

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: Conexant Systems, Inc.		Case Number: 13-10367MFW	2013 MAR 26 AM 8:51 CLERK US BANKRUPTCY COURT DISTRICT OF DELAWARE COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Mentor Graphics Corporation			
Name and address where notices should be sent: Mentor Graphics Corporation Attn: Helen Lushenko 8005 S.W. Boeckman Road, Wilsonville, OR 97070		Telephone number: (503) 685-1375 email: helen.lushenko@mentor.com	RECEIVED MAR 28 2013 BMC GROUP
Name and address where payment should be sent (if different from above): same as above			
Telephone number: _____ email: _____			
1. Amount of Claim as of Date Case Filed: \$ _____ ✗ \$1,600,000 will become due post-petition, see attached schedule A.			
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>See attached Schedule A</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 1 2 9 3	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).		<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	
		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
		Amount entitled to priority: \$ _____	
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Helen Lushenko
 Title: Credit & Collections Manager
 Company: Mentor Graphics Corp.
 Address and telephone number (if different from notice address above):
8005 S.W. Boeckman Rd.
Wilsonville, OR 97070
 Telephone number: 503-685-1375 email: helen.lushenko@mentor.com

[Signature] 3/15/13
 (Signature) (Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
 Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
 Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
 State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
 State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
 State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
 Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
 If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
 Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
 If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
 An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
 Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
 The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Schedule A

The following are the payments that are/will be due from Debtor post-petition:

Payment Due Date	Net Payment Amount (excluding VAT, sales tax, etc.)
April 5, 2013	\$500,000
July 5, 2013	\$492,230
October 5, 2013	\$67,530
January 5, 2014	\$67,530
April 5, 2014	\$67,530
July 5, 2014	\$67,530
October 5, 2014	\$67,530
January 5, 2015	\$67,530
April 5, 2015	\$67,530
July 5, 2015	\$67,530
October 5, 2015	\$67,530
Total:	\$1,600,000

On January 16, 2013, Mentor Graphics and Conexant Systems, Inc. (the "Debtor(s)") entered into a contract, 2013 Business Model Addendum to Customer Agreement No. MA4363 (the "Contract"), under which Mentor Graphics 1) grants Debtor(s) a nonexclusive, nontransferable term license to use Mentor Graphics software, and 2) provides updates, enhancements and technical support for the software, and the Debtor(s) 1) are required to make payments under the contract, 2) use the software in the manner and the locations permitted, and 3) protect the software by keeping it confidential, not disclosing it to third parties, not reverse engineering the software, etc. As there is material, ongoing performance due by both parties, Mentor Graphics believes the Contract is an executory contract. The Contract is confidential. A redacted version is attached for your convenience.

2013 BUSINESS MODEL ADDENDUM
to
CUSTOMER AGREEMENT NO. MA4363

This Addendum to the above-referenced Agreement ("Agreement") is between the Mentor Graphics entity identified in the signature block below ("Mentor Graphics") and Conexant Systems, Inc. ("Conexant").

The parties agree as follows:

1. **Introduction.** This Addendum sets forth the terms under which Conexant will purchase from Mentor Graphics, and Mentor Graphics will provide, certain software licenses and services as described below. Unless otherwise noted, the capitalized terms used in this Addendum shall have the same meanings as set forth in the Agreement. Any conflict between the terms of this Addendum and those of the Agreement shall be resolved in favor of this Addendum. Except as otherwise specifically provided in this Addendum to the contrary, the Agreement (including all Attachments thereto) shall remain unchanged.

"Term-Licensed Software" means Software licensed to Conexant for a limited term. As used in this Addendum, "FRP" stands for Factory Reference Pricing and refers to the total undiscounted list price of "perpetual" licenses to the applicable software products, as set forth in the Mentor Graphics' U.S. price list in effect as of the Effective Date unless otherwise noted. All prices are in U.S. dollars unless otherwise noted.

2. **Term.** This Addendum is effective and the term of the Term-Licensed Software shall begin upon shipment, which shall occur on or before January 14, 2013 ("Effective Date") and end on December 30, 2015 ("Expiration Date").

3. **Effect of Addendum.** This Addendum, once executed by the parties, constitutes a valid purchase order for the items described below, and no other confirming document is necessary.

4. **Fees and Payment.**

(a) Conexant commits to pay Mentor Graphics a total of \$2,000,000 in installments as set forth in the table below. Such commitment is non-cancelable, and no termination of the Agreement or any attachment or supplement shall relieve Conexant of its obligation to make payments hereunder, except

(i) as provided in Subsection 4(c) below, or

(ii) under any applicable limited warranty, or

(iii) termination by Conexant for Mentor Graphics' uncured material breach per Section 15.2 of the Agreement, in which case all licenses granted hereunder shall terminate concurrently and Conexant shall be relieved of any payments remaining hereunder as of the effective date of termination. For the avoidance of doubt, Conexant shall be entitled to pursue its other rights and remedies for such breach in accordance with the Agreement.

Payment Due Date	Net Payment Amount (excluding VAT, sales tax, etc.)
February 11, 2013	\$400,000
April 5, 2013	\$500,000
July 5, 2013	\$492,230
October 5, 2013	\$67,530
January 5, 2014	\$67,530
April 5, 2014	\$67,530
July 5, 2014	\$67,530
October 5, 2014	\$67,530
January 5, 2015	\$67,530
April 5, 2015	\$67,530
July 5, 2015	\$67,530
October 5, 2015	\$67,530
Total:	\$2,000,000

Conexant's purchase of licenses and services under this Addendum is generally subject to indirect tax (e.g. VAT, GST, sales tax, consumption tax and service tax) and is deemed taxable unless Mentor Graphics is timely provided with a valid certificate of exemption or other evidence that items are not taxable. The Net Payment Amount will therefore be increased by such an indirect tax if applicable. Conexant will make all payments free and clear of, and without reduction for, any withholding or other taxes; any such taxes imposed on payments by Conexant hereunder will be Conexant's sole responsibility.

Notwithstanding the above, any purchase of licenses and services by Conexant under this Addendum is deemed non-taxable if such licenses and services are delivered electronically by Mentor Graphics to a location acceptable to Conexant that permits non-taxable electronic delivery of licenses and services.

(b) Payments shall be made via wire transfer by the Payment Due Dates indicated and without the need for further documentation, though for Conexant's internal accounting convenience Mentor Graphics may invoice Conexant for each payment in advance of the applicable Payment Due Date. Any such invoices shall be sent to the following unless otherwise agreed by the parties:

Conexant Systems, Inc.
4000 MacArthur Blvd.
Newport Beach, CA 92660
Attn: Accounts Payable

Transfer instructions are as follows:

Bank of America
SWIFT Address: BOFAUS3N
CHIPS Address: 0959
Wire Payment Routing/Transit (ABA) No.: 026 009 593
Wire Payment Bank Routing Address: 100 West 33rd Street, New York, NY 10001

Account Name: Mentor Graphics
Account Number: 12334 27379

(c) The fees in the payment schedule above include Software Support (defined in Section 11 below) for Term-Licensed Software for the entire term of this Addendum. However, Software Support for subsequent one year periods beginning December 31, 2013, is optional and are included in the fees for Term-Licensed Software at \$270,120 per year. If Conexant declines support services, Conexant's subsequent Net Payment Amounts noted above will be reduced to zero. To ensure that support services are not interrupted, support services will automatically renew for any subsequent period unless Conexant provides written notice to Mentor Graphics no later than 60 days prior to the beginning of such subsequent one year period(s) that Conexant wishes to decline such services. All Term-Licensed Software must remain under support or be declined; no partial declines are allowed and once declined, Term-Licensed Software support may not be reinstated.

5. **Delivery.** During the term of this Addendum, all shipments of products in Exhibit 1 shall be made electronically to the following unless otherwise agreed by the parties:

Conexant Systems, Inc.
4000 MacArthur Blvd.
Newport Beach, CA 92660
Attn: Lakshmi Narayana Reddy
e-mail: lakshmi.reddy@conexant.com Phone: 91.40.5572.3098
Alternate: Jerry Carrillo
e-mail: jerry.carrillo@conexant.com Phone: 949.483.3063
Alternate: EDA Team
e-mail: eda_tools@conexant.com Phone: 949.483.4600

All products are delivered FCA factory (Incoterms 2010), freight prepaid and invoiced to Conexant, except Software delivered electronically, which shall be deemed delivered when made available to Conexant for download. Mentor Graphics' delivery of Software by electronic means is subject to Conexant's provision of e-mail addresses for both a primary and an alternate contact.

18. **Relationship Managers.** The parties' liaisons for purposes of facilitating technical and operation matters under this Addendum, including coordinating re-mixes if contacts for that purpose are not identified, shall be as follows:

For Mentor Graphics:	Rich Halper	located in El Segundo, CA
Phone:	310.563.5903	e-mail: rich_halper@mentor.com
Alternate:	Polly Partolan	located in San Diego, CA
Phone:	858.523.2608	e-mail: polly_partolan@mentor.com

For Conexant:	Lakshmi Narayana Reddy	located in India
Phone:	91.40.5572.3098	e-mail: lakshmi.reddy@conexant.com
Alternate:	Jerry Carrillo	located in Newport Beach, CA
Phone:	949.483.3063	e-mail: jerry.carrillo@conexant.com

The parties' liaisons will confer no less often than quarterly to ensure that commitments under this Addendum are met and to resolve any issues. Either party may change its liaisons with prior written notice to the other party.

19. **Notice.** Any notices related to this Addendum shall be sent to the person who signs this Addendum, at the address specified in the signature block below, with a copy to:

If to Conexant:

Conexant Systems, Inc.
Attn: Business Law Department
4000 MacArthur Blvd.
Newport Beach, California 92660
Fax: (949) 483-4176

If to Mentor Graphics:

Mentor Graphics Corporation
Attn: Legal Department
8005 SW Boeckman Road
Wilsonville, OR 97070-7777 - USA
Fax: (503) 685-1485

20. **Exhibit(s).** The following exhibit(s) are attached to and made part of this Addendum:

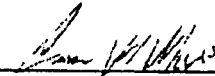
Exhibit 1 Product Selection Pool and Initial Configuration

This Addendum is effective as of the Effective Date specified above when signed below by authorized representatives of each party.

CONEXANT SYSTEMS, INC.

Address: 4000 MacArthur Blvd.

Address: Newport Beach, California 92660

Signature: 

Typed Name: Carl M. Mills

Title: Chief Financial Officer

Date: Jan. 15, 2013

MENTOR GRAPHICS CORPORATION

Address: 8005 S.W. Boeckman Road

Address: Wilsonville, Oregon 97070

Signature: 

Typed Name: DEAN FREED

Title: Vice President,
Secretary & General Counsel

Date: January 16, 2013



8005 SW Boeckman Road
Wilsonville, OR 97070

March 15, 2013

United States Bankruptcy Court
District of Delaware
824 Market St. N.
3rd Floor
Wilmington, DE 19801

Re: Proof of Claim
Debtor: Conexant Systems, Inc.
Case Number: 13-10367MFW

Ladies and Gentlemen:

Attached is a proof of claim on behalf of Mentor Graphics Corporation ("Mentor Graphics"). On January 16, 2013, Mentor Graphics and Conexant Systems, Inc. (the "Debtor(s)") entered into a contract 2013 Business Model Addendum to Customer Agreement No. MA4363 (the "Contract") under which Mentor Graphics 1) grants Debtor(s) a nonexclusive, nontransferable term license to use Mentor Graphics software, and 2) provides updates, enhancements and technical support for the software, and the Debtor(s) 1) are required to make payments under the contract, 2) use the software in the manner and the locations permitted, and 3) protect the software by keeping it confidential, not disclosing it to third parties, not reverse engineering the software, etc. As there is material, ongoing performance due by both parties, Mentor Graphics believes the Contract is an executory contract. Mentor Graphics files this proof of claim to preserve all rights it has under the Contract, and nothing herein is an admission that claimed amounts due are not administrative expense claims subject to priority or that such claimed amounts are not defaults due to cure the Contract. Nothing herein shall be deemed consent to assumption and/or assignment.

Very truly yours,
MENTOR GRAPHICS CORPORATION

Helen Lushenko
Credit and Collections Manager

FILED

2013 MAR 26 AM 8:51

CLERK
US BANKRUPTCY COURT
DISTRICT OF DELAWARE

BMC

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SVGS: STANDARD OVERN

TRK#: 4783 1439 9740

ORIGIN ID: LGBA (302) 252-3673
LISA M. CICONTE
USBC DISTRICT OF DELAWARE
824 NORTH MARKET STREET 3RD FLOOR

SHIP DATE: 10JAN13
ACTWGT: 1.0 LB MAN
CAD: 807436/CAFE2606

WILMINGTON, DE 19801
UNITED STATES US

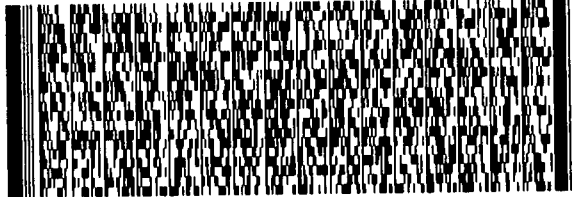
BILL SENDER

TO: ~~COACH AMERICA HOLDINGS~~ *Conexant*
BMC GROUP
18675 LAKE DRIVE EAST

CHANHASSEN MN 55317

(310) 321-6666

REF: ~~COACH AM CLAIMS~~ *Conexant*



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Express



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TRK# 4783 1439 9740
0221

RETURNS MON-FRI

THU - 28 MAR 3:00P
STANDARD OVERNIGHT

FedEx

TRK# 4783 1439 9740
0221

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MN-US
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Emp# 322151 27MAR13 ILGA 519C1/64BE/93AB

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MAR 28 2013

BMC GROUP

Align bottom of peel and stick airbill or pouch here.