

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conexant Systems, Inc.		12/08/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mindspeed Technologies, Inc.		
Street Address:	4000 Macarthur Boulevard, East Tower		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2854868	ZIPWIRE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-596-9617		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Lindita Bresa, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	SPNH-011		
NAME OF SUBMITTER:	Lindita Bresa		
SIGNATURE:	/Lindita Bresa/		
DATE SIGNED:	04/18/2014		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is made as of December 8, 2004, by CONEXANT SYSTEMS, INC. ("Lender").

WHEREAS, MINDSPEED TECHNOLOGIES, INC., a Delaware corporation ("Borrower"), Lender and the SUBSIDIARY GUARANTORS (as such term is defined in the Credit Agreement defined below and as listed on the signature page hereto) entered into that certain Credit Agreement dated June 27, 2003 (as amended by Amendment No. 1 to Credit Agreement dated December 2, 2004 (the "First Amendment"), and as may have been further amended or modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

WHEREAS, the Subsidiary Guarantors have executed the Guarantees to guarantee the obligations of Borrower under the Credit Agreement.

WHEREAS, Borrower, Subsidiary Guarantors and other Persons have entered into various Security Documents pursuant to which they have granted in favor of Lender security interests in the Collateral to secure the obligations under the Credit Agreement and the Guarantees.

WHEREAS, pursuant to the First Amendment, Borrower and Lender have agreed that upon the closing of a financing or one or more related financings for the Borrower resulting in aggregate gross proceeds of \$40 million or more, including in the computation of gross proceeds any underwriter or initial purchaser discounts and without deduction for any items listed in clauses (x) and (y) of the definition of "Permitted Refinancing" in Exhibit A to the Credit Agreement, ("Gross Proceeds"), that the Credit Agreement and the Commitment shall terminate upon the closing of the financing which, when aggregated with the gross proceeds of any related financing, results in aggregate Gross Proceeds of \$40 million or more (the "Qualified Financing").

WHEREAS, pursuant to the terms hereof, Lender has agreed to terminate the Security Documents and the Guarantees and terminate, cancel and release any and all security interest it has in the Collateral upon the closing of a Qualified Financing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender does hereby agree as follows:

1. Upon the closing of a Qualified Financing (i) the liens and security interests of Lender in any and all of the property (including the Collateral) of Borrower, the Subsidiary Guarantors or any other Person granting a security interest in connection with the Credit Agreement shall be automatically released and terminated, including without limitation, any liens and security interests evidenced by Uniform Commercial Code financing statements and fixture filings, real property mortgages and deeds of trust and intellectual property security recordations in the United States Patent and Trademark Office or the United States Copyright Office, and (ii) the Security Documents and the Guarantees shall be automatically terminated without further action by the parties.


1. Upon the closing of a Qualified Financing, and in furtherance of the agreements set forth in Section 1 above: (i) Lender authorizes Borrower, the Subsidiary Guarantors and their respective attorneys to file on behalf of Lender (a) termination statements of Uniform Commercial Code financing statements and fixture filings, (b) releases of real property mortgages and deeds of trust and (c) releases of intellectual property security recordations in the United States Patent and Trademark Office and the United States Copyright Office, in each case filed by Lender in respect of the Obligations, (ii) Lender agrees, upon the request of Borrower, it will execute and deliver additional terminations, releases and satisfactions of the liens of Lender on, and security interests in, any of Borrower's, any Subsidiary Guarantor's or any other Person's property as are necessary to evidence the satisfaction of such Person's obligations to Lender under the Credit Agreement and/or other Loan Documents and the termination of the interests of Lender in all Collateral held with respect thereto, and (iii) Lender shall deliver promptly to, or use its best efforts to arrange for the prompt delivery of, originally executed and notarized (if applicable) releases for each of the other liens granted to Lender and any and all pledged Collateral in the possession of Lender pertaining to the Obligations under the Credit Agreement (including any pledged stock certificates and intercompany notes).

[Signatures appear on next page]

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of the date set forth above.

LENDER:

CONEXANT SYSTEMS, INC.

By: 
Name: Dennis E. O'Reilly
Title: Senior Vice President &
Chief Legal Officer

SUBSIDIARY GUARANTORS:

Mindspeed Technologies Company, a Canada corporation
Mindspeed Technologies S.A.S., a France corporation
Mindspeed Technologies Asia Pacific Ltd., a Hong Kong corporation
Mindspeed Technologies Israel Ltd., an Israel corporation
Mindspeed Technologies K.K., a Japan corporation
Mindspeed Technologies B.V., a Netherlands corporation
Mindspeed Technologies Worldwide B.V., a Netherlands corporation