

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: Brooktree Broadband Holding, Inc.	Case Number: 13-10369	<p style="text-align: center;">COURT USE ONLY</p> <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): The Bank of New York Mellon Trust Company, N.A.		
Name and address where notices should be sent: The Bank of New York Mellon c/o Eric A. Schaffer, Esq. REED SMITH LLP 225 Fifth Avenue Pittsburgh, PA 15222 Telephone number: (412) 288-3131 Email: eschaffer@reedsmith.com		<div style="border: 1px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="border: 1px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">MAY 14 2013</div> <div style="border: 1px solid black; padding: 5px; font-weight: bold; font-size: 1.2em;">BMC GROUP</div>
The Bank of New York Mellon Dennis J. Roemlein 601 Travis, 16th Floor Houston, TX 77002 Telephone number: (713) 483-6531 E-mail: dennis.roemlein@bnymellon.com		
Name and address where payment should be sent (if different from above): The Bank of New York Mellon Dennis J. Roemlein 601 Travis, 16th Floor Houston, TX 77002 Telephone number: (713) 483-6531 E-mail: dennis.roemlein@bnymellon.com		
1. Amount of Claim as of Date Case Filed: <u>\$194,531,500.78</u> plus fees and expenses payable under the Indenture – see addendum 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 checked="" 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. 11.25% Senior Secured Notes due 2015 issued under		
2. Basis for Claim: Indenture dated March 10, 2010 – see addendum (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: _____	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. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: See addendum Value of Property: \$ <u>unknown</u> Annual Interest Rate <u>11.25 (13.25 default rate)%</u> <input checked="" type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <u>see addendum</u> Basis for perfection: <u>UCC Financing Statements – see addendum</u> Amount of Secured Claim: \$ <u>unknown</u> Amount Unsecured: \$ <u>unknown</u>		
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"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<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"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
*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)		

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.

ORIGINAL

**ADDENDUM TO PROOF OF CLAIM FILED BY
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
AS INDENTURE TRUSTEE**

CLAIMANT

1. The Bank of New York Mellon Trust Company, N.A., as indenture trustee, is the claimant (the "Trustee").

2. The Trustee has offices at 601 Travis Street, 16th Floor, Houston, Texas 77002.

3. The Trustee is authorized to file this proof of claim (the "Claim") pursuant to Section 6.9 of the Indenture (as defined below), and Section 501(a) of the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*

4. Dennis J. Roemlein is authorized to make this Claim on behalf of the Trustee.

BASIS FOR CLAIM

5. Pursuant to that certain Indenture dated as of March 10, 2010 (as amended or supplemented from time to time in accordance with the terms thereof, the "Indenture") among Conexant Systems, Inc. ("Conexant Systems"), as issuer, Conexant, Inc., Conexant Systems Worldwide, Inc. and Brooktree Broadband Holding, Inc., as guarantors (together, the "Guarantors" and, collectively with Conexant Systems, the "Debtors"), and The Bank of New York Trust Company, N.A., as Trustee and as Collateral Trustee (in the latter capacity, the "Collateral Trustee"), Conexant Systems issued, in March of 2010, \$175 million in principal amount of 11.25% Senior Secured Notes due 2015 (the "Notes").

6. Pursuant to Article X of the Indenture, each of the Guarantors, jointly and severally with each other and Conexant Systems, fully, unconditionally, and irrevocably guaranteed (as primary obligors) the full and punctual payment when due, whether at maturity, by acceleration, by redemption, or otherwise, of the Guarantor Obligations (as defined in Article

X, § 10.1 of the Indenture) under the Indenture and Notes, including, without limitation, principal and interest.

7. On March 10, 2010, the Debtors, as grantors, and the Collateral Trustee also entered into and executed a Blanket Lien Pledge and Security Agreement (the "Blanket Lien Pledge and Security Agreement") granting to the Collateral Trustee a first priority lien on and security interest in substantially all of the Debtors' assets, including, among other things, accounts, chattel paper, documents, fixtures, general intangibles, goods, inventory, equipment, instruments, insurance, intellectual property, investment related property, letter of credit rights, money, commercial tort claims, personal property, and all of the proceeds, products, accessions, rents, and profits of or in respect to any of the foregoing (collectively, and subject to only certain limited exclusions as set forth in Section 2.2 of the Blanket Lien Pledge and Security Agreement, the "Collateral"). In addition, the Debtors and the Collateral Trustee contemporaneously executed a Patent Security Agreement and Trademark Security Agreement in favor of the Collateral Trustee.

8. On March 10, 2010, the Debtors and the Trustee and Collateral Trustee also entered into and executed a Collateral Trust Agreement (the "Collateral Trust Agreement") setting forth the terms on which the Collateral Trustee was appointed to act as the collateral trustee and to receive, hold, maintain, administer, and distribute the Collateral and to enforce all interests, rights, powers, and remedies of the Collateral Trustee under all applicable security agreements and related documents.

9. To perfect the security interests in the Collateral, the Collateral Trustee, among other things, filed UCC Financing Statements (the "Financing Statements") in favor of the Collateral Trustee with the Delaware Secretary of State.

AMOUNT OF CLAIM

10. As of the Debtors' filing of their bankruptcy petitions on February 28, 2013 (the "Petition Date"), the amount outstanding under the Indenture and the Notes, as confirmed by the noteholders, totaled \$194,531,500.78 plus additional fees, expenses and other amounts payable in accordance with the Indenture, which amount includes the following:

Principal Outstanding	\$175,000,000.00
Interest due on September 15, 2012 (Interest Payment Date)	\$9,843,750.00
Interest due on overdue 9/15/12 Interest (at 13.25%)	\$601,425.78
Additional Accrued Interest to Petition Date	\$9,078,125.00
Trustee Fees and Expenses	<u>\$8,200.00</u>
Total	\$194,531,500.78

11. The foregoing amounts due are as of the Petition Date. Certain amounts due under the Indenture and related documents, such as the Trustee's and Collateral Trustee's fees and expenses, continue to accrue.

12. In addition, the Trustee and Collateral Trustee have a contingent, unliquidated claim for indemnity under, *inter alia*, Sections 7.7 and 8.5 of the Indenture and Section 8.11 of the Collateral Trust Agreement.

NATURE OF CLAIM

13. The Claim is a secured claim. The Claim is secured by security interests in, and liens on, the Collateral as provided in the Indenture, Blanket Lien Pledge and Security Agreement, Collateral Trust Agreement and related Supporting Documents (as defined below).

14. The Trustee has not valued the Collateral.

SUPPORTING DOCUMENTS

15. The following documents (the "Supporting Documents"), *inter alia*, support the Claim:

- a) Indenture;
- b) Blanket Lien Pledge and Security Agreement;
- c) Patent Security Agreement;
- d) Trademark Security Agreement;
- e) Collateral Trust Agreement;
- f) Financing Statements; and
- g) All related transaction documents.

16. The Supporting Documents are voluminous and, accordingly, have not been attached, but are either publicly available or available upon request to any party in interest entitled to such information under the terms of the Indenture.

RESERVATION OF RIGHTS

17. The Trustee reserves the right to amend or supplement this Claim in any manner, including without limitation, with respect to the amount, priority, security, value of the Collateral, or identity of the entities liable on the Claim. Nothing in the Claim or this Addendum shall be deemed a waiver of any rights or remedies that the Trustee may have (in any capacity) under the Supporting Documents. All such rights and remedies are expressly reserved.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
AS INDENTURE TRUSTEE AND COLLATERAL TRUSTEE
601 Travis Street, 16th Floor
Houston, Texas 77002

ReedSmith

J. Cory Falgowski
Direct Phone: +1 302 778 7522
Email: jfalgowski@reedsmith.com

Reed Smith LLP
1201 Market Street
Suite 1500
Wilmington, DE 19801-1163
+1 302 778 7500
Fax +1 302 778 7575
reedsmith.com

May 13, 2013

VIA OVERNIGHT DELIVERY

BMC Group, Inc.
Attn: Conexant Systems, Inc. Claims Processing
18675 Lake Drive East
Chanhausen, MN 55317

**Re: In re Conexant Systems, Inc., et al., Case No. 13-10367 (MFW) (Jointly Administered);
United States Bankruptcy Court for the District of Delaware**

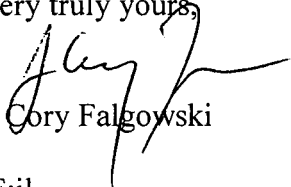
Dear Sir/Madam:

Enclosed for filing please find one (1) original and two (2) copies of four (4) separate proofs of claim of The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee. The four original proofs of claim should be filed, as labeled, in the following bankruptcy cases:

Conexant Systems, Inc.	13-10367 (MFW)
Brooktree Broadband Holding, Inc.	13-10369 (MFW)
Conexant, Inc.	13-10370 (MFW)
Conexant Systems Worldwide, Inc.	13-10371 (MFW)

Please return one (1) time-stamped copy of each of the four (4) proofs of claim in the enclosed self-addressed, stamped envelope. Should you have any questions or comments, please contact me. Thank you for your attention to this matter.

Very truly yours,


J. Cory Falgowski

JF:jl

Enclosures

cc: Eric A. Schaffer, Esq. (via email w/o encl.)



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