

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)
- Conexant CF, LLC (Case No. 13-10368)
- Brooktree Broadband Holdings, Inc. (Case No. 13-10369)
- 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):

Name and address where notices should be sent:

 31951543009783
 NXP SEMICONDUCTORS USA, INC.
~~PO BOX 2925~~ 411 E Plumeria Drive
~~PORTLAND, OR 97208~~ SAN JOSE, CA 95134

RECEIVED

MAY 28 2013

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 () email:

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 \$ 26,413.32

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 instruction #2)

See attached lease with security deposit in Section 5.

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.

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

Nature of property or right of setoff:

Basis for Perfection:

Describe:

Amount of Secured Claim: \$

Real Estate Motor Vehicle Other

Amount Unsecured: \$

Value of Property: \$

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

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).

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 instruction #6)

Conexant Systems



00155

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. (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:

James N. Casey

Title:

V.P. & General Counsel

Company:

NXP Semiconductors USA, Inc.

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

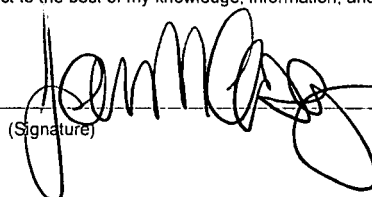
411 E. Plumeria Drive
San Jose, CA 95134

Telephone number:

email:

408-518-5535
NANCY.MIRABELLA@NXP.COM

(Signature)



(Date)

5/2/13

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.

THIRD AMENDMENT TO SUBLEASE

THIS THIRD AMENDMENT TO SUBLEASE (the "Amendment") is dated to be effective as of April 1, 2010 (the "Effective Date") between **Conexant Systems, Inc.**, a Delaware corporation ("Sublandlord"), and **NXP SEMICONDUCTORS USA, INC.**, a Delaware corporation ("Subtenant").

RECITALS

A. Sublandlord and Subtenant entered into that certain Sublease dated to be effective as April 1, 2009, as amended by that certain First Amendment to Sublease dated to be effective June 1, 2009 and by that certain Second Amendment to Sublease dated to be effective August 1, 2009 (collectively, the "Sublease") covering premises consisting of approximately 47,021 rentable square feet in a building commonly known as 9808 Scranton Road, San Diego, California (the "Existing Sublease Premises").

B. On or about the Effective Date, Trident Microsystems, Inc., a Delaware corporation ("Trident"), acquired from Subtenant Subtenant's television and set-top box business lines, a portion of which is operated from the Existing Sublease Premises. Subtenant desires to surrender to Sublandlord a portion of the Existing Sublease Premises consisting of approximately 34,199 rentable square feet (the "Surrendered Premises"), so that Sublandlord can enter into a direct sublease with Trident therefore (the "Trident Sublease").

C. Effective as of the Effective Date, Sublandlord and Subtenant desire to enter into this Amendment to confirm the surrender by Subtenant of the Surrendered Premises, on and subject to the terms and conditions of this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Sublandlord and Subtenant hereby agree as follows:

AGREEMENT

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Sublease.

2. Surrender of Space.

(a) Effective as of 11:59 p.m. on the last day before the Effective Date (the "Termination Date"), the term "Sublease Premises" as used in the Sublease shall refer only to the area designated on Exhibit A hereto, which consists of approximately 12,822 rentable square feet.

(b) Subtenant shall remain in possession of the Surrendered Premises through the Termination Date (only); any delivery to Trident of possession of any portion thereof and/or of any Personal Property located therein shall be between Subtenant and Trident only, and Sublandlord shall have no responsibility with respect thereto, except that

Sublandlord shall attempt to enter into a sublease directly with Trident for a portion of such Surrendered Space. All appurtenances, trade fixtures, improvements, equipment, additions and other property affixed to or installed in the Surrendered Premises, whether by Sublandlord or by or on behalf of Subtenant, and whether at Sublandlord's expense or Subtenant's expense, shall be and remain the property of Sublandlord, at Sublandlord's option. Any of Subtenant's property not removed from the Surrendered Premises or not transferred to Trident on or before the Termination Date shall, at Sublandlord's option, either become the property of Sublandlord or may be removed by Sublandlord and Subtenant shall pay to Sublandlord the cost of such removal within ten (10) days after delivery of a bill therefor. Any damage to the Surrendered Premises, including any structural damage, resulting from Subtenant's use or from the removal of Subtenant's fixtures, furnishings and equipment shall be repaired by Subtenant at Subtenant's expense.

(c) Effective as of the Termination Date, Exhibit B to the Sublease (the floor plan of the Sublease Premises) is deleted and is replaced with Exhibit A hereto.

3. Revision of Sublease Premises. The number "35,000" appearing in Sections 2.1 and 2.4 of the Sublease is hereby amended to read "8,975".

4. Sublease Term.

(a) Sublandlord and Subtenant acknowledge and agree that the Sublease Term is hereby extended by twelve (12) months, such that the Sublease Expiration Date is March 31, 2011.

(b) Subtenant has exercised the right to extend the Sublease Term provided in Section 4.2 of the Sublease. To provide Subtenant a second option to extend the Sublease Term, Section 4.3 is hereby added to the Sublease to read in full as follows:

"4.3 Provided that (a) Subtenant is not then in default (following any applicable notice and cure periods) as of (i) the date Subtenant gives notice to Sublandlord hereunder of its election to extend the Sublease Term, or (ii) the Sublease Expiration Date, (b) has not been in monetary default more than two (2) times during the Sublease Term which Subtenant failed to cure such default within the cure period and (c) Subtenant is then in possession of the Sublease Premises, Subtenant shall have the right to extend the Sublease Term for one, twelve (12) month period (the "**Second Option Term**"), by delivering written notice thereof to Sublandlord no later than sixty (60) days prior to the end of the then-current Sublease Term. Thereafter, the word "**Sublease Term**" as used in this Sublease shall include the Second Option Term."

5. Security Deposit. Sublandlord shall return to Subtenant, within ten (10) days after mutual execution and delivery of this Amendment, full execution and delivery of the Trident Sublease and receipt by Sublandlord of a security deposit from Trident, Eighty Thousand Two Hundred Eighty Four and 38/100ths Dollars (\$80,284.38) of the existing security deposit held by Sublandlord. Effective as of the Effective Date, the amount of the Sublease Security Deposit required to be on deposit with Sublandlord pursuant to the Sublease as amended hereby is hereby

agreed to be the sum of Twenty Six Thousand Four Hundred Thirteen and 32/100ths Dollars (\$26,413.32).

6. Base Rent. From and after the Effective Date of this Amendment, (a) Base Rent for the Premises shall be Twenty Six Thousand Four Hundred Thirteen and 32/100ths Dollars (\$26,413.32 [\$2.06psf/mo.]) per month and (b) if Subtenant is entitled to and timely and properly exercises its option to extend the Term by the Second Option Term, Base Rent for each month of the Second Option Term shall be the amount of Twenty Three Thousand Seven Hundred Twenty and 70/100ths Dollars (\$23,720.70 [\$1.85 psf/mo.]).

7. Tenant Improvements. Subject to obtaining Master Landlord's consent under the Master Lease, if and to the extent required, Sublandlord shall provide, at no cost to NXP (a) if and only if Subtenant uses the Building standard system (and otherwise Sublandlord shall have no obligations with respect to such card readers), one (1) electronic card reader at each of five (5) Subtenant entry doors specified as "NXP Card Reader" on Exhibit B hereto and (b) a demising wall between rooms 249 and 251 to demise the Sublease Premises from adjacent space.

8. Parking. Notwithstanding anything to the contrary in the Sublease, Subtenant shall have the right to use (only) up to 36 of the surface parking spaces for the 9808 Building, unreserved and in common with all other tenants and their permittees, subject to reduction pro rata upon any reduction in the square footage of the Sublease Premises.

9. Condition to Effectiveness. A condition to the effectiveness of this Amendment is the mutual execution and delivery by Sublandlord and Trident of the Trident Sublease on terms and conditions satisfactory to Sublandlord and Trident.

10. Sublease in Effect. Sublandlord and Subtenant acknowledge and agree that the Sublease, except as amended by this Amendment, remains unmodified and in full force and effect in accordance with its terms.

11. Entire Agreement. This Amendment embodies the entire understanding between Sublandlord and Subtenant with respect to the subject matter hereof and can be changed only by an instrument in writing executed by both Sublandlord and Subtenant.

12. Conflict of Terms. In the event that there is any conflict or inconsistency between the terms and conditions of the Sublease and those of this Amendment, the terms and conditions of this Amendment shall control and govern the rights and obligations of the parties hereto.

IN WITNESS WHEREOF, the undersigned have entered into this Amendment to be effective as of the date first above written.

NXP Semiconductors USA, Inc., a
Delaware corporation

Conexant Systems, Inc., a
Delaware corporation

By: Randell J. McMills

Name: RANDELL J. MCMILLS

Title: SENIOR VICE PRESIDENT
REGIONAL EXECUTIVE

By: Tina Cardanini

Name: Tina Cardanini

Title: Chief Accounting Officer

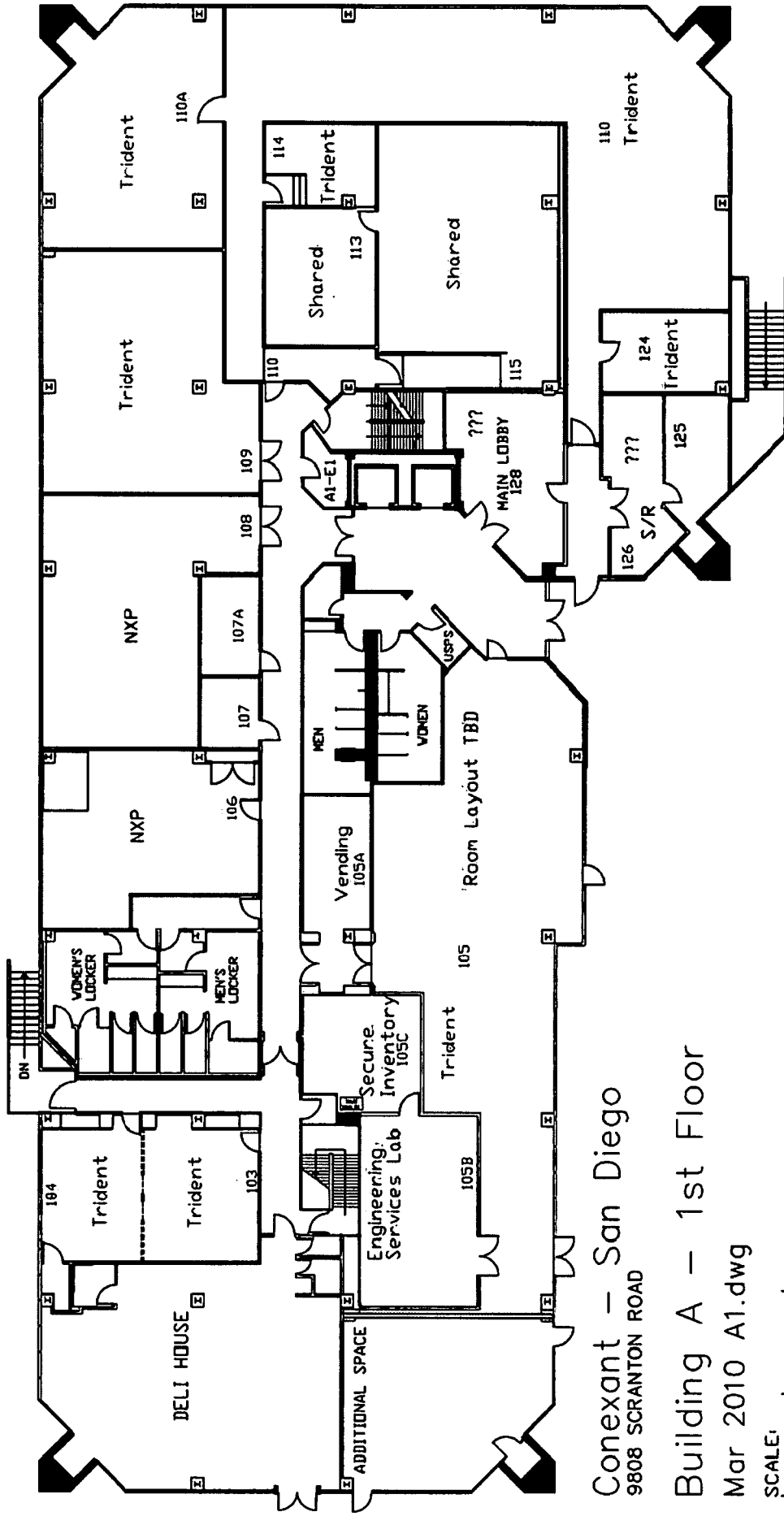
By: J. Cisneros

Name: JACOB L. CISNEROS

Title: MANAGER
FACILITIES & CORPORATE REAL ESTATE

Exhibit A

Depiction of Sublease Premises



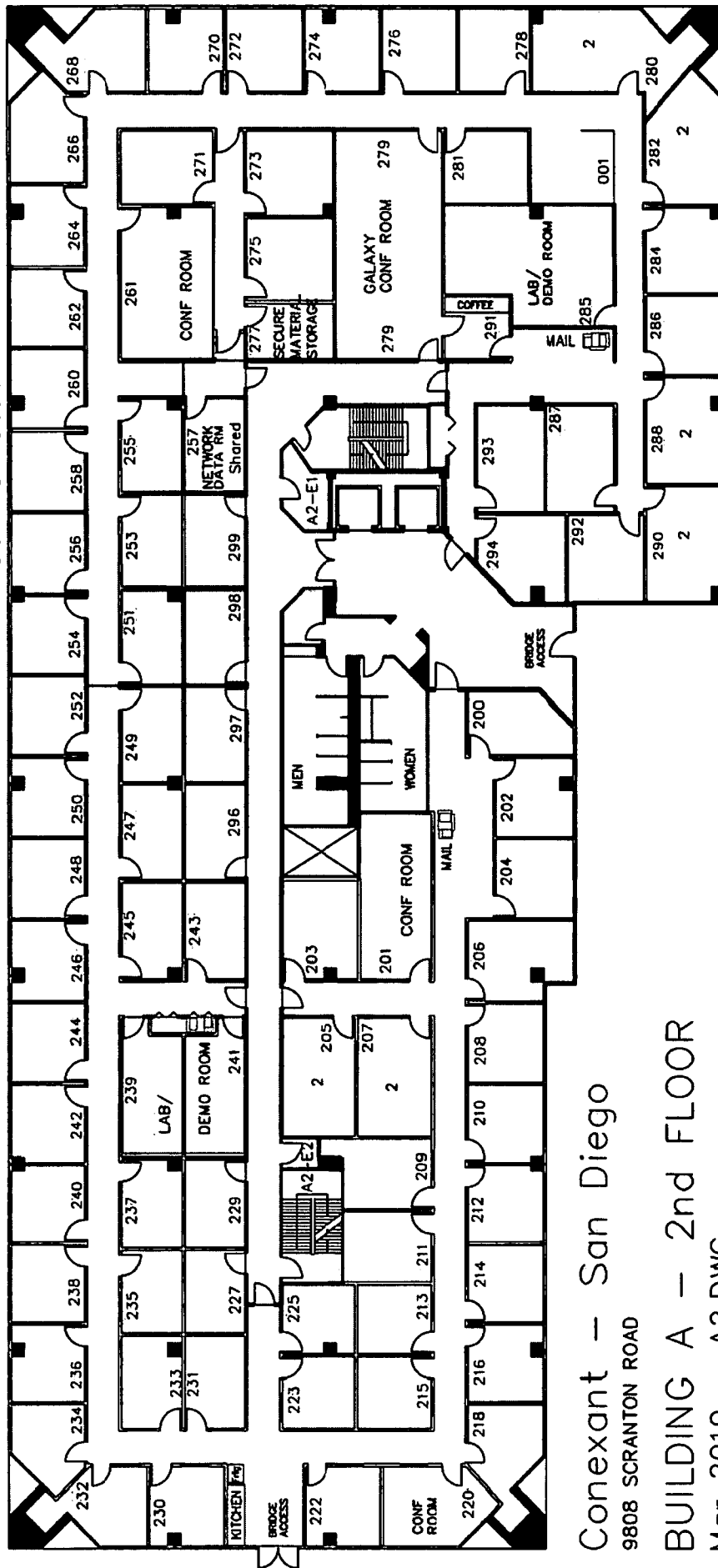
Conexant - San Diego
 9808 SCRANTON ROAD

Building A - 1st Floor

Mar 2010 A1.dwg

SCALE: 0 4 8 16 32
 20,535 Rentable Sq Ft
 <--- North

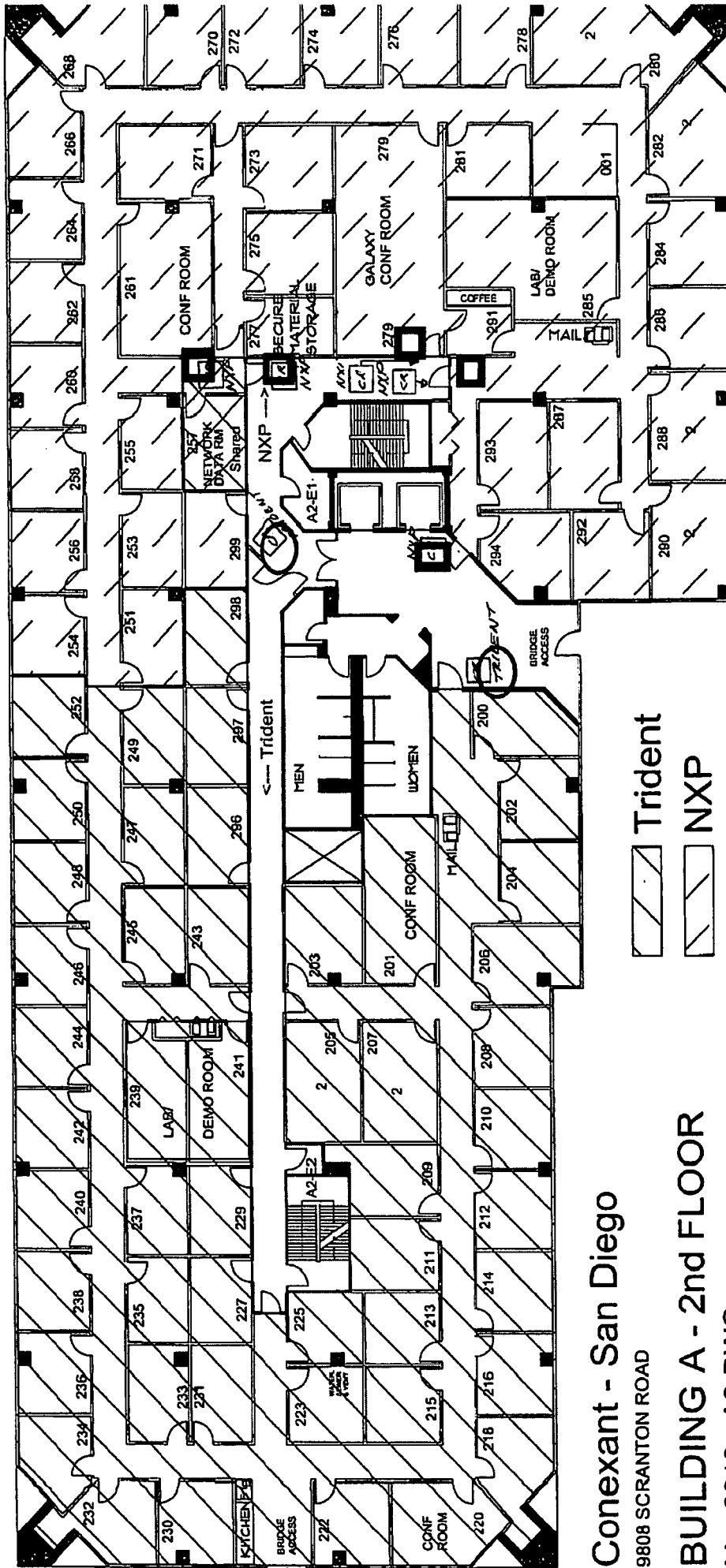
<--- Trident 47 workstations NXP 36 workstations --->



Conexant - San Diego
 9808 SCRANTON ROAD
 BUILDING A - 2nd FLOOR
 Mar 2010 - A2.DWG

SCALE: 0 4 8 16 32
 20,607 Rentable Sq Ft
 <--- North

Exhibit B
Electronic Card Readers



Conexant - San Diego

9808 SCRANTON ROAD

BUILDING A - 2nd FLOOR

Mar 2010 - A2.DWG

SCALE:



20,607 Rentable Sq Ft

<-- North

Trident

NXP

Shared

CA = ACCESS CARD READER

NXP CARD READER

TRIDENT CARD READER



May 23, 2013

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

RE: Conexant Systems, Inc.
Case No. 13-10367 (MFW)

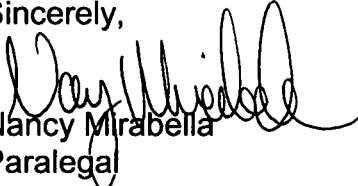
Dear Gentleperson:

Enclosed, please find the Proof of Claims filed on behalf of NXP Semiconductors USA, Inc in the bankruptcy proceeding for Conexant Systems, Inc.

Please note that the mailing address on the Notice of Dates By Which Parties Must File Proof of Claims was sent to an inactive address of NXP. Accordingly, please update your address for our NXP to:

411 E. Plumeria Drive
San Jose, CA 95134

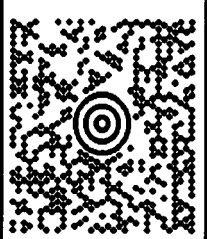
Sincerely,


Nancy Mirabella
Paralegal

/Enc.

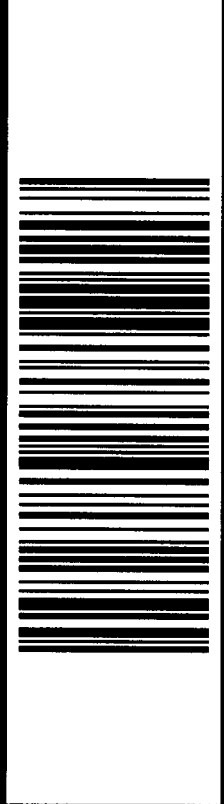
SHIPPING AND RECEIVING 1.0 LBS LTR 1 OF 1
 4085185315 5315
 NXP SEMICONDUCTORS
 411 E PLUMERIA DR.
 SAN JOSE CA 95134

SHIP TO:
 CONEXANT SYSTEMS CLAIMS PROCESSING
 BCM GROUP, INC
 18675 LAKE DRIVE EAST
 CHANHASSEN MN 55317-9383



MN 559 9-03

UPS 2ND DAY AIR 2
 TRACKING #: 1Z 954 061 02 9211 4130



BILLING: P/P
 COST CENTER: S9073
 S9073
 CS 15.1.1.0. WNTNVS0 39.0A. 04/2013

FOLD HERE

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
 UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.
 Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip 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 CampusShip and select UPS Locations.
 Customers with a Daily Pickup
 Your driver will pickup your shipment(s) as usual.

UPS CampusShip: View/Print Label

RECEIVED
MAY 28 2013
BMC GROUP