

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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|--|---|-------------------------|
| |) | Chapter 11 |
| In re: |) | |
| CONEXANT SYSTEMS, INC., <i>et al.</i> , ¹ |) | Case No. 13-10367 (MFW) |
| Reorganized Debtors. |) | |
| |) | |

**STIPULATION ALLOWING IN REDUCED
AMOUNT CLAIM NO. 176 OF SYNOPSIS, INC.**

This Stipulation (the “Stipulation”) is entered into by and between the Conexant Liquidating Trust (“Trust”) and Synopsys, Inc. (“Claimant” and together with the Trust, the “Parties”). This Stipulation is made with reference to the following facts.²

RECITALS

A. On February 28, 2013, each of the Debtors (collectively, the “Debtors”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (“Bankruptcy Court”), and their Chapter 11 Cases have been being jointly administered as *In re Conexant Systems, Inc., et al.*, Case No. 13-10367 (MFW).

B. On April 11, 2013, the Court entered the *Order (A) Establishing Bar Dates for Filing Proofs of Claim, Including Claims Under 11 U.S.C. § 503(b)(9); (B) Approving the Form and Manner for Filing Proofs of Claim; and (C) Approving Notice Thereof* (the “General Bar Date Order”) (Docket No. 162) establishing (i) May 17, 2013 (the “Bar Date”) as the last date for persons or entities other than governmental units to file proofs of claim, (ii) August 27, 2013 as the last date for governmental units to file proofs of claim, and (iii) the later of (a) the date set in an order authorizing the rejection of a contract or lease, (b) the Bar Date, and (c) 35 days from the later of the date a rejection order is entered or notice of rejection is provided, as the last date for holders of claims arising from contract or lease rejection to file proofs of claim.

C. On May 17, 2013, Claimant timely filed proofs of claim nos. 130 and 131 and on June 27, 2013 filed amended proof of claim no. 169 (collectively, “Claims Nos. 130, 131, and 169”).

¹ The Reorganized Debtor in this case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Conexant Systems, Inc. (9439). The Reorganized Debtor’s main corporate address is 4000 MacArthur Blvd., Newport Beach, California 92660. The chapter 11 cases of the Reorganized Debtor’s affiliated debtors have been closed.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

D. The *Second Modified Joint Plan of Reorganization of Conexant Systems, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* (the “Plan”) (Docket No. 206) was confirmed by the Bankruptcy Court by order entered June 6, 2013 (the “Confirmation Order”) (Docket No. 287).

E. The Plan provides for the establishment of the Trust effective on the Effective Date of the Plan.

F. The Confirmation Order provides for the appointment of Solution Trust (“Trustee”) as Liquidating Trustee of the Trust.

G. By stipulation dated as of July 11, 2013, Claimant and the Debtors settled all of their disputes concerning Claims Nos. 130, 131, and 169, and, among other things, Claimant was granted up to 30 days from the Effective Date to file proofs of claim for rejection damages.

H. The Plan became effective July 12, 2013 (the “Effective Date”) (Docket No. 322).

I. On July 12, 2013, the Debtors and the Trustee entered into the Liquidating Trust Agreement and Declaration of Trust (“Trust Agreement”).

J. On August 9, 2013, Claimant timely filed proof of claim no. 176 for a general unsecured claim in the amount of \$280,033 against Conexant Systems, Inc. (“Claim No. 176”). After that, Claimant filed no more proofs of claim against the Debtors.

K. On October 4, 2013, pursuant to Article VII.D of the Plan, the Trustee filed *Notice of Expungement of Amended and Superseded Claims and Corresponding Adjustment of Claims Register* (Docket No. 376), reflecting that Claims Nos. 130, 131, and 169 had been expunged, and served a copy of that notice on, among others, Claimant.

L. Pursuant to the Plan and Trust Agreement, the Trust is responsible for, among other things, administering all General Unsecured Claims filed against the Debtors, including investigating, objecting to, settling, and allowing all Disputed Claims, and paying Distributions to the holders of Allowed Claims in accordance with and subject to the terms and conditions of the Plan and Trust Agreement. Under the Plan, the Trust is authorized, without limitation, to settle any disputed general unsecured claim without notice to or order or approval of the Bankruptcy Court

M. The Trustee disputes the validity and amount of Claim No. 176.

N. Pursuant to the Plan and Trust Agreement, the Trust is authorized to settle the Parties’ dispute over Claim No. 176 on the terms and conditions set forth herein.

O. Claimant and the Trust have mutually agreed to settle, compromise, and resolve Claim No. 176 on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the Parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The above recitals are incorporated into and made a substantive part of this Stipulation.
2. Effective Date of Agreement. This Stipulation shall become effective when the last Party executes the Stipulation.
3. Allowance of Claim No. 176 in Reduced Amount. Claim No. 176 shall be reduced and finally Allowed as a General Unsecured Claim in the amount of \$190,000 and shall be administered and paid in accordance with the terms and conditions of the Plan and the Trust Agreement. Allowance of Claim No. 176 is in full satisfaction of all claims Claimant now has or has ever had against any one or more of the Debtors and other Trust Releasees (defined below). To the extent Claim No. 176 is not Allowed in this Stipulation, it is disallowed.
4. General Release of Debtors, Trust, and Trustee. Except for the rights and obligations established by this Stipulation, Claimant covenants not to sue and forever releases, waives, and discharges from liability each of the Debtors, Trust, and Trustee ("Trust Releasees"), together with their respective successors, assigns, agents, attorneys, employers, affiliated parties, officers, directors, managers, partners, members, related entities, insurers and all other persons or entities who may be vicariously liable through them, of and from any and all Claims (including all filed and scheduled Claims), demands, rights, defenses, causes of action, liabilities, obligations, and duties of any kind or nature whatsoever, known or unknown, which were or could have been asserted through the date of this Stipulation, provided, however, that nothing in this Agreement shall affect Claimant's right to pursue and receive any amounts or distributions to which Claimant may be entitled under the Plan and Trust Agreement on account of Allowed Claim No. 176; further provided that nothing in this Agreement shall affect Claimant's rights as to contracts entered after the Petition Date.
5. General Release of Claimant. Except for the rights and obligations established by this Stipulation, each of the Trustee and the Trust covenant not to sue and forever release, waive, and discharge from liability Claimant, together with its respective successors, assigns, agents, attorneys, employers, affiliated parties, officers, directors, managers, partners, members, related entities, insurers and all other persons or entities who may be vicariously liable through them, of and from any and all Claims (including all filed and scheduled Claims), demands, rights, defenses, causes of action, liabilities, obligations, and duties of any kind or nature whatsoever, known or unknown, which were or could have been asserted through the date of this Stipulation.
6. The Parties each acknowledge that Section 1542 of the Civil Code of California provides that:

A general release does not extend to claims to which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The provisions of Section 1542 of the Civil Code of California are hereby waived by the Parties with respect to Claim No. 176 and all other Claims.

7. Each of the Parties hereto represents that it has not sold, pledged or otherwise assigned or transferred, in whole or in part, its interest in any of the Claims implicated in this Stipulation.

8. Each Party and signatory to this Stipulation represents and warrants to each other Party that such Party or signatory has full power, authority and legal right and has obtained all approvals and consents necessary to execute, deliver and perform all actions required under this Stipulation.

9. This Stipulation constitutes the entire agreement between the Parties and may not be amended or modified in any manner except by a writing signed by each of the Parties or their counsel. There are no other covenants, promises, agreements, conditions or understandings, either oral or written, expressed or implied, between the Parties, except for this Stipulation with respect to its subject matter.

10. The Parties expressly acknowledge and agree that the terms of this Stipulation have been completely read, are fully understood, and are voluntarily accepted.

11. This Stipulation shall be immediately effective and enforceable upon execution by all Parties, and shall be binding and shall inure to the benefit of the Parties and, to the extent applicable, their respective heirs, legal representatives, successors, and assigns.

12. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original, including any facsimile or "PDF" counterparts, and which together shall constitute one and the same agreement.


13. The Bankruptcy Court shall retain jurisdiction to hear and determine all matters arising from or relating to this Stipulation. The Parties consent to the exclusive jurisdiction and venue of the Bankruptcy Court to finally determine all disputes or controversies between the Parties arising from or related to this Stipulation.

CONSENTED AND AGREED TO BY:

SYNOPSYS, INC.

CONEXANT LIQUIDATING TRUST

By:  _____

By:  _____
Solution Trust, not individually, but
solely as Liquidating Trustee of the
Conexant Liquidating Trust

By: David Pursley

By: Peter Kravitz _____ [print name]

Its: Associate General Counsel

Its: Managing Principal _____ [print title]

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Dated: November 6, 2014

Dated: November 10, 2014