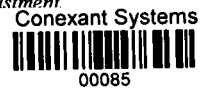


UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: Conexant Systems, Inc.		Case Number: 13-10367
NOTE: <i>Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Teco Image Systems Co., Ltd.		RECEIVED MAY 14 2013 BMC GROUP
Name and address where notices should be sent: Sujin Kim Lee Tran & Liang APLC 601 S. Figueroa St., #4025 Los Angeles, CA 90017 Telephone number: (213) 255-5753 e-mail: sk@hopelawgroup.com		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<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.
1. Amount of Claim as of Date Case Filed: See attachment but no less than \$ 200,000 _____ 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. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>See Attached.</u> (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 type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ % <input 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: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion 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 \$12,475*) 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). Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* 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 4/01/16 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 instru		



B10 (Official Form 10) (04/13)

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:

ALEX YEN

Title:

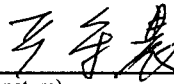
GENERAL MANAGER, TECHNOLOGY DEVELOPMENT HEADQUARTERS

Company:

TECO IMAGE SYSTEMS CO., LTD.

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

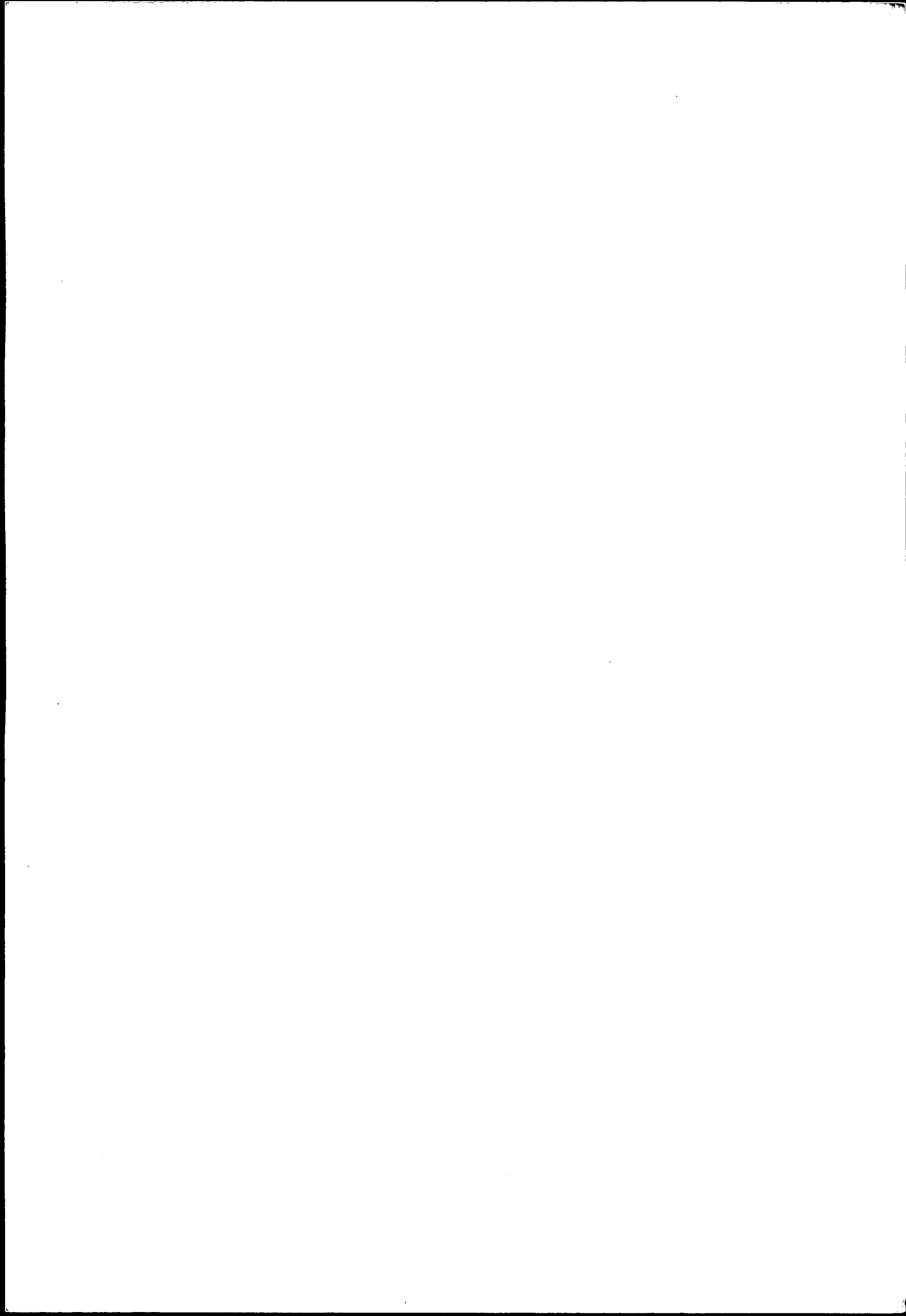
2ND FLOOR, 156X-1 CHUNG SAN ROAD, SEC. 1
KUANG-IM, TAOYUAN HSIEN, 328
TAIWAN, R.O.C.


(Signature)

5/8/2013
(Date)

Telephone number: 886-3-4733112 x3260 email:

Penalty for presenting fraudulent claim: Fine of up to \$500,00 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



ATTACHMENT TO PROOF OF CLAIM FOR
TECO IMAGE SYSTEMS CO., LTD.

(Re: USEI)

I. Background

Conexant Systems, Inc. (hereinafter referred to as "Debtor") is a vendor to Teco Image Systems Co., Ltd. (hereinafter referred to as "TIS"). TIS uses Debtor's products as a component in its own products. TIS is a vendor to Konica Minolta.

II. Basis of Claim-Indemnity

Konica Minolta has notified TIS that they are being sued for products that TIS provided and will be seeking indemnity from TIS pursuant to their Sales and Purchase Agreement. The suit was filed by U.S. Ethernet Innovations, LLC against Konica Minolta on May 16, 2012 for patent infringement claims. The case is pending in the Eastern District of Texas (case number is 6:12-cv-00329-LED). The products in question were provided by Debtor to TIS and by TIS to Konica Minolta. Debtor has been notified of the Konica Minolta's claim for indemnity against TIS. . TIS will seek reimbursement or indemnification from Debtor should Konica Minolta exercise their indemnity rights against TIS.

III. Amount Claimed

The amount claimed is unknown at this point. The amount stated in the Proof of Claim is only an estimate. The litigation is ongoing and the true damages, attorney fees, and other costs, if any, will be determined at trial in the future.

IV. No Admission of Liability

The filing of this Proof of Claim is not an admission of liability for the underlying lawsuit.

V. Reservation of Rights

TIS hereby asserts all claims it has or may have against Debtor, at law, in equity or otherwise, including specifically the amounts detailed above, plus costs of collection, including attorneys' fees to the extent allowed by law.

TIS has not yet completed its investigation of actions by the Debtor, and thus, expressly reserves the right to amend this claim to add additional bases for liability as well as additional costs which it is entitled under § 502 or otherwise.

TIS asserts all rights to indemnity, contribution, subrogation, and insurance coverage that it may have, including without limitation any rights under Rule 3005. TIS reserves all rights to setoff and recoupment.

TIS reserves the right to amend its claim at any time to include amounts incurred and not paid, and/or assert claims or amounts which may arise post-petition to the extent allowable by law, including but not limited to attorneys' fees, interest and other charges and fees associated thereto, as applicable. Nothing in this claim is an admission that any amounts which are administrative claims should be treated as pre-petition claims, and TIS reserves all rights to amend this claim.

The documentation referred to in this proof of claim is both voluminous and may be subject to confidentiality provisions; thus, it is not attached. Such documentation will be provided, subject to confidentiality provisions, upon written request to:

Sujin Kim
Lee Tran & Liang APLC
601 S. Figueroa St., #4025
Los Angeles, CA 90017
Telephone number: (213) 255-5753



KONICA MINOLTA

Via Facsimile and DHL

November 16, 2012

Mr. Hugo Lien
Project Manager
Project Development HQ
Teco Imaging System Co., Ltd.
2nd Floor 1568-1 Chung Shan Road
Sec. 1, Kuang-In, Taoyuan Hsien
Taiwan, Republic of China

*Re: U.S. Ethernet Innovations, LLC v. Konica Minolta Business Solutions U.S.A., Inc. et al
Case 6:12-cv-00329-LED (E.D. Tex)*

Dear Mr. Lien:

As you may remember, we notified you in our letter of July 6, 2012 that the above-captioned patent infringement litigation has been filed on May 16, 2012 by U.S. Ethernet Innovations, LLC ("USEI") in the United States District Court for the Eastern District of Texas against Konica Minolta Business Solutions U.S.A., Inc ("Konica Minolta") and Konica Minolta Holdings U.S.A., Inc. Konica Minolta Holdings U.S.A., Inc. has since been dismissed from the lawsuit.

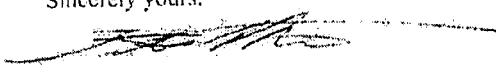
[REDACTED]

Accordingly, we request again that TIS, as a supplier of these products, defend, indemnify and hold harmless Konica Minolta with respect to the claim asserted by USEI regarding these products.

[REDACTED]

Thank you in advance for your prompt response to this letter.

Sincerely yours,


Tetsuya Matsueda
General Manager
IP Licensing Division
Intellectual Property Center

Enclosure: A CD-R containing a copy of USEI's October 1, 2012 Infringement Contentions
CC: Mr. Nobuyasu Ieuji, Executive Director, General Manager, Manufacturing Headquarters, Konica Minolta Business Technologies, Inc.

Giving Shape to Ideas

KONICA MINOLTA TECHNOLOGY CENTER, INC. 1 Sakura-machi, Hino-shi, Tokyo 191-8511, Japan

Tel: +81-42-589-8399 Fax: +81-42-589-8088



LEE TRAN & LIANG, A PROFESSIONAL LAW CORPORATION
601 SOUTH FIGUEROA STREET, SUITE 4025
LOS ANGELES, CALIFORNIA 90017
TEL: 213-612-3737 | FAX: 213-612-3773
WWW.LTLCOUNSEL.COM

LOS ANGELES | SILICON VALLEY | ORANGE COUNTY

May 13, 2013

Via Federal Express

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

To Whom It May Concern,

Enclosed please find two (2) proofs of claim to be filed in the bankruptcy case of Conexant Systems, Inc. (case no. 13-10367). Also enclosed are duplicates of each proof of claim and postage paid envelope. Please file these two proofs of claim and return the duplicates in the enclosed envelope. The duplicates should be returned to:

Sujin Kim
Lee Tran & Liang APLC
601 S. Figueroa St., #4025
Los Angeles, CA 90017

Sincerely,

A handwritten signature in black ink, appearing to read "L S" or similar initials.

Lynette Suksnguan
Assistant to Sujin Kim, Esq.

Enclosures

TWO CLAIMS
FOR FILING IN
CONEXANT SYSTEMS, INC.
13-10367

From: (213) 612-3737
James Lee
LEE TRAN & LIANG, APLC
601 S. FIGUEROA STREET
SUITE 4025
LOS ANGELES, CA 90017

Origin ID: EMTA



J13111302120326

Ship Date: 13MAY13
Act/Wgt: 1.0 LB
CAD: 3314831/NET3370

Delivery Address Bar Code



SHIP TO: (999) 999-9999
Attn: **Conexant Systems, Inc. Claims**
BMC Group, Inc.
18675 Lake Drive East

BILL SENDER

Ref # Teco System
Invoice #
PO #
Dept #

RECEIVED

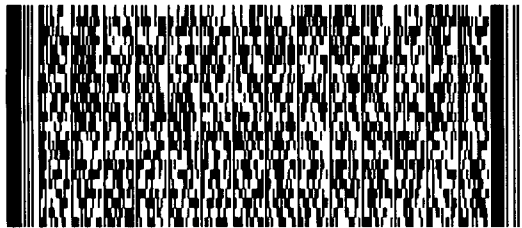
CHANHASSEN, MN 55317

MAY 14 2013

BMC GROUP

TUE - 14 MAY 3:00P
STANDARD OVERNIGHT

TRK# 7997 5201 6386
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