

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mindspeed Technologies, Inc.		02/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Intel Corporation		
Street Address:	2200 Mission College Boulevard		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95052		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3955342	TRANSCUDE	
Serial Number:	85856881	TRANSCVE	
Serial Number:	85950323	TRANSRF	
CORRESPONDENCE DATA			
Fax Number:	4089961145		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	408-414-7330		
Email:	inteldocket@novakdruce.com		
Correspondent Name:	Katherine M. Basile		
Address Line 1:	Novak Druce Connolly Bove + Quigg LLP		
Address Line 2:	21771 Stevens Creek Blvd, Suite 100		
Address Line 4:	Cupertino, CALIFORNIA 95014		
ATTORNEY DOCKET NUMBER:	51359.28422		
NAME OF SUBMITTER:	Beth Craig		

OP \$90.00 3955342

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TRADEMARK
 REEL: 005226 FRAME: 0695

Signature:	/Beth Craig/
Date:	02/27/2014
Total Attachments: 4 source=Mindspeed Technologies acquisition (00055175)#page1.tif source=Mindspeed Technologies acquisition (00055175)#page2.tif source=Mindspeed Technologies acquisition (00055175)#page3.tif source=Mindspeed Technologies acquisition (00055175)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Assignment**"), dated as of February 20, 2014, is made by and between Mindspeed Technologies, Inc., a Delaware corporation ("**Assignor**") and Intel Corporation, a Delaware corporation ("**Assignee**").

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of December 15, 2013 (the "**Asset Purchase Agreement**"), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire the Purchased Assets (as defined in the Asset Purchase Agreement).

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee (as successor to a portion of the business of Assignor to which the Assigned Trademarks (as defined herein) pertain) desires to accept, all right, title and interest in, to and under the trademarks and/or service marks, and applications and/or registrations for such marks listed on Schedule A attached hereto (the "**Assigned Trademarks**"), together with the goodwill of the business symbolized by the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, for itself and its successors and assigns, all right, title, and interest in and to the following, to have and to hold the same for the full term or terms of the following: (a) the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks; (b) all registrations for the Assigned Trademarks, if any, and the right to apply for any of the foregoing; and (c) all rights to causes of action and remedies related thereto, including without limitation the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing.
2. Further Assurances. Assignor agrees, at the request of Assignee, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, record in the name of, protect and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Assigned Trademarks and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.
3. No Warranties. This Assignment provides no warranties hereunder of any kind, express or implied, with respect to the Assigned Trademarks, provided that the foregoing shall not be deemed or interpreted to modify or limit any representations or warranties with respect to the Assigned Trademarks provided in the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be duly signed on its behalf.

For Assignor by:

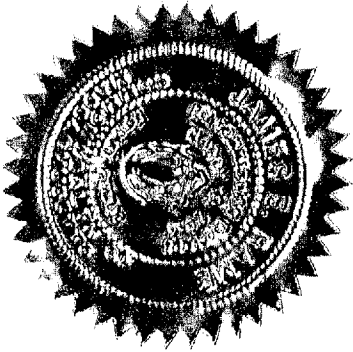
MINDSPEED TECHNOLOGIES, INC.

By: John Croteau
Name: John Croteau

Title: Chief Executive Officer

Date: 2/14/2014

Notary Seal:



[Signature Page to Mindspeed Trademark Assignment Agreement]

Acknowledged and agreed to by Assignee.

For Assignee by:

INTEL CORPORATION

By:  _____

Name: Marty Linne

Title: General Counsel, Intel Capital

Date: February 20, 2014



[Signature Page to Mindspeed Trademark Assignment Agreement]

SCHEDULE A

Assigned Trademarks

Mark	Jurisdiction	Registered Owner	Classes	App. No.	App. Date	Reg. No.	Reg. Date
TRANSCUDE	United States	Mindspeed Technologies, Inc.	9	77753638	05-JUN-2009	3955342	03-MAY-2001
TRANSCVE	United States	Mindspeed Technologies, Inc.	9	85856881	21-FEB-2013		
TRANSRF	United States	Mindspeed Technologies	9	85950323	04-JUN-2013		