	3,200,742
ELIC	4-May-93	74/387,564	05-Jul-94	1,842,776
EPIC	8-Sep-88	73/750,681	20-Nov-90	1,623,340
FALC	17-Jun-98	75/503,866	15-Feb-00	2,318,075
FLEXISLIC	2-Mar-07	77/121,034	16-Oct-07	3,311,558
GEMINAX	14-Mar-02	76/385,469	21-Dec-04	2,911,978
IDEC	8-Sep-88	73/750,688	14-Jan-92	1,671,599
INCA	30-Dec-99	75/884,360	11-Sep-01	2,489,156
IPVD	19-Nov-03	78/330,220	03-May-05	2,945,998
ISAC	8-Sep-88	73/750,686	21-Nov-89	1,566,843
IWE	21-Jul-98	75/523,140	28-Mar-00	2,334,620
IWORX	28-Apr-00	76/037,044	25-May-04	2,845,233
LANTIQ	26-Jan-06	78/800,095		
LANTIQ	25-Jun-09	77/768,704		
Lantiq & Device	23-Mar-10	79/085,876		
OCTALFALC	6-Jul-04	79/005,159	28-Mar-06	3,073,716
OCTAT	3-Jan-94	74/476,004	24-Jan-95	1,875,133
QUADFALC	26-Feb-99	75/648,941	01-Aug-00	2,372,352
SICOFI	15-Aug-86	73/614,996	31-Mar-87	1,434,571
SOCRATES	1-Mar-00	75/932,682	14-Aug-01	2,478,641
VINAX	31-Oct-05	78/743,924	24-Jun-08	3,455,356
VINETIC	4-Apr-02	76/391,147	26-Aug-03	2,755,375
VIONTIC	27-Aug-07	79/044,392	18-Nov-08	3,534,274 (IR 938,968)
WILDPASS	6-Dec-05	78/767,806	26-Dec-06	3,189,194
XWAY	18-Nov-08	79/063,821	18-Nov-08	3,793,215 (IR 989,284)