

UNITED STATES BANKRUPTCY COURT FOR DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor: CONEXANT SYSTEMS, INC.

Case Number: 13-10367

NOTE: This form should not be used to make a claim for an administrative expense 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.

Name of Creditor (the person or other entity to whom the debtor owes money or property): American Home Assurance Company, Chartis Select Insurance Company, Chartis Specialty Insurance Company, Commerce and Industry Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., The Insurance Company of the State of Pennsylvania, and certain other subsidiaries of AIG Property Casualty, Inc.

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

Name and address where notices should be sent: American International Group, Inc. Ryan G. Foley, Authorized Representative 180 Maiden Lane, 37th Floor New York, New York 10038 Telephone number: (973) 402-2841

RECEIVED

MAY 15 2013

Court Claim Number: (If known)

Filed on:

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

BMC GROUP

Check this 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 if you are the debtor or trustee in this case.

Telephone number:

1. Amount of Claim as of Date Case Filed: \$Unliquidated\* Subject to Adjustment (See Attachment).

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not 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.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

2. Basis for Claim: Other- See Attachment. (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: See Attachment.

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

Wages, salaries, or commissions (up to \$10,950\*) 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).

4. Secured Claim (See instruction #4 on reverse side.)

Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507 (a)(7).

Taxes or penalties owed to governmental units -- 11 U.S.C. § 507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: [ ] Real Estate [ ] Motor Vehicle [X] Other Describe: Right of Setoff- See Attachment.

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Unliquidated\* Amount Unsecured: Unliquidated\*

\* Subject to Adjustment (See Attachment).

Amount entitled to priority:

\$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 5/14/13

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

JASON R. GOLDY, Authorized Representative

Handwritten signature of Jason R. Goldy

Conexant Systems



00093

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

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

----- :  
In re: :  
 : Chapter 11  
 :  
CONEXANT SYSTEMS, INC., et al., : Case No. 13-10367  
 :  
 : JOINTLY ADMINISTERED  
DEBTORS. :  
----- :

**ATTACHMENT TO PROOF OF CLAIM OF AMERICAN HOME ASSURANCE  
COMPANY, CHARTIS SELECT INSURANCE COMPANY, CHARTIS SPECIALTY  
INSURANCE COMPANY, COMMERCE AND INDUSTRY INSURANCE COMPANY,  
LEXINGTON INSURANCE COMPANY, NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA., THE INSURANCE COMPANY OF THE STATE  
OF PENNSYLVANIA AND CERTAIN OTHER  
ENTITIES RELATED TO AIG PROPERTY CASUALTY INC.**

1. This proof of claim is filed on behalf of American Home Assurance Company, Chartis Select Insurance Company, Chartis Specialty Insurance Company, Commerce and Industry Insurance Company, Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., The Insurance Company of the State of Pennsylvania and certain other entities related to AIG Property Casualty Inc. (collectively, "Claimant") that provide or provided insurance, insurance services and/or surety bonds to Conexant Systems, Inc., et al., ("Debtors") (see the List of Debtors attached hereto).

2. As of February 28, 2013 (the "Petition Date"), the Debtors are indebted to Claimant for premiums, deductibles, and other related fees, expenses and obligations for, among other things, insurance coverages and services provided and to be provided by Claimant to the Debtors as more fully described below.

3. **The Insurance Program.** Claimant provided the Debtors with certain insurance coverages, including, without limitation, accident and health, aircraft, automobile, commercial property, directors' and officers' liability, general liability, marine and other services (the "Insurance Program") for varying periods commencing October 1, 1995 and ending 12:01 a.m., April 19, 2017. Attached hereto is a list of the policies issued by Claimant to the Debtors and certain related documentation. Claim is made for all obligations of the Debtors arising under the Insurance Program whether or not the relevant insurance policies and related agreements are specifically listed or described in the attached list or documents. Moreover, the documents which evidence the Insurance Program are voluminous and it is not practical to attach and/or list all of them. Nothing in this description of the Insurance Program or any of the attached documents is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy or coverage.

4. **Fidelity and Surety Bonds.** Claimant may have provided the Debtors with various surety, fidelity and other bonds for the account of the Debtors. Claim is asserted for all such bonds issued or outstanding and for all premiums, fees and expenses due thereunder, whether or not specifically listed or described in the attached documents. Nothing in this description of the bond programs is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any bond. Should Claimant be called upon to pay on any such bond, Claimant may amend this proof of claim to assert a claim on account of such payment.

5. **Components of this Claim.**

(a) **Unliquidated Claim for the Insurance Program.** Pursuant to the Insurance Program, the Debtors entered into certain agreements and are obligated to pay to Claimant, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs. Such amounts constitute the Claimant's unliquidated claim. When the amount of premiums, deductibles, fees, expenses and other costs due under the Insurance Program, including, without limitation, damages that may arise from the rejection of the Insurance Program or any part thereof, are liquidated or determined, such amounts shall become a liquidated claim. Claimant reserves the right to amend this proof of claim as such amounts become liquidated.

(b) **Other Insurance or Services.** To the extent Claimant provides or provided any other or different insurance (including excess coverages or renewals of the Insurance Program), or other services to the Debtors, either included within or in addition to the Insurance Program, Claimant hereby asserts a claim for all obligations of the Debtors to Claimant arising thereunder, including, without limitation, premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs arising from such transactions, or from funds advanced or to be advanced on the Debtors' behalf. Additionally, Claimant reserves the right to amend this proof of claim to assert further amounts due or particulars in connection therewith.

(c) **Bond Obligations.** To the extent of any bonds outstanding, the Debtors agreed to pay to Claimant, among other things, any and all loss and expense, including, without limitation, attorneys' fees, incurred by Claimant by reason of having issued any such bonds, and losses incurred as a result of the issuance of any bonds. The amount presently due Claimant with respect to any bonds is unliquidated and untabulated.

(d) **Quantum Meruit.** To the extent any Debtor received a benefit from insurance or from bonds provided by Claimant, such Debtor is obligated to pay Claimant for the value of the benefits received.

(e) **Joint Liability.** Should it be established in these bankruptcy cases or otherwise that any of the Debtors have liability for the obligations of any of the other Debtors, then this claim asserts the same claim as Claimant asserted against each such Debtor against such other Debtor.



(f) **Indemnity Obligations.** In the event Debtors have entered into any agreement with Claimant pursuant to which Debtors have a duty to indemnify Claimant, claim is made herein for such right to indemnity.

(g) **Other.** In connection with the foregoing, the Debtors also may be liable to Claimant by virtue of relevant principles of contract and common law relating to, among other things, subrogation, suretyship, indemnification or contribution.

6. **Right of Recoupment.** Claimant asserts the right to use funds paid to it on account of, among other things, the Insurance Program to recoup obligations of the Debtors arising from, among other things, the Insurance Program.

7. **Security.** To the extent Claimant holds any cash or other collateral as security for its claim, regardless of whether such cash or collateral is property of the Debtors' estates, Claimant asserts a secured claim and/or a right of setoff and reserves its rights to collect against same by recoupment and/or setoff. Alternatively or in addition, to the extent Claimant holds an interest in any property of the Debtors, Claimant asserts a security interest in same.

8. **Interest.** Claimant claims all rights to claim interest to the extent permitted by law, including post-petition interest to the extent such interest is secured. To the extent this claim is unliquidated, appropriate interest (if any) remains unliquidated at this time. In preparing any attached tabulation of a liquidated claim, we will endeavor to include a tabulation of applicable interest to the extent dates of accrual of obligations can be readily ascertained. Claimant reserves the right to amend such calculations and to claim additional interest as facts are learned, data compiled, and/or unliquidated claims become liquidated.

9. As indicated above, supporting documents for this claim are voluminous and certain such documents, including policies of insurance, are not attached.

10. Claimant also asserts an administrative expense claim for all services provided, risks insured or occurrences occurring after the Petition Date, all or a portion of which may be set forth in this proof of claim. To the extent any amounts set forth herein are entitled to administrative expense status, Claimants reserve the right to assert such status.

11. The filing of this Proof of Claim is not intended to waive any right to arbitration. Claimant(s) expressly reserve the right to seek arbitration of any dispute arising in connection with this claim. To the extent of any pre-existing arbitration agreement, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.

12. In executing and filing this proof of claim, Claimant: (i) does not submit itself to the jurisdiction of this Court for any purpose other than with respect to said claim; (ii) does not waive any right or rights that it has or may have against any other persons liable for all or part of the claim set forth herein; (iii) expressly reserves the right to the extent permitted by law to amend or supplement this proof of claim in any respect; (iv) expressly reserves the right



to assert all claims, causes of action, defenses, offsets or counterclaims; and (v) expressly reserves the right to contest insurance coverage in the event of each or any claim that may be tendered by Debtors for Coverage.

Dated: May 14, 2013

**PENALTY FOR PRESENTING FRAUDULENT CLAIMS: Fine of not more than \$500,000.00 or imprisonment for not more than five years, or both. Title 18, U.S.C. §§152 and 3571.**

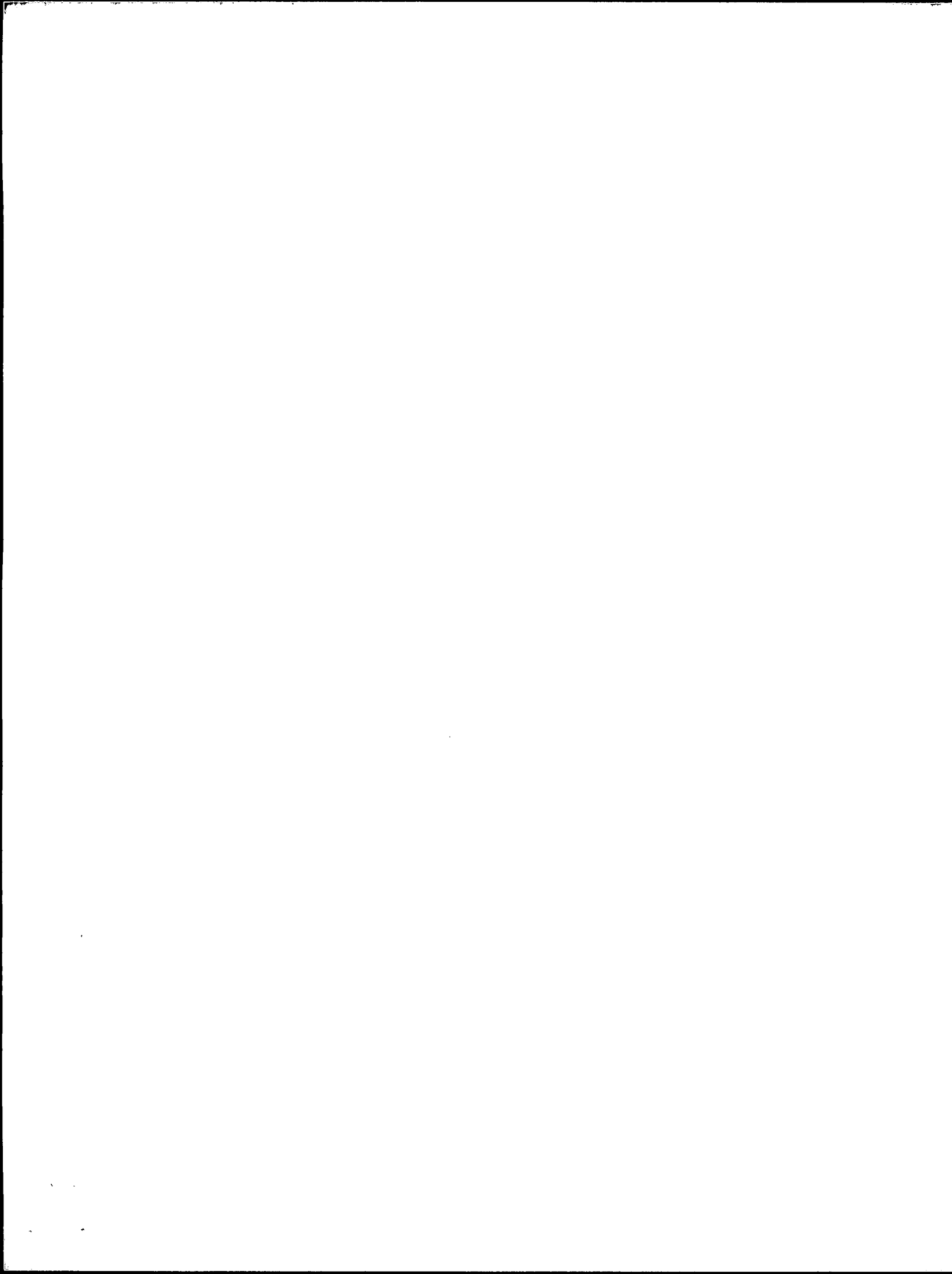
**Debtors' List**

<b>13-10367-mfw</b>	<b>Conexant Systems, Inc.</b>
13-10368-mfw	Conexant CF, LLC
13-10369-mfw	Brooktree Broadband Holding, Inc.
13-10370-mfw	Conexant, Inc.
13-10371-mfw	Conexant Systems Worldwide, Inc.



**Conexant Systems, Inc.**  
**Petition Date: 02/28/2013**  
**Policy Data: 03/06/2013**

Policy #	Profit Center	Branch	Major Class	Insured Name	Writing Company	Effective	Expiration	Underwriter Last Name	Underwriter First Name
8360726	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1998-12-31	1999-12-31		
N801167897	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1998-12-31	1999-12-31		
00008186903	81 - EXCESS COMM	08 - PITTSBURGH	BI/OT AUTO-E	CONEXANT SYSTEMS, INC.	CHARTIS SPECIALTY INS CO	1998-12-31	1999-12-31		
013CAS701	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1998-12-31	2000-01-01		
800264171	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1998-12-31	2000-01-01		
GL000149	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1998-12-31	2000-01-01		
RCG0000108	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1998-10-10	2000-01-01		
0000575751	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1998-12-16	2000-01-01		
8361223	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2000-01-01	2001-01-01		
034CA554	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2000-01-01	2001-01-01		
800264721	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2000-01-01	2001-01-01		
GL000303	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2000-01-01	2001-01-01		
N801168324	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2000-01-01	2001-01-01		
0000054176	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1998-12-31	2001-01-01		
0000576592	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2000-01-01	2001-01-01		
00000070939	52 - OIL RIG	01 - NEW YORK	INLAND MARIN	CONEXANT SYSTEMS, INC	NATIONAL UNION FIRE INS.CO	2000-07-01	2001-07-01		
8361319	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2001-01-01	2002-01-01		
GL000304	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2001-01-01	2002-01-01		
N801169063	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2001-01-01	2002-01-01		
RCG0000078	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2000-01-01	2002-01-01		
0000059503	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2001-01-01	2002-01-01		
34CAS23801	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2001-01-01	2002-01-01		
00002607106	52 - OIL RIG	01 - NEW YORK	INLAND MARIN	CONEXANT SYSTEMS, INC	NATIONAL UNION FIRE INS.CO	2001-07-01	2002-07-01		
00000070982	52 - OIL RIG	01 - NEW YORK	INLAND MARIN	CONEXANT SYSTEMS, INC	NATIONAL UNION FIRE INS.CO	2001-07-01	2002-07-01		
00003394967	14 - AEROSPACE	34 - H.O. SPECIAL ACCTS	AIRCRAFT - A	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS.CO	2001-01-01	2003-01-01		
00003394830	14 - AEROSPACE	34 - H.O. SPECIAL ACCTS	AIRCRAFT - A	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS.CO	2001-01-01	2003-01-01		
8361471	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1995-10-01	2003-01-01		
800264942	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2001-01-01	2003-01-01		
GL000329	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2002-01-01	2003-01-01		
N000059503	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2002-01-01	2003-01-01		
N801169322	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2002-01-01	2003-01-01		
RCG0000429	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2002-01-01	2003-01-01		
0000059503	22 - MULTILINE PA	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2002-01-01	2003-01-01		
34CAS49301	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2002-01-01	2003-01-01		
00001397020	30 - EXCESS NATI	05 - LOS ANGELES	COML UMB LI	CONEXANT SYSTEMS, INC	NATIONAL UNION FIRE INS.CO	2002-03-21	2003-03-01		
00006394603	91 - CAT EXCESS	05 - LOS ANGELES	PRODUCTS/C	CONEXANT SYSTEMS, INC	CHARTIS SELECT INSURANC	2002-03-21	2003-03-21		
00002795505	05 - SPECIALTY PI	88 - ORANGE COUNTY, CAL.	LIAB/OT AUTO	CONEXANT SYSTEMS, INC	CHARTIS SPECIALTY INS CO	2002-02-28	2003-03-21		
00003597470	21 - CASUALTY D	05 - LOS ANGELES	LIABILITY (OT	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS.CO	2002-03-21	2003-03-21		
00003594491	21 - CASUALTY D	05 - LOS ANGELES	AUTO LIABILITY	CONEXANT SYSTEMS, INC.	AMERICAN HOME ASSURANC	2002-03-21	2003-03-21		
00003594490	21 - CASUALTY D	05 - LOS ANGELES	AUTO LIABILITY	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS.CO	2002-03-21	2003-03-21		
00009100317	10 - ACCIDENT AN	01 - NEW YORK	GROUP ACC &	CONEXANT SYSTEMS	AMERICAN HOME ASSURANC	2002-01-01	2003-06-30		



00007471829	93 - PROPERTY	01 - NEW YORK	FIRE (PROPER	CONEXANT SYSTEMS	LEXINGTON INSURANCE CON	2002-07-01	2003-07-01
00007471829	74 - CUIT/NUIC	01 - NEW YORK	FIRE (PROPER	CONEXANT SYSTEMS	UNKNOWN	2002-07-01	2003-07-01
00002607539	52 - OIL RIG	08 - PITTSBURGH	INLAND MARIN	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2002-07-01	2003-07-01
N801169859	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INT	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2003-01-01	2004-01-01
GL00000393	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INT	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2003-01-01	2004-01-01
6016000067	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INT	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2002-01-01	2004-01-01
0579534	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INT	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2003-01-01	2004-01-01
0330000165	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INT	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2003-01-01	2004-01-01
0007400649	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1999-01-01	2004-01-01
00330000165	03 - PRIMARY CASU	129 - MEXICO LA INTERAMERICANA	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2003-01-01	2004-01-01
00003280854	13 - SPECIALTY W	88 - ORANGE COUNTY, CAL.	WORKMENS C	CONEXANT SYSTEMS, INC.	COMMERCE & INDUSTRY INS	2003-02-04	2004-02-04
00003280928	13 - SPECIALTY W	88 - ORANGE COUNTY, CAL.	WORKMENS C	CONEXANT SYSTEMS, INC.	INS CO OF THE STATE OF PE	2003-02-04	2004-02-04
00024540317	16 - EXCESS CASU	038 - LONDON UK - CHARTIS	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2003-01-01	2004-03-20
00003597871	21 - CASUALTY D	05 - LOS ANGELES	LIABILITY (O/	CONEXANT SYSTEMS, INC.	AMERICAN HOME ASSURANC	2003-03-21	2004-03-21
00002860334	30 - EXCESS NAT	05 - LOS ANGELES	COML UMB LI	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2003-03-21	2004-03-21
0000062727	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INT	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2003-01-01	2004-03-21
00003595122	21 - CASUALTY D	05 - LOS ANGELES	AUTO LIABILIT	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2003-03-21	2004-03-21
00003595121	21 - CASUALTY D	05 - LOS ANGELES	AUTO LIABILIT	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2003-03-21	2004-03-21
8347404	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INT	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2003-01-01	2004-03-21
800266310	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INT	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2003-01-01	2004-03-21
00005430591	05 - SPECIALTY P	88 - ORANGE COUNTY, CAL.	LIAB(O/ AUT	CONEXANT SYSTEMS, INC.	CHARTIS SPECIALTY INS CO	2003-03-21	2004-03-31
EX55400028	22 - MULTI-LINE PA	554 - NY DOWNTOWN COMM. ACCT	UNKNOWN	CONEXANT, INC. (D&B)	UNKNOWN	2003-07-01	2004-07-01
00007472520	93 - PROPERTY	01 - NEW YORK	FIRE (PROPER	CONEXANT SYSTEMS	LEXINGTON INSURANCE COM	2003-07-01	2004-07-01
00002608224	52 - OIL RIG	08 - PITTSBURGH	INLAND MARIN	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2003-07-01	2004-07-01
00010007817	02 - ACCIDENT & H	038 - LONDON UK - CHARTIS	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2000-12-31	2004-12-30
00006614988	35 - NATIONAL A	08 - PITTSBURGH	D & O - CLAIM	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2004-01-01	2005-01-01
00003282584	13 - SPECIALTY W	88 - ORANGE COUNTY, CAL.	WORKMENS C	CONEXANT SYSTEMS, INC.	COMMERCE & INDUSTRY INS	2004-02-04	2005-02-04
N000065145	22 - MULTI-LINE	554 - NY DOWNTOWN COMM. AC	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-21	2005-03-20
N000065145	22 - MULTI-LINE	554 - NY DOWNTOWN COMM. AC	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-21	2005-03-20
0000065145	22 - MULTI-LINE	554 - NY DOWNTOWN COMM. AC	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-21	2005-03-20
0080004923	22 - MULTI-LINE	554 - NY DOWNTOWN COMM. AC	LIABILITY (O/	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-21	2005-03-20
00003598240	21 - CASUALTY D	01 - NEW YORK	COML UMB LI	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2004-03-21	2005-03-21
00002860636	30 - EXCESS NAT	05 - LOS ANGELES	UNKNOWN	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2004-03-21	2005-03-21
N801170988	22 - MULTI-LINE	554 - NY DOWNTOWN COMM. AC	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-21	2005-03-21
00003595921	21 - CASUALTY D	01 - NEW YORK	AUTO LIABILIT	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2004-03-21	2005-03-21
EX55400148	22 - MULTI-LINE	554 - NY DOWNTOWN COMM. AC	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-21	2005-03-21
00006472722	15 - SPECIALTY D	01 - NEW YORK	LIABILITY (O/	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2004-04-01	2005-04-01
0580840	03 - CASUALTY	554 - NY DOWNTOWN COMM. AC	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-04-16	2005-04-16
00007474306	93 - PROPERTY	01 - NEW YORK	FIRE (PROPER	CONEXANT SYSTEMS	LEXINGTON INSURANCE CON	2004-06-23	2005-06-23
00002609112	52 - OIL RIG	01 - NEW YORK	INLAND MARIN	CONEXANT SYSTEMS, INC. & GLOB	NATIONAL UNION FIRE INS. C	2004-06-23	2005-06-23
00007474306	74 - CUIT/NUIC	01 - NEW YORK	FIRE (PROPER	CONEXANT SYSTEMS	UNKNOWN	2004-06-23	2005-07-01
00007472520	74 - CUIT/NUIC	01 - NEW YORK	FIRE (PROPER	CONEXANT SYSTEMS	UNKNOWN	2003-07-01	2005-07-01
00009783903	35 - NATIONAL A	08 - PITTSBURGH	D & O - CLAIM	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. C	2005-01-01	2006-01-01
0000004920	22 - MULTI-LINE	554 - NY DOWNTOWN COMM. AC	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-21	2006-03-20
0000004923	22 - MULTI-LINE	554 - NY DOWNTOWN COMM. AC	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-21	2006-03-20
0000006236	22 - MULTI-LINE	554 - NY DOWNTOWN COMM. AC	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-22	2006-03-20



4900050508	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2008-03-01	2008-03-01	
0330000186	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2003-08-01	2009-03-01	
H1811512031	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	1998-12-31	2009-03-01	
00006476685	15 - SPECIALTY D	02 - CHICAGO	LIABILITY (O/T)	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. CO	2008-04-01	2009-04-01	
0350000093	22 - MULTI-LINE	544 - HOUSTON - COMM. ACCTS	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2005-03-21	2009-06-30	
8352973	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2009-03-01	2010-03-01	
00007440295	81 - EXCESS COM	05 - LOS ANGELES	COM UMB LI	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. CO	2009-03-01	2010-03-01	
00007440295	30 - EXCESS NAT	05 - LOS ANGELES	COM UMB LI	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. CO	2009-03-01	2010-03-01	
00004574521	21 - CASUALTY D	05 - LOS ANGELES	LIABILITY (O/T)	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. CO	2009-03-01	2010-03-01	
0000907088	21 - CASUALTY D	05 - LOS ANGELES	AUTO LIABILITY	CONEXANT SYSTEMS, INC.	UNKNOWN	2009-03-01	2010-03-01	
GL80816C00	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2009-03-01	2010-03-01	
1000118199	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2009-03-01	2010-03-01	
0588514	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2009-03-01	2010-03-01	
800268908	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. CO	2009-01-01	2010-05-01	
00014238294	35 - NATIONAL A	05 - LOS ANGELES	D & O - CLAIM	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. CO	2009-07-23	2010-05-01	
00043813124	35 - NATIONAL A	05 - LOS ANGELES	LIAB(O/T AUTO	CONEXANT, INC.	NATIONAL UNION FIRE INS. CO	2009-11-01	2010-11-01	
00007528336	12 - PROPERTY D	05 - LOS ANGELES	FIRE (PROPER	CONEXANT SYSTEMS, INC.	INS CO OF THE STATE OF PE	2009-11-01	2010-11-01	
0959018029	06 - PROPERTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2009-11-01	2010-11-01	
0661001424	06 - PROPERTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2009-11-01	2010-11-01	
ARSH000415	06 - PROPERTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2009-11-01	2010-11-01	
IMB7528336	06 - PROPERTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2009-11-01	2010-11-01	
0000004920	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	1998-12-31	2011-02-28	
0007528369	12 - PROPERTY D	05 - LOS ANGELES	FIRE (PROPER	CONEXANT SYSTEMS, INC.	INS CO OF THE STATE OF PE	2010-03-01	2011-03-01	
4900063610	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2010-03-01	2011-03-01	
0971757101	06 - PROPERTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2010-03-01	2011-03-01	
GL81041C00	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2010-03-01	2011-03-01	
GLSZ000042	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2010-03-01	2011-03-01	
CAS0010030	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2006-03-21	2011-03-01	
800269417	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2010-03-01	2011-03-01	
8354476	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2010-03-01	2011-03-01	
0590274	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2010-03-01	2011-03-01	
IMB7528369	06 - PROPERTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2010-03-01	2011-03-01	
0300000293	13 - MISC. CAS.	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC. (D&B)	UNKNOWN	2010-03-01	2011-03-01	
00018178257	04 - CORPORATE	05 - LOS ANGELES	D & O - CLAIM	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. CO	2010-05-01	2011-04-19	
00018178257	35 - NATIONAL A	05 - LOS ANGELES	DIRECTORS-C	CONEXANT SYSTEMS, INC.	NATIONAL UNION FIRE INS. CO	2010-05-01	2011-11-01	
00018245860	35 - NATIONAL A	05 - LOS ANGELES	LIAB(O/T AUTO	CONEXANT, INC.	NATIONAL UNION FIRE INS. CO	2010-05-01	2011-11-01	
0080004923	13 - MISC. CAS.	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2000-01-01	2012-02-29	
0000006236	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2006-03-21	2012-02-29	
0000004923	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	1998-12-31	2012-02-29	
0300000293	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2006-03-21	2012-03-01	
0007400917	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2004-03-21	2012-03-01	
00015719161	12 - PROPERTY D	05 - LOS ANGELES	BOILER & MA	CONEXANT SYSTEMS, INC.	INS CO OF THE STATE OF PE	2011-03-01	2012-03-01	MILLWARD
1075203268	06 - PROPERTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2011-03-01	2012-03-01	
1000112161	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2008-03-02	2012-03-01	
GLSH000256	03 - CASUALTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2006-03-21	2012-03-01	
ARSH000440	06 - PROPERTY	039 - LOS ANGELES-CHARTIS INTL	UNKNOWN	CONEXANT SYSTEMS, INC.	UNKNOWN	2010-03-01	2012-03-01	





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Hannah Lee  
Paralegal  
T 212 458 1202  
F 212 458 2697  
hannah.lee2@aig.com

May 14, 2013

**VIA OVERNIGHT MAIL**

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

Re: Conexant Systems, Inc., et al., Debtors  
Case #: 13-10367 [Jointly Administered]

Dear Sir/Madam,

Enclosed please find an original and one copy of each Proof of Claim being filed in each of the jointly administered cases in connection with the above- referenced lead bankruptcy case. Please file the original in the Court file, kindly have the copies stamped "Filed", and return the copy in the enclosed self-addressed stamped envelope.

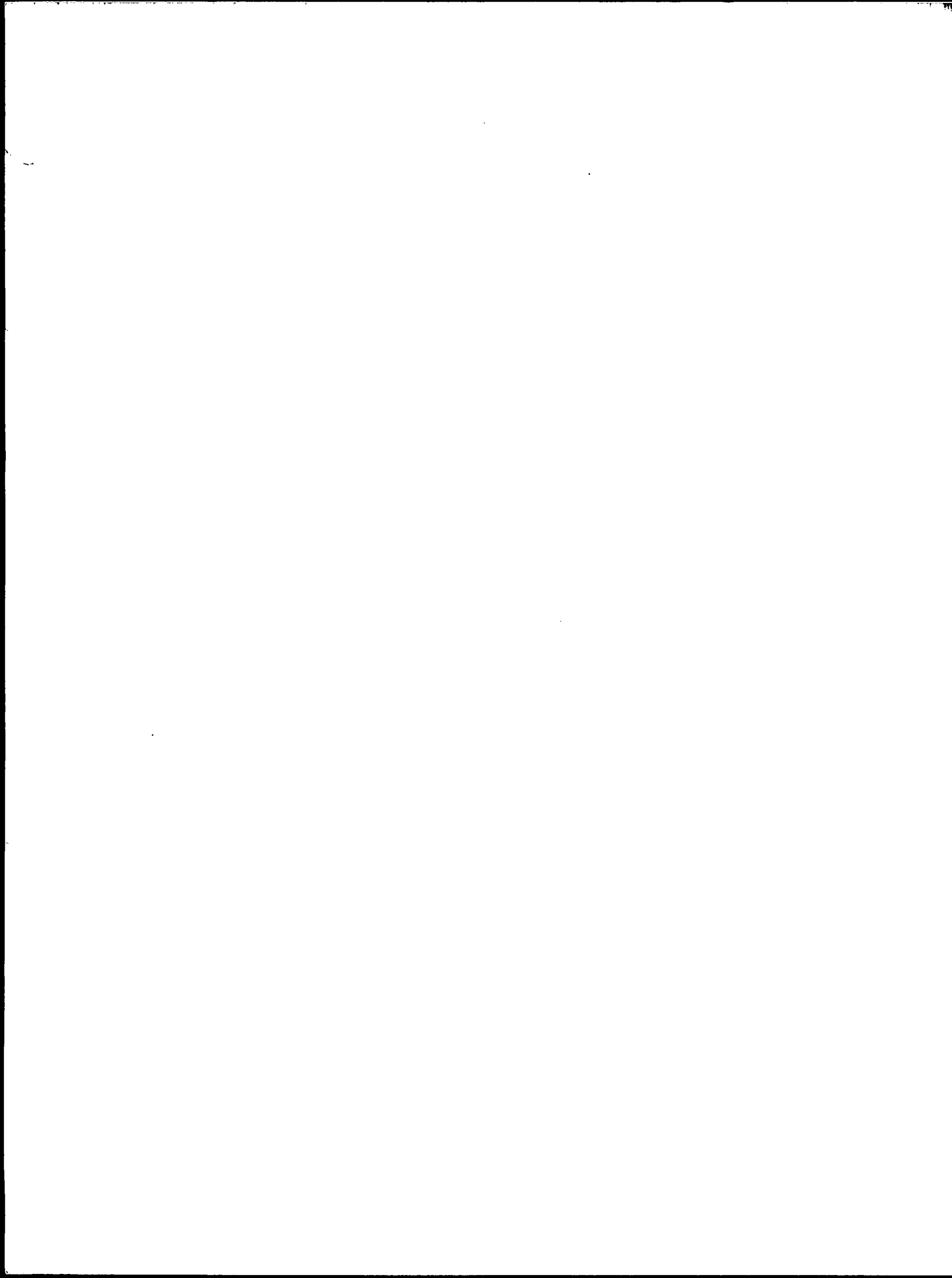
If you have any questions, please do not hesitate to contact me at (212) 458-1202. Thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be "Hannah E. Lee", written over the typed name.

Hannah E. Lee

*Enclosures*





1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS  
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Schedule a same day or future day Pickup to have a UPS driver pickup all your CampussShip packages.

Hand the package to any UPS driver in your area.  
 Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampussShip and select UPS Locations.

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 Your driver will pickup your shipment(s) as usual.

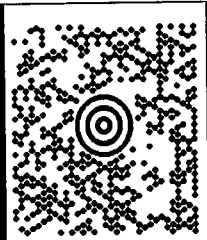
FOLD HERE

HANNAH LEE  
 212-458-1202  
 AIG PROPERTY CASUALTY  
 175 WATER STREET  
 NEW YORK NY 10038

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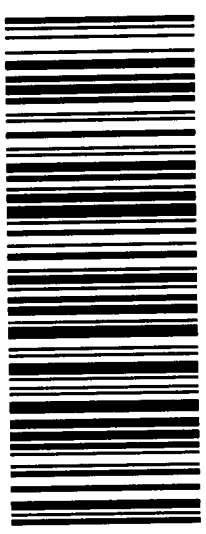
ATTN: CONEXANT SYSTEMS CLAIMS  
 800-655-1129  
 BMC GROUP, INC.  
 18675 LAKE DRIVE EAST  
 CHANHASSEN MN 55317-9383



**MN 559 9-03**



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