

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: See reverse and attached for List of Debtors/Case Numbers/important details. 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):

ROCKWELL AUTOMATION, INC.

Name and address where notices should be sent:

Faye B. Feinstein
Quarles & Brady LLP
300 N. LaSalle St., Suite 4000
Chicago, IL 60654

RECEIVED
MAY 17 2013
BMC GROUP

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 (312) 715-5000 email: faye.feinstein@quarles.com

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

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:

Payment Telephone Number () email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ UNLIQUIDATED

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.

2. BASIS FOR CLAIM: SEE ATTACHMENT.
(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 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: \$ Unliquidated

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).

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

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).

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

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).

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 in

Conexant Systems



00134

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 5:00 pm, prevailing Eastern Time on _____, 2013 for Non-Governmental Claimants OR on or before _____, 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

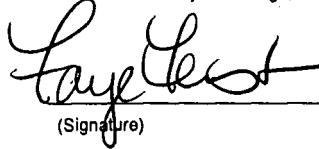
8. SIGNATURE: (See instruction #8)

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: Faye B. Feinstein
Title: Partner
Company: Quarles & Brady LLP


(Signature)

May 16, 2013
(Date)

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

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.

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

In re:)	Chapter 11
)	
CONEXANT SYSTEMS, INC., <i>et al.</i> , ¹)	Case No. 13-10367 (MFW)
)	
Debtor.)	(Jointly Administered)

**ATTACHMENT TO PROOF OF CLAIM OF
ROCKWELL AUTOMATION, INC.**

1. On February 28, 2013 (the "Petition Date"), Conexant Systems, Inc. ("Conexant"), and certain of its affiliates filed voluntary petitions under Chapter 11, Title 11, of the United States Code.

2. As set forth more fully below, in connection with the 1998 spin off of Rockwell Semiconductor Systems, Inc. ("RSS") from Rockwell International Corporation ("RIC"), Conexant became indebted to Rockwell Automation, Inc. ("Rockwell").²

3. Prior to December 31, 1998, RSS was a subsidiary of RIC.

4. On December 31, 1998, RIC spun off RSS to RSS's shareholders in a tax free exchange (the "Spin Off"). As a result of the Spin Off, RSS became Conexant.

5. The Spin Off was accomplished by and through a Distribution Agreement dated as of December 31, 1998, and ancillary agreements which are incorporated in, and form an integrated part of, the Distribution Agreement (collectively, the "Rockwell Spin Off Agreement"), including, but not limited to an Amended and Restated Employee Matters

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal taxpayer identification number, are: Conexant Systems, Inc. (9439); Conexant CF, LLC (6434); Brooktree Broadband Holding, Inc. (5436); Conexant, Inc. (8218); Conexant Systems Worldwide, Inc. (0601) (collectively, the "Debtors"). The Debtors' main corporate address is 4000 MacArthur Blvd., Newport Beach, California 92660.

² On or around February 25, 2002, RIC changed its name to Rockwell Automation, Inc. As such, Rockwell is the proper party to file the proof of claim (the "Proof of Claim").

Agreement, a Tax Allocation Agreement, and a Transition Agreement, each dated as of December 31, 1998.³

6. Pursuant to the Rockwell Spin Off Agreement, Conexant assumed all of the liabilities of RSS existing at the time of the Spin Off, as well as certain contingent future liabilities, including, but not limited to, trade liabilities, environmental liabilities, tax liabilities, and employee liabilities (the "Assumed Liabilities"). Conexant also agreed to indemnify RIC in the event that RIC was held liable for any of the Assumed Liabilities.

7. In addition to the Rockwell Distribution Agreement, Conexant lists certain agreements by and among Conexant and Rockwell, or an affiliated Rockwell entity, on its Schedule G of executory contracts (the "Additional Rockwell Agreements" and, together with the Rockwell Spin Off Agreement, the "Rockwell Agreements"). A listing of the Additional Rockwell Agreements, is attached hereto as Exhibit A.

8. As of the date of filing this Proof of Claim, Conexant may be indebted to Rockwell in an unliquidated amount on account of pre-petition breaches, if any, of the Rockwell Agreements. Rockwell is investigating whether there are any such breaches; this claim is being filed to preserve any claim for breach that Rockwell may have. Also, to the extent Conexant rejects any of the Rockwell Agreements pursuant to 11 U.S.C. § 365, Conexant will be further indebted to Rockwell in additional, unliquidated amounts.

9. Accordingly, Rockwell's Proof of Claim is comprised of three components: (i) unliquidated amounts that may be due and owing as of the Petition Date as a result of pre-petition breaches, if any, of the Rockwell Agreements; (ii) contingent, unliquidated rejection

³ The Rockwell Spin Off Agreements evidencing the obligations of Conexant to Rockwell are voluminous and, therefore, are not attached hereto; but are also incorporated into and made a part of the Distribution Agreement identified by Conexant on Schedule G. Copies will be made available upon appropriate request to undersigned counsel.

damages that may become due and owing as a result of Conexant's rejection of any of the Rockwell Agreements pursuant to 11 U.S.C. §365; and (iii) all accruing or otherwise as-yet-unliquidated attorneys' fees, late fees, interest, costs of liquidation, and all other charges permitted under the relevant Rockwell Agreements.

10. Rockwell reserves the right to (i) amend this Proof of Claim; and (ii) assert one or more claims for cure under 11 U.S.C. § 365(b) in connection with the proposed assumption of any Rockwell Agreement.

Dated: May 16, 2013

Rockwell Automation, Inc.

By: /s/ Faye B. Feinstein
One of Its Attorneys

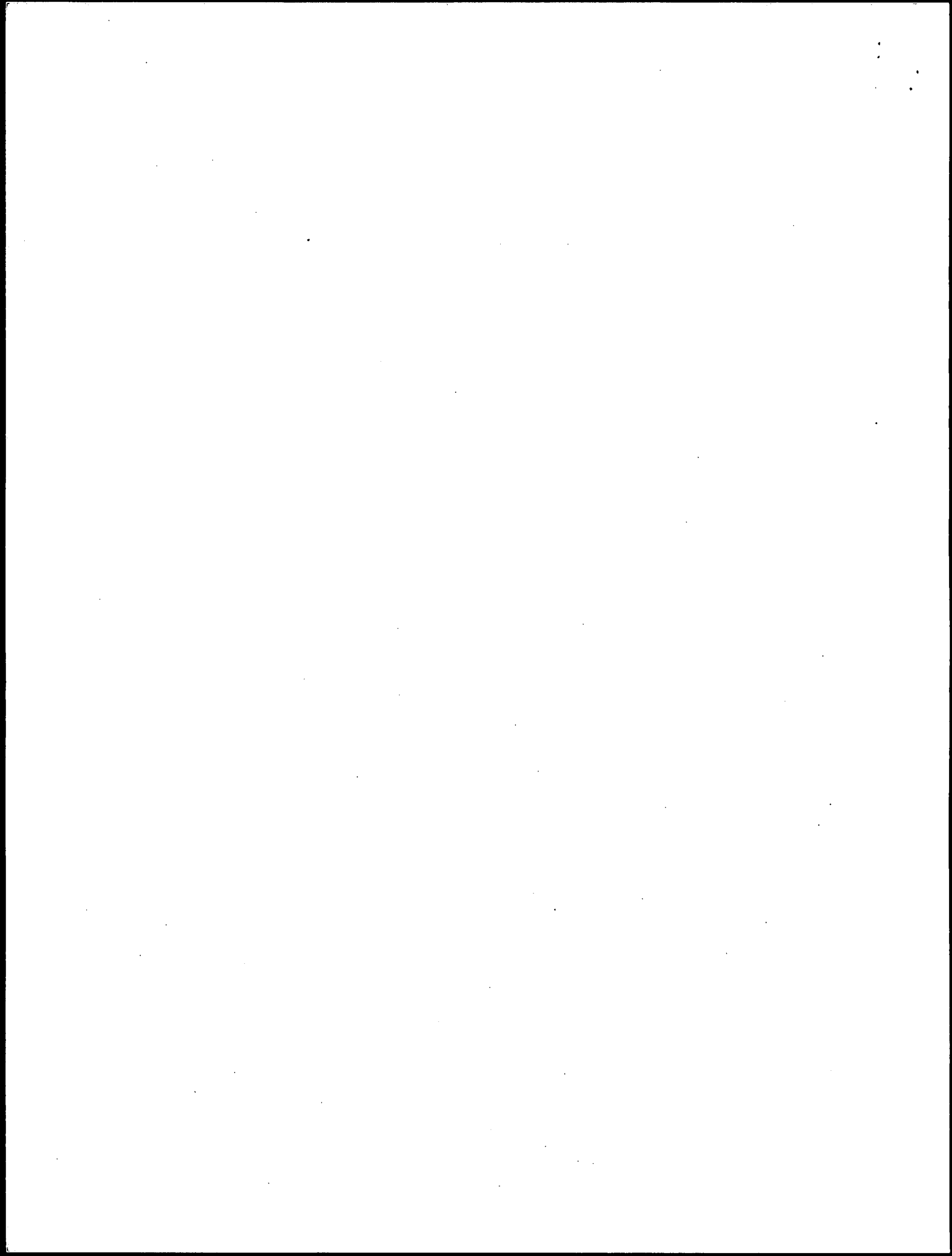
Faye B. Feinstein
Sarah K. Baker
QUARLES & BRADY LLP
300 N. LaSalle St., Suite 4000
Chicago, Illinois 60654
Phone: (312) 715-5000
F: (312) 632-1723

EXHIBIT A

(Additional Rockwell Agreements)

ROCKWELL ENTITY	AGREEMENT
ROCKWELL AUTOMATION 375 ALPHA DRIVE HIGHLANDS HTS, OH 44143	SETTLEMENT AGREEMENT DATED 03/31/2005
ROCKWELL INT'L GMBH PAUL GEBHART-ALLEE 50 A MUNICH, 81245 GERMANY	CO-OP AGREEMENT DATED 03/08/1993
ROCKWELL INTERNATIONAL ANAHEIM 3370 MIRA LOMA AVE ANAHEIM, CA 92803	ADDENDUM LICENSE DATED 03/02/1994
ROCKWELL INTERNATIONAL ANAHEIM 3370 MIRA LOMA AVE ANAHEIM, CA 92803	LICENSE AGREEMENT
ROCKWELL INTERNATIONAL CMC 7402 HOLLISTER AVE SANTA BARBARA, CA 93117	ADDENDUM LICENSE DATED 11/15/1993
ROCKWELL INTERNATIONAL CORPORATION 600 ANTON BOULEVARD SUITE 700 COSTA MESA, CA 92626	SUPPLY AGREEMENT, ASSIGNMENT, BILL DATED 02/20/1992
ROCKWELL INTERNATIONAL CORPORATION 600 ANTON BOULEVARD SUITE 700 COSTA MESA, CA 92626	AGREEMENT & PLAN OF MERGER DATED 07/31/1996
ROCKWELL INTERNATIONAL CORPORATION 600 ANTON BOULEVARD SUITE 700 COSTA MESA, CA 92626	AGREEMENT & DISTRIBUTION PLAN DATED 12/06/1996
ROCKWELL INTERNATIONAL CORPORATION 600 ANTON BOULEVARD SUITE 700 COSTA MESA, CA 92626	TRANSITION AGREEMENT DATED 12/06/1996

ROCKWELL ENTITY	AGREEMENT
ROCKWELL INTERNATIONAL CORPORATION 600 ANTON BOULEVARD SUITE 700 COSTA MESA, CA 92626	RSS DISTRIBUTION DATED 12/31/1998
ROCKWELL INTERNATIONAL CORPORATION 600 ANTON BOULEVARD SUITE 700 COSTA MESA, CA 92626	ASSIGNMENT & ASSUMPTION AGREEMENT DATED 08/24/1999
ROCKWELL INTERNATIONAL CORPORATION 600 ANTON BOULEVARD SUITE 700 COSTA MESA, CA 92626	INT. SALES REP. AGREEMENT DATED 01/31/2002
ROCKWELL INTERNATIONAL CORPORATION 600 ANTON BOULEVARD SUITE 700 COSTA MESA, CA 92626	TRADING AGREEMENT DATED 01/31/2002
ROCKWELL INTERNATIONAL CORPORATION 8245 S. LEMONT ROAD P.O. BOX 1458 DARIEN, IL 60561	PURCHASE AGREEMENT DATED 02/01/2002
ROCKWELL INTERNATIONAL CORPORATION 600 ANTON BOULEVARD SUITE 700 COSTA MESA, CA 92626	DISPOSITION PROP
ROCKWELL INTERNATIONAL JAPAN 1-46-3 HATSUDAI SHIBUYA-KU TOKYO, 151 JAPAN	DISTRIBUTOR AGREEMENT DATED 01/31/2002
ROCKWELL INTERNATIONAL JAPAN (RIKK) 1-46-3 HATSUDAI SHIBUYA-KU TOKYO, 151 JAPAN	COMMISSION DATED 10/01/1995
ROCKWELL INTERNATIONAL JAPAN (RIKK) 1-46-3 HATSUDAI SHIBUYA-KU TOKYO, 151 JAPAN	SERVICES AGREEMENT DATED 07/01/1995



ROCKWELL ENTITY	AGREEMENT
ROCKWELL TELECOMMUNICATIONS S.A.R.L. DIODE ELECTRONICS DISTRIBUTOR AGMT. LES TAISSOUNIERES-B1 ROUTE DES DOLINES VALBONNE, 06905 FRANCE	ADVERTISING
ROCKWELL TELECOMMUNICATIONS S.A.R.L. DIODE ELECTRONICS DISTRIBUTOR AGMT. LES TAISSOUNIERES-B1 ROUTE DES DOLINES VALBONNE, 06905 FRANCE	DISTRIBUTOR AGREEMENT DATED 10/10/1994
ROCKWELL TELECOMMUNICATIONS SARL LES TAISSOUNIERES-B1 ROUTE DES DOLINES VALBONNE, 06905 FRANCE	SERVICE AGREEMENT DATED 09/15/1995



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Tel 312.715.5000
Fax 312.715.5155
www.quarles.com

Attorneys at Law in:
*Phoenix and Tucson, Arizona
Naples and Tampa, Florida
Chicago, Illinois
Milwaukee and Madison, Wisconsin
Washington, DC
Shanghai, China*

Writer's Direct Dial: 312.715.5106
E-Mail: sarah.baker@quarles.com

May 16, 2013

VIA UPS FIRST AM OVERNIGHT

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

RE: *In re Conexant Systems, Inc., et al.* - Rockwell Automation, Inc. Proof of Claim

To Whom It May Concern:

Please find enclosed one proof of claim, with attachment, filed on behalf of Rockwell Automation, Inc. Also enclosed is a copy of the proof of claim form and a self-addressed stamped envelope. Please return date/time stamped copy of the proof of claim form in the self-addressed stamped envelope.

If you have any questions, please contact me at the contact information above.

Very truly yours,



Sarah K. Baker

Enclosures



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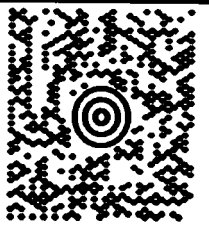
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