

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE


PROOF OF CLAIM

Indicate Debtor against which you assert a claim by checking the appropriate box. (Check only one Debtor per claim form.)

- Conexant Systems, Inc. (Case No. 13-10367)  Brooktree Broadband Holdings, Inc. (Case No. 13-10369)  
 Conexant CF, LLC (Case No. 13-10368)  Conexant, Inc. (Case No. 13-10370)  
 Conexant Systems Worldwide, Inc. (Case No. 13-10371)

NOTE: Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (the person or other entity to whom the debtor owes money or property):  
**ARM INC. a wholly owned subsidiary of ARM Limited**

Name and address where notices should be sent:  
 31951543010584  
 ARM INC.  
 150 ROSE ORCHARD WAY  
 SAN JOSE, CA 95134-1358

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number **(408) 570-1500** email: **ging.mack @ ARM.COM**

Name and address where payment should be sent (if different from above):

**ARM Limited**  
**110 Fulbourn Rd.**  
**Cambridge CB1 9NS UK**

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number (if known):

Filed on: **RECEIVED**

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ **68,920.00 USD**

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

**APR 25 2013**

**BMC GROUP**

2. BASIS FOR CLAIM: **License to use intellectual property**  
 (See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:  
**3206**

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 your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:

Describe:

Real Estate  Motor Vehicle  Other \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_

Annual Interest Rate: \_\_\_\_\_ %  Fixed or  Variable  
 (when case was filed)

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ \_\_\_\_\_

Basis for Perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_

Amount Unsecured: \$ \_\_\_\_\_

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.

Amount entitled to priority: \$ \_\_\_\_\_

Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ \_\_\_\_\_

You MUST specify the priority of the claim:

- Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  
 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).  
 Wages, salaries, or commissions (up to \$11,725\*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ ).  
 Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

\* 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 instr

Conexant Systems



00032

**7. DOCUMENTS:** Attached are redacted copies of documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and 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 definition of "redacted").

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

If the documents are not available, please explain:

**DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is actually received on or before 4:00 pm, prevailing Eastern Time on May 17, 2013 for Non-Governmental Claimants OR on or before August 27, 2013 for Governmental Units.

**BY MAIL TO:**  
BMC Group, Inc.  
Attn: Conexant Systems, Inc. Claims Processing  
PO Box 3020  
Chanhassen, MN 55317-3020

**BY MESSENGER OR OVERNIGHT DELIVERY TO:**  
BMC Group, Inc.  
Attn: Conexant Systems, Inc. Claims Processing  
18675 Lake Drive East  
Chanhassen, MN 55317

**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.     I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  
(See Bankruptcy Rule 3004.)

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: Ehab Youssef  
Title: Senior Corp. Counsel  
Company: AEM Inc.

Address and telephone number (if different from notice address above):  
\_\_\_\_\_  
\_\_\_\_\_

Ehab Youssef    April 24, 2013  
(Signature)    (Date)

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

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.

# Invoice

# ARM™

**Bill-To-Party**

Conexant Systems Inc  
Attn: Receiving Department  
4000 MacArthur Blvd  
NEWPORT BEACH CA 92660-3095  
USA

Customer Phone:

**Bank Address & Details**

Natwest Bank  
CAMBRIDGE  
Cambridgeshire CB23DA  
UNITED KINGDOM  
Sort Code: 521046  
SWIFT Code: NWBKGB2L  
Account No.: 08086796  
IBAN No. GB11NWBK60730108086796

**Information**

Document Date 18 JAN 13  
Invoice Number 1090128483  
Purchase Order No. NB98990098

Your Sales Tax No.  
Customer No. 203206

Payment Terms 30 days from invoice date

Billing Date 18 JAN 13  
Currency USD

Item	Material/Description	Quantity	Total Cost
10	FAM9-ROY ARM9 Family Royalty	456,370	36,510.00
20	AT210-ROY ARM946E-S - Royalty	178,106	13,357.00
30	AT490-ROY Cortex-A8 Synthesizable - Royalty	3,930	1,179.00
40	AT230-ROY ARM926EJ-S - Royalty	223,420	17,874.00

Net Amount		68,920.00
Total VAT @	0.00 %	0.00
<b>Total Amount</b>		<b>68,920.00</b>

VAT Registration No: GB 636 9028 22

Page 1 of 2

ARM Ltd 110 Fulbourn Road Cambridge CB1 9NJ UK  
Tel: +44 1223 400400 Fax: +44 1223 400410 Web: www.arm.com  
Registered in England 2557590

# ARM's Terms and Conditions of Business

## 1. Definitions:

- 1.1 "ARM" means the ARM entity which appears overleaf.  
1.2 "Buyer" means the company which agrees to buy any technology, software, goods or services from ARM.  
1.3 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by ARM.

2.1 These Conditions shall NOT apply where the Buyer has entered into a separate written agreement with ARM. Where they apply, they shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document, or to imply by trade custom or course of dealing, unless specifically agreed in writing by a duly authorised representative of ARM.

2.2 Any ARM entity may render performance and/or accept payment on behalf of the ARM entity named overleaf.

3.1 The price payable for the technology, software, goods or services shall be the price set out in the quotation, order confirmation or invoice to which these terms are attached or other applicable agreement in effect at the time of despatch.

3.2 Unless otherwise specified, all prices are quoted exclusive of VAT and any other tax or duty.

3.3 Payment of each invoice shall be due and made in full without any deduction or set-off within thirty (30) days of the date of invoice. No counterclaim by the Buyer may be set-off against any payment due under any contract without the written consent of ARM.

3.4 Interest shall be payable on overdue accounts at the rate of 5% over National Westminster PLC base rate from time to time, running from the due date for payment thereof until receipt by ARM of the full amount, whether or not after judgment.

4.1 Delivery dates specified in any quotation, order acceptance form or elsewhere are approximate only and not of any contractual effect. Unless otherwise agreed in writing ARM shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates. ARM shall not be obliged to make any deliveries if the aggregate amount of all invoices issued (whether or not due for payment) exceeds such credit limit as may have been established by ARM for the Buyer, or if any amount owing to ARM by the Buyer has not been paid on the due date.

4.2 Delivery is deemed to have taken place when the goods pass to the carrier at ARM's premises, or as otherwise agreed in writing between the parties.

4.3 Risk of loss or damage to the goods shall pass to the Buyer on delivery as set out in Clause 4.2.

5.1 Except as set out in 5.2, title shall pass to the Buyer on delivery as set out in Clause 4.2.

5.2 TITLE TO SOFTWARE WILL NOT PASS TO THE BUYER UNDER ANY CIRCUMSTANCES AND THE BUYER IS HEREBY PUT ON NOTICE THAT THE SUPPLY OF SOFTWARE, WHETHER ARM'S OWN OR THIRD PARTY SOFTWARE IS SUBJECT TO THE BUYER'S ACCEPTANCE OF ARM'S AND/OR ARM'S LICENSOR'S SOFTWARE LICENCE TERMS, WHICH TERMS WILL BE SUPPLIED SEPARATELY.

5.3 ARM shall retain all its rights, title and interest in any patents, design rights, rights in confidential information, trademarks, semi-conductor topography rights, copyright and rights in databases, whether registered or unregistered and all rights having similar or equivalent effect that subsist anywhere in the world.

6 ARM shall have no liability to the Buyer if ARM's technology, software or goods infringe or are alleged to infringe the rights of any third party.

7.1 ARM GRANTS NO WARRANTIES RELATING TO THE TECHNOLOGY, SOFTWARE OR GOODS AND ALL CONDITIONS, WARRANTIES OR OTHER STATEMENTS WHATSOEVER, EXPRESS OR IMPLIED, BY STATUTE AT COMMON LAW OR OTHERWISE HOWSOEVER, RELATING TO INTELLECTUAL PROPERTY INFRINGEMENT AND DEFECTS, ARE HEREBY EXCLUDED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 The Buyer acknowledges that the technology, software and goods are not intended for consumer use. The Buyer shall read and comply with all labels, warnings and other instructions supplied with the technology, software or goods and any industry standard safety procedures and shall ensure that all users do likewise.

8.1 TO THE MAXIMUM EXTENT permitted by law and subject to the foregoing, all conditions, warranties and representations, express or implied, are hereby excluded and ARM shall be under no liability to the Buyer for any loss, damage or injury, direct or indirect, resulting from defective workmanship or otherwise howsoever arising and whether or

not caused by the negligence of its employees. ARM DOES NOT SEEK TO LIMIT OR EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ARM'S NEGLIGENCE ANYWHERE IN THESE CONDITIONS.

8.2 To the maximum extent permitted by law in no event shall ARM be liable for any incidental, indirect, consequential, or special losses, costs, charges, claims, demands, fees, or expenses of any nature in connection with the technology, software, goods or services which are supplied under these Conditions.

8.3 ARM shall not be liable to the Buyer:

- (i) for damage to any technology, software or goods caused by any act, neglect or default of the Buyer or of any third party;
- (ii) for other defects in the technology, software or goods; or
- (iii) for any defects in third party goods.

8.4 Without prejudice to any of its rights under these Conditions, ARM may at its option make good any shortage or non-delivery and/or as appropriate provide replacements for damaged or defective goods.

9. If any of the following events should occur:

- (i) the Buyer commits an act of bankruptcy or compounds or enters into a deed of arrangement with his creditors or if a receiving order is made against him or if (being a company) an order is made or a resolution is passed for the winding-up of the Buyer (otherwise than for the purpose of amalgamation or reconstruction); or
  - (ii) a receiver or administrator is appointed of any of the Buyer's assets or undertaking or if circumstance arise which entitle a court or a creditor to appoint a receiver, manager or administrator or which entitle a court to make a winding-up order; or
  - (iii) the Buyer takes or suffers any similar or analogous action in consequences of debt; or
  - (iv) the Buyer commits any breach of this or any other agreement between ARM and the Buyer;
- then ARM may without prejudice to any of its other rights:
- (a) stop any goods in transit; and/or;
  - (b) suspend further deliveries; and/or;
  - (c) by notice in writing to the Buyer terminate the contract or any other contract between ARM and the Buyer.

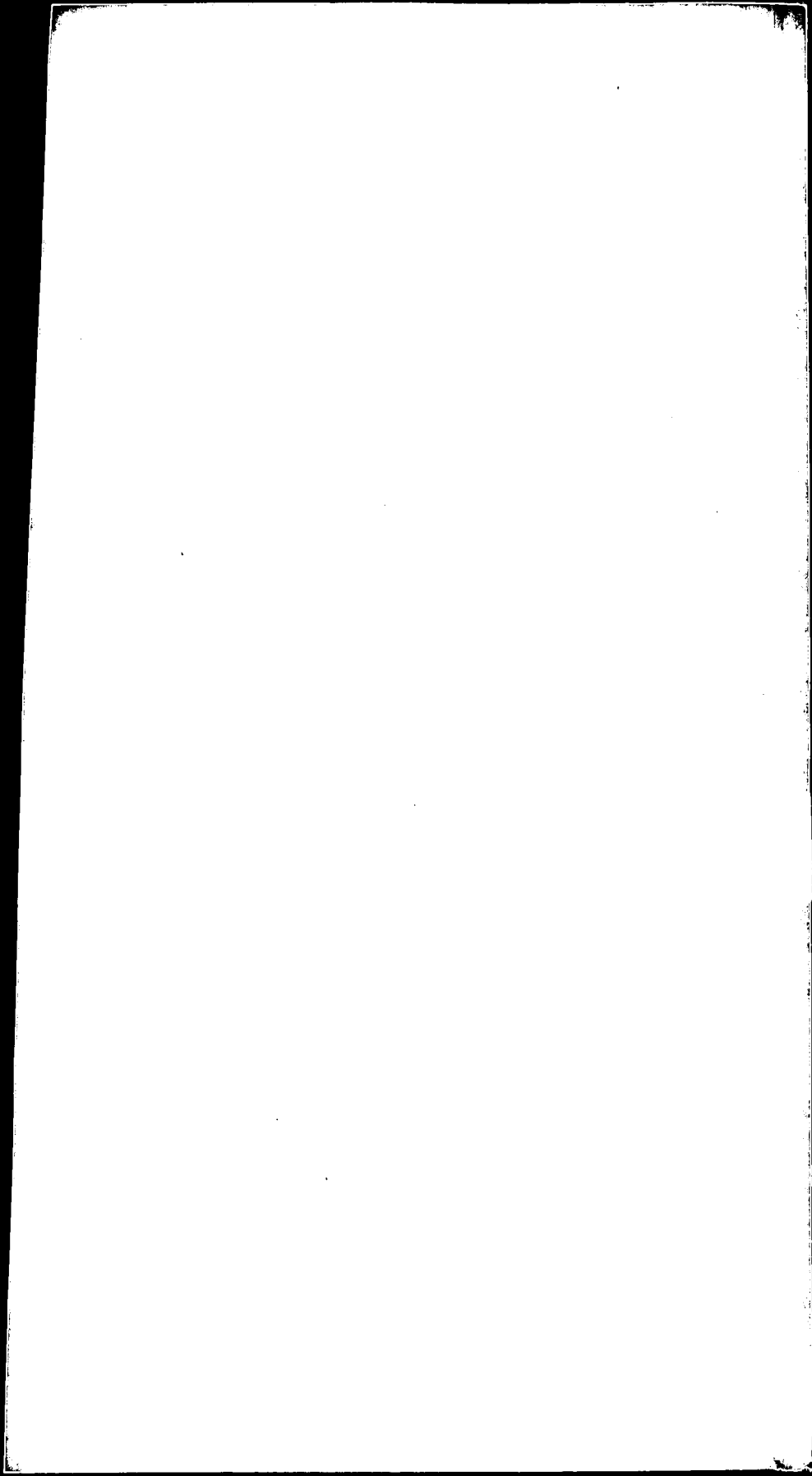
10. Neither party shall be liable for any failure or delay in its performance under these Conditions due to causes, including, but not limited to, acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars (whether declared or not), terrorism, sabotage, third party industrial disputes and governments' actions, which are beyond its reasonable control, provided that the delayed party: (i) gives the other party written notice of the cause promptly, and in any event within fourteen (14) days of its discovery; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Clause 10 shall be extended for a period equal to the duration of the cause.

11 All contracts incorporating these terms and conditions shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

12 Technology, software and goods delivered by ARM may be subject to US export controls or the trade laws of other countries. The Buyer will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery. The Buyer will not export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export laws. The Buyer will not use or provide technology, software or goods for nuclear, missile, or chemical biological weaponry end uses.

# ARM<sup>®</sup>

ARM Inc.  
150 Rose Orchard Way  
San Jose • CA 95134-1358 • USA



From: (408) 576-1500  
 Kay Budda  
 ARM Inc.  
 150 Rose Orchard Way  
 San Jose, CA 95134

Origin ID: RHVA

**FedEx**  
 Express



J13111302120326

Ship Date: 24APR13  
 ActWgt: 1.0 LB  
 CAD: 100018179/NET3370

Delivery Address Bar Code



SHIP TO: (408) 576-1500

BILL SENDER

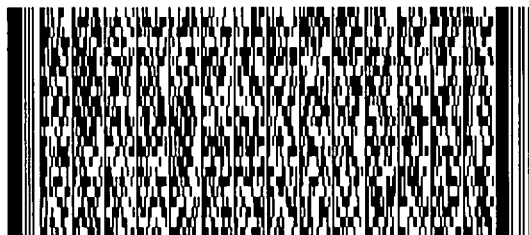
**Attn: Conexant Systems, Inc. Claims**  
**BMC Group, Inc.**  
 18675 Lake Drive East

Ref # SVADLG-Gina Mack  
 Invoice #  
 PO #  
 Dept #

CHANHASSEN, MN 55317

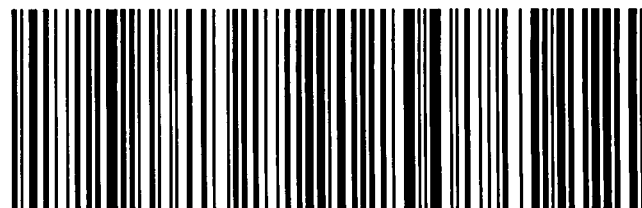
THU - 25 APR 3:00P  
 STANDARD OVERNIGHT

TRK# 7996 0765 4745  
 0201



**XH FBLA**

**55317**  
 MN-US  
 MSP



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**APR 25 2013**  
**BMC GROUP**

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.