

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

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In re	:	Chapter 11
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Trident Microsystems, Inc., <i>et al.</i> , <sup>1</sup>	:	Case No. 12-10069 (CSS)
	:	
Debtors.	:	(Jointly Administered)
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	X	

**NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES OF THE DEBTORS  
THAT MAY BE ASSUMED AND ASSIGNED**

**PLEASE TAKE NOTICE** that, on January 4, 2012, the above-captioned debtors and debtors in possession (the “Debtors”) commenced chapter 11 bankruptcy cases. On January 4, 2012, the Debtors filed the *Motion of the Debtors and Debtors in Possession Pursuant to Section 105(a), 363 and 365 of the Bankruptcy Code for an Order (i)(a) Approving Procedures in Connection With the Sale of Certain of the Debtors’ Assets Related to Their Set Top Box Business; (b) Approving the Stalking Horse Protections; (c) Scheduling Related Auction and Hearing to Consider Approval of Sale; (d) Approving Procedures Related to the Assumption of Certain of the Debtors’ Executory Contracts and Unexpired Leases; (e) Approving the Form and Manner of Notice Thereof; and (f) Granting Related Relief; and (ii)(a) Authorizing the Sale of Certain of the Debtors’ Assets Related to Their Set Top Box Business Pursuant to the Successful Bidder’s Asset Purchase Agreement Free and Clear of Liens, Claims, Encumbrances, and Other Interests (b) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (c) Granting Related Relief (the “Motion”)*<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that, on January 18, 2012, the Court entered an Order (the “Bidding Procedures Order”) approving, among other things, the Bidding Procedures requested in the Motion, which Bidding Procedures Order governs (i) the bidding process for the sale of certain tangible and intangible assets related to the set-top box business (the “Purchased Assets”) of the Debtors and of each of the Debtors’ subsidiaries that owns Purchased Assets and (ii) procedures for the assumption and assignment of certain of the Debtors’ executory contracts and unexpired leases.

<sup>1</sup> The Debtors are the following two entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Trident Microsystems, Inc. (6584) and Trident Microsystems (Far East) Ltd. The mailing address of each of the Debtors, solely for purposes of notices and communications, is 1170 Kifer Road, Sunnyvale, California 94086.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.



**PLEASE TAKE FURTHER NOTICE** that the Motion also seeks Court approval of the sale (the “Sale”) of the Purchased Assets to the Successful Bidder, free and clear of all liens, claims, interests and encumbrances pursuant to section 363 of the Bankruptcy Code, including the assumption by the Debtors and assignment to the buyer of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code (the “Assumed Executory Contracts”)<sup>3</sup>. Within 24 hours after adjournment of the Auction (if any), the Debtors shall file a notice identifying the Successful Bidder with the Bankruptcy Court and serve such notice by fax, email or overnight mail to all counterparties whose contracts are to be assumed and assigned.

**PLEASE TAKE FURTHER NOTICE** that an evidentiary hearing (the “Sale Hearing”) to approve the Sale and authorize the assumption and assignment of the Assumed Executory Contracts will be held on **February 27, 2012 at 2:00 p.m.** (prevailing Eastern Time), before the Honorable Christopher S. Sontchi, United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801, 5th Floor, Courtroom 6. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that, consistent with the Bidding Procedures Order, the Debtors may seek to assume an executory contract or unexpired lease to which you may be a party. The Assumed Executory Contract is described on Exhibit 1 attached to this Notice. The amount shown on Exhibit 1 hereto as the “Cure Amount” is the amount, if any, based upon the Debtors’ books and records, which the Debtors assert is owed to cure any defaults existing under the Assumed Executory Contract.

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the Cure Amount shown for the Assumed Executory Contract(s) on Exhibit 1 to which you are a party, you must file in writing with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801, an objection on or before 4:00 p.m. (prevailing Eastern Time) on **February 16, 2012**. Any objection must set forth the specific default or defaults alleged and set forth any cure amount as alleged by you. If a contract or lease is assumed and assigned pursuant to a Court order approving same, then unless you properly file and serve an objection to the Cure Amount contained in this Notice, you will receive at the time of the closing of the sale (or as soon as reasonably practicable thereafter), the Cure Amount set forth herein, if any, with payment made pursuant to the terms of the applicable purchase agreement and any order approving the Sale. Any non-debtor party to an Assumed Executory Contract that fails to timely file and serve an objection to the Cure Amounts shall be forever barred from asserting that a Cure Amount is owed in an amount in excess of the amount, if any, set forth in the attached Exhibit 1.

**PLEASE TAKE FURTHER NOTICE** that if you have any other objection to the Debtors’ assumption and assignment of the Assumed Executory Contract to which you may be a party (other than an objection to the Cure Amount, which Cure Amount objection must be filed as set forth above), including without limitation, with respect to the buyer’s ability to provide

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<sup>3</sup> Inclusion of an agreement on Exhibit 1 is not a statement or admission that such Assumed Executory Contract constitutes an “executory contract” as that term is used in section 365 of the Bankruptcy Code.

adequate assurance of future performance under the Assumed Executory Contract, you also must file that objection in writing no later than 4:00 p.m. (prevailing Eastern Time) on **February 16, 2012** provided, however, that any counterparty to an Assumed Executory Contract may file and serve an objection to the assumption and assignment of the Assumed Executory Contract solely with respect to the Successful Bidder's ability to provide adequate assurance of future performance under the Assumed Executory Contract up to the time of the Sale Hearing, or raise it at the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that any objection you may file must be served so as to be received by the following parties by the applicable objection deadline date and time: (a) counsel to the Debtors: DLA Piper LLP (US), 203 N. LaSalle Street, Suite 1900, Chicago, IL 60601 (Fax: 312-236-7516) (Attn: Richard A. Chesley, Esq.) and DLA Piper LLP (US), 919 N. Market Street, Suite 1500, Wilmington, DE 19801 (Fax: 302-394-2341) (Attn: Stuart M. Brown, Esq.); (b) counsel to the Stalking Horse Purchaser: Cooley LLP, 1114 Avenue of the Americas, New York, New York 10036 (Attn: Cathy Hershcopf, Esq. (chershcopf@cooley.com) and Alex R. Velinsky (avelinsky@cooley.com)); (c) counsel to the Official Committee of Unsecured Creditors: Pachulski Stang Ziehl & Jones, LLP, 150 California Street, 15th Floor, San Francisco, California 94111 (Attn: John Fiero, Esq. (jfiero@pszjlaw.com)); and (d) the Office of the United States Trustee: U.S. Trustee, 844 King Street, Suite 2207, Lockbox #35, Wilmington, Delaware, 19899-0035 (Fax: 302-573-6497) (Attn: Juliet Sarkessian, Esq.) (Juliet.M.Sarkessian@usdoj.gov).

**PLEASE TAKE FURTHER NOTICE** that the buyer shall be responsible for satisfying any requirements regarding adequate assurance of future performance that may be imposed under sections 365(b) and (f) of the Bankruptcy Code, 11 U.S.C. § 101, *et seq.*, in connection with the proposed assignment of any Assumed Executory Contract. The Court shall make its determinations concerning adequate assurance of future performance under the Assumed Executory Contracts pursuant to 11 U.S.C. §§ 365(b) and (f) at the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that, in the event that the Debtors and the non-debtor party cannot resolve any Cure Amount Objection, the Debtors shall segregate any disputed Cure Amounts ("Disputed Cure Amounts") pending the resolution of any such disputes by the Court or mutual agreement of the parties. Cure Amount Objections may be resolved by the Court at the Sale Hearing, or at a separate hearing either before or after the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that, except to the extent otherwise provided in the Modified Purchase Agreement with the Successful Bidder, pursuant to section 365(k) of the Bankruptcy Code, the Debtors and the Debtors' estates shall be relieved of all liability accruing or arising after the effective date of assumption and assignment of the Assumed Executory Contracts.

**PLEASE TAKE FURTHER NOTICE** that nothing contained herein shall obligate the Debtors to assume any Assumed Executory Contracts or to pay any Cure Amount.<sup>4</sup>

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<sup>4</sup> "Assumed Executory Contracts" are those Contracts and Leases that the Debtors believe may be assumed and assigned as part of the orderly transfer of the Purchased Assets; however, the Successful Bidder may choose to

PLEASE TAKE FURTHER NOTICE THAT IF YOU DO NOT TIMELY FILE AND SERVE AN OBJECTION AS STATED ABOVE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITH NO FURTHER NOTICE.

ANY NON-DEBTOR PARTY TO ANY ASSUMED EXECUTORY CONTRACT WHO DOES NOT FILE A TIMELY OBJECTION TO THE CURE AMOUNT FOR SUCH ASSUMED EXECUTORY CONTRACT IS DEEMED TO HAVE CONSENTED TO SUCH CURE AMOUNT

Dated: February 3, 2012  
Wilmington, Delaware

Respectfully submitted,

/s/ Stuart M. Brown

Stuart M. Brown (DE 4050)  
Cynthia Moh (DE 5041)  
DLA PIPER LLP (US)  
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-and-

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PROPOSED ATTORNEYS FOR DEBTORS AND  
DEBTORS IN POSSESSION

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exclude certain of the Debtors' Contracts or Leases from the list of Assumed Executory Contracts as part of their Qualifying Bid, causing such Contracts and Leases not to be assumed by the Debtors.

# **EXHIBIT 1**

**Assumed Executory Contracts:**<sup>5</sup>

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
Access	Software Reproduction License Agreement No. 68693248, dated March 28, 2008, between Access and Conexant Systems, Inc., as assigned to NXP on August 8, 2008	\$0.00
Allegro DVT	Test Suites License Agreement, dated August 4, 2004, between Allegro DTV and Conexant Systems, Inc., as assigned to NXP on August 8, 2008	\$0.00
Allegro DVT	Amendment No. 1, dated January 27, 2005, to the Test Suites License Agreement, dated August 4, 2004, between Allegro DTV and Conexant Systems, Inc., as assigned to NXP on August 8, 2008	\$0.00
Allegro DVT	Amendment No. 2, dated March 3, 2005, to the Test Suites License Agreement, dated August 4, 2004, between Allegro DTV and Conexant Systems, Inc., as assigned to NXP on August 8, 2008	\$0.00
Allegro DVT	Amendment No. 3, dated April 6, 2006, to the Test Suites License Agreement, dated August 4, 2004, between Allegro DTV and Conexant Systems, Inc., as assigned to NXP on August 8, 2008	\$0.00
Allegro DVT	Amendment No. 4, dated August 30, 2006, to the Test	\$0.00

<sup>5</sup> Inclusion of an agreement on Exhibit 1 is not a statement or admission that such Assumed Executory Contract constitutes an “executory contract” as that term is used in section 365 of the Bankruptcy Code..

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Suites License Agreement, dated August 4, 2004, between Allegro DTV and Conexant Systems, Inc., as assigned to NXP on August 8, 2008	
Allegro DVT	Test Suites License Agreement, dated October 19, 2005, between Allegro DVT and NXP Semiconductors Netherlands B.V., as amended November 16, 2009	\$0.00
Allegro DVT	Amendment No. 1, dated November 16, 2009, to the Test Suites License Agreement, dated October 19, 2005, between Allegro DTV and NXP Semiconductors Netherlands B.V.	\$0.00
Allegro DVT	Purchase Order (NXP Semiconductors India Pvt Ltd.), dated December 3, 2007, under the Test Suites License Agreement, dated October 19, 2005, between Allegro DTV and NXP Semiconductors Netherlands B.V.	\$0.00
Allegro DVT	Purchase Order (NXP Semiconductors UK Ltd.), dated July 16, 2008, under the Test Suites License Agreement, dated October 19, 2005, between Allegro DTV and NXP Semiconductors Netherlands B.V.	\$0.00
Allegro DVT	Purchase Order (NXP Semiconductors India Pvt Ltd.), dated September 10, 2008, under the Test Suites License Agreement, dated October 19, 2005, between Allegro DTV	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	and NXP Semiconductors Netherlands B.V.	
Allegro DVT	Purchase Order (NXP Semiconductors France), dated November 18, 2008, under the Test Suites License Agreement, dated October 19, 2005, between Allegro DTV and NXP Semiconductors Netherlands B.V.	\$0.00
Arasan Chip Systems Inc.	Amendment No. 1, dated November 6, 2006, to License Agreement No. TLA03019 dated January 23, 2003, between Arasan Chip Systems Inc. and NXP Semiconductors Netherlands B.V.	\$0.00
Arasan Chip Systems Inc.	Amendment No. 5, dated March 31, 2008, to License Agreement No. TLA03019 dated January 23, 2003, between Arasan Chip Systems Inc. and NXP Semiconductors Netherlands B.V.	\$0.00
Arasan Chip Systems Inc.	Amendment No. 6, dated August 25, 2009, to License Agreement No. TLA03019 dated January 23, 2003, between Arasan Chip Systems Inc. and NXP Semiconductors Netherlands B.V.	\$0.00
Arasan Chip Systems, Inc.	License No. TLA03019 dated January 23, 2003, between Arasan Chip Systems, Inc. and NXP Semiconductors Netherlands B.V.	\$0.00
Arasan Chip Systems, Inc.	Amendment No. 2, unknown date, to License Agreement No. TLA03019 dated January 23,	\$0.00



COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	2003, between Arasan Chip Systems Inc. and NXP Semiconductors Netherlands B.V.	
Arasan Chip Systems, Inc.	Amendment No. 3, unknown date, to License Agreement No. TLA03019 dated January 23, 2003, between Arasan Chip Systems Inc. and NXP Semiconductors Netherlands B.V.	\$0.00
Arasan Chip Systems, Inc.	Amendment No. 4, unknown date, to License Agreement No. TLA03019 dated January 23, 2003, between Arasan Chip Systems Inc. and NXP Semiconductors Netherlands B.V.	\$0.00
ARM Limited	Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02589, ARM1176JZ-S Core, dated December 31 2010, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02612, DDR2 PHY – TSMC 45nm LP, dated December 31 2010, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
ARM Limited	Annex 1, LEC-ANX-02610, L220 and PL310, dated December 31 2010, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02611, Logic Vision memBIST Models, dated December 31 2010, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02364, ARM926EJ-S Core, dated January 25 2011, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02367, Coresight DK9 and Coresight DK-A9, dated January 25 2011, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02636, Cortex-A9 and Cortex-A9 Neon, dated January 25 2011, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
ARM Limited	Annex 1, LEC-ANX-02633, Cortex-A9 MPCORE, dated January 25 2011, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02635, Cortex-M3 CORE + ETM, dated January 25 2011, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02638, Fixed System Product – L2C-310, dated January 25 2011, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02685, MALI400-MP GPU, dated January 25 2011, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00
ARM Limited	Annex 1, LEC-ANX-02639, Processor Optimization Package –TSMC 40nm CLN40LP Cortex-A9, dated January 25 2011, to the Technology License Agreement, dated November 9, 2010, between ARM Limited and Trident Microsystems (Far East) Ltd.	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	East) Ltd.	
ARRIS International, Inc.	ARRIS Software License Agreement No. 68687996, August 12, 2002, between ARRIS International, Inc. and Conexant Systems Inc.	\$0.00
Arrow Electornics (Shenzhen) Co., Ltd.	Software License Agreement (PNX 847x), dated February 22, 2011, between Trident Microsystems (Far East) Limited and Arrow Electornics (Shenzhen) Co., Ltd.	\$0.00
Atheros	Reference Design Development Agreement, dated March 12, 2010, between Atheros Communications, Inc. and Trident Microsystems (Far East) Ltd.	\$0.00
AVNET	Software License Agreement (PNX 8482, PNX 8483, PNX 8474), dated December 15, 2010, between Trident Microsystems (Far East) Limited and AVNET	\$0.00
BitRouter	License Agreement for the EIA708B Closed Captioning SW Stack for Trinity, including a Services Agreement for porting to Trinity, dated May 11, 2005, between BitRouter and Conexant Systems, Inc.	\$0.00
BitRouter	Amendment No. 1, dated July 12, 2005, to the License Agreement for the EIA708B Closed Captioning SW Stack for Trinity, including a Services Agreement for porting to Trinity dated May 11, 2005, between BitRouter and	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Conexant Systems, Inc.	
BitRouter	Amendment No. 2, dated September 27, 2005, to the License Agreement for the EIA708B Closed Captioning SW Stack for Trinity, including a Services Agreement for porting to Trinity dated May 11, 2005, between BitRouter and Conexant Systems, Inc.	\$0.00
BitRouter	Amendment No. 3, dated April 18, 2008, to the License Agreement for the EIA708B Closed Captioning SW Stack for Trinity dated May 11, 2005, between BitRouter and Conexant Systems, Inc.	\$0.00
BitRouter	Amendment No. 4, dated November 11, 2008, to the License Agreement for the EIA708B Closed Captioning SW Stack for Trinity dated May 11, 2005, between BitRouter and NXP B.V.	\$0.00
BitRouter	Amendment No. 5, dated March 9, 2009, to the License Agreement for the EIA708B Closed Captioning SW Stack for Trinity dated May 11, 2005, between BitRouter and NXP B.V.	\$0.00
BitRouter	Limited Software Evaluation License Agreement, dated June 8, 2010, between BitRouter and Trident Microsystems (Far East) Ltd.	\$0.00
BitRouter	HD-DTA Professional Services Agreement, dated October 3, 2011, between BitRouter and	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Trident Microsystems (Far East) Ltd.	
BitRouter	HD-DTA Software License and Support Agreement, dated October 3, 2011, between BitRouter and Trident Microsystems (Far East) Ltd.	\$0.00
BitRouter	Limited Software Evaluation License Agreement, dated October 21, 2009, between NXP Semiconductors USA, Inc. and BitRouter	\$0.00
Blunk Microsystems	Software License Agreement (TargetFFS-NAND flash-Embedded Flash File System) CPO-417, dated January 15, 2007, between NXP Semiconductors Netherlands B.V. and Blunk Microsystems	\$0.00
Borland Software Corp.	First Amendment to the License Terms, dated August 13, 2008, between Conexant Systems, Inc. and Borland Software Corp.	\$0.00
Borland Software Corp.	Term Quotation, dated August 8, 2008, between Borland Software Corp. and NXP Semiconductors	\$0.00
Cable Television Laboratories	CableLabs DCAS Transport Processor License (Cable Television Laboratories) (tied with Polycipher), September 6, 2006, between Cable Television Laboratories and Conexant Systems, Inc.	\$0.00
Cable Television Laboratories, Inc.	CableLabs Contribution and License Agreement for Intellectual Property (Home	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Networking) No. 68686742, dated December 15, 2000, between Cable Television Laboratories, Inc. and Conexant Systems Inc.	
Cable Television Laboratories, Inc.	CableLabs Data over Cable Service Interface Specifications (DOCSIS) License Agreement No. 68687521, March 16, 2002, between Cable Television Laboratories, Inc. and Conexant Systems Inc.	\$0.00
Cable Television Laboratories, Inc.	Amendment, dated January 21, 2002, to the CableLabs DOCSIS License Agreement No. 68687521, March 16, 2002, between Cable Television Laboratories, Inc. and Conexant Systems Inc.	\$0.00
Cable Television Laboratories, Inc.	Waiver Agreement, dated September 11, 2003, between Cable Television Laboratories, Inc. and Conexant Systems Inc., regarding the CableLabs DOCSIS/OpenCable DSG Specification (SP-DSG-101-0202280)	\$0.00
Cadence Design Systems B.V.	Software License and Maintenance Agreement, dated September 28, 2007, between Cadence Design Systems B.V., acting for itself and for the behalf of its Affiliates, and NXP Semiconductors Netherlands B.V., acting for itself and for the behalf of its Affiliates	\$190,766.00 [This is the combined cure amount for the two agreements to which Cadence Design Systems B.V. is a party.]
Cadence Design Systems B.V.	Transfer of Usage Agreement, dated February 26, 2010, between Cadence Design	\$190,766.00 [This is the combined cure amount for the two agreements to which

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Systems B.V., acting for itself and for the behalf of its Affiliates, and NXP Semiconductors Netherlands B.V., acting for itself and for the behalf of its Affiliates	<b>Cadence Design Systems B.V. is a party.]</b>
Cisco	Agreement regarding MoCA Development, dated November 18, 2010, between Cisco Systems, Inc. and Trident Microsystems (Far East) Ltd.	\$0.00
Cisco	Cisco Network Connection Agreement, dated June 11, 2010 between Cisco Systems, Inc. and Trident Microsystems, Inc.	\$0.00
Cisco	SOC Vendor Technology License Agreement, dated June 3, 2010, between Cisco Systems, Inc. and Trident Microsystems (Far East) Ltd.	\$0.00
Cisco	License Agreement for DTA Solution, dated May 7, 2010, between Cisco Systems, Inc. and Trident Microsystems (Far East) Ltd.	\$0.00
Cisco	Exhibit A-1 DTA-30 Licensed Software, dated May 7, 2010, between Cisco Systems, Inc. and Trident Microsystems (Far East) Ltd.	\$0.00
Cisco-Linksys LLC	License Agreement for Board Support Package, dated December 17, 2009, between Cisco-Linksys LLC and NXP, as assigned to Trident Microsystems (Far East) Ltd. effective February 8, 2010.	\$0.00



COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
Coding Technologies (Dolby)	Non-exclusive License Agreement for aacPlus Technology and Patents, dated February 18, 2004, between Conexant Systems, Inc. and Coding Technologies, as assigned to NXP on August 8, 2008	\$0.00
Comcast Cable Communications Management, LLC	Limited Software Evaluation License Agreement, dated July 15, 2009, between NXP Semiconductors USA, Inc. and Comcast Cable Communications Management, LLC	\$0.00
Comcast Corporation	Software License Agreement (PNX 847x, PNX 848x, PNX 849x), dated March 25, 2011, between Trident Microsystems, Inc. and Comcast Corporation	\$0.00
Comtech Technology Co., Ltd.	Software License Agreement (Satellite DVB-S2 Front-End), effective February 24, 2009, dated April 27, 2009, between NXP Semiconductors USA, Inc. and Comtech Technology Co., Ltd.	\$0.00
Conax AS	Chipset Manufacturer License Agreement, dated February 12, 2009, between Conax AS and NXP Semiconductors Netherlands B.V.	\$0.00
Conditional Access Licensing LLC	License Agreement, dated December 30, 2008, between Conditional Access Licensing LLC and NXP Semiconductors USA, Inc.	\$0.00
Conditional Access	Amendment No. 1, dated April 22, 2009, to License	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
Licensing LLC	Agreement, dated December 30, 2008, between Conditional Access Licensing LLC and NXP Semiconductors USA, Inc.	
Conditional Access Licensing LLC	Amendment No. 2, dated February 5, 2010, to License Agreement, dated December 30, 2008, between Conditional Access Licensing LLC and NXP Semiconductors USA, Inc.	\$0.00
Conditional Access Licensing LLC	Amendment No. 1, dated February 5, 2010, to License Agreement, dated January 6, 2010, between Conditional Access Licensing LLC and NXP Semiconductors USA, Inc.	\$0.00
Conditional Access Licensing, LLC	License Agreement, dated January 6, 2010, between Conditional Access Licensing, LLC and NXP Semiconductors USA, Inc.	\$0.00
Conexant (Dolphin)	Sublicense Agreement by and between Conexant Systems, Inc. and NXP Semiconductors, B.V. and Dolphin Technology, Inc. dated as of August 8, 2008.	\$0.00
Conexant Systems, Inc.	Sublease, dated April 1, 2010, by and between Conexant Systems, Inc. and Trident Microsystems, Inc., as amended by First Amendment to Sublease, dated April 1, 2011	\$0.00
Cryptography Research, Inc.	Cryptofirewall/SMK Technology License Agreement between NXP Semiconductors USA, Cryptography Research, Inc. and SypherMedia International, Inc., and dated as of November 11, 2009.	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
CT-PIM “Science and Technology Center for the Manaus Industrial Pole”	Software License Agreement (STB225 STB236 STB drivers), dated January 13, 2011, between CT-PIM “Science and Technology Center for the Manaus Industrial Pole” and Trident Microsystems (Far East) Ltd.	\$60,000.00
Cyclic Design, LLC	Intellectual Property License Agreement (concerning Source verilog for Cyclic Design G14 BCH Codec, supporting 2-1900 byte data blocks with ECC2-32, including associated documentation, C models and testbenches), dated December 18, 2009, between Cyclic Design, LLC and NXP Semiconductors Netherlands B.V.	\$0.00
Digital Keystone	Software License Agreement (Nevis and Ridge STB drivers), dated October 20, 2008, between NXP Semiconductors USA, Inc. and Digital Keystone	\$0.00
Digital Stream Technology, Inc.	Software License Agreement (PNX8470, PNX8471, PNX8472, PNX8473), dated June 21, 2011, between Trident Microsystems (Far East) Limited and Digital Stream Technology, Inc.	\$0.00
DirectTV	CDI Source Code License Agreement, dated November 3, 2006, between DIRECTV and Conexant Systems Inc., as assigned to NXP on August 8, 2008	\$236.69 [This is the combined cure amount for the three agreements to which DirectTV is a party.]
DirectTV	Amendment No. 1, dated April 19, 2007, to CDI Source Code	\$236.69 [This is the combined cure amount for the three

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	License Agreement, dated November 3, 2006, between DIRECTV and Conexant Systems Inc., as assigned to NXP on August 8, 2008	<b>agreements to which DirectTV is a party.]</b>
DirectTV	Network Access Agreement, dated November 3, 2006, between DIRECTV and Conexant Systems, Inc., as assigned to NXP on August 8, 2008	<b>\$236.69 [This is the combined cure amount for the three agreements to which DirectTV is a party.]</b>
Dolphin Technology, Inc.	Sublicense Agreement by and between Conexant Systems, Inc. and NXP Semiconductors, B.V. and Dolphin Technology, Inc. dated as of August 8, 2008.	\$0.00
Dwight Cavendish Systems	Manufacturer's Non-Assertion Agreement, dated November 1, 2007, between Dwight Cavendish Systems Limited and Conexant Systems, Inc. and Affiliates, as assigned to NXP on August 8, 2008	\$0.00
Eagle Kingdom (Shenzhen) Technologies	Software License Agreement (Libra STB drivers), dated September 9, 2010, between Eagle Kingdom (Shenzhen) Technologies and Trident Microsystems (Far East) Ltd.	\$0.00
Eagle Kingdom Technology (Shenzhen) Ltd.	Software License Agreement (Apollo/Shiner STB drivers), dated January 12, 2010, between NXP Semiconductors USA, Inc. and Eagle Kingdom Technology (Shenzhen) Ltd.	\$0.00
Eagle Kingdom Technology Ltd. (Hong Kong)	Software License Agreement (PNX847x, PNX848x, PNX849x, Apollo/Shiner), dated February 18, 2011,	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	between Eagle Kingdom Technology Ltd. (Hong Kong) and Trident Microsystems (Far East) Ltd.	
Embedded Alley Solutions, Inc.	Development and License Agreement, dated March 12, 2008, between Embedded Alley Solutions, Inc. and NXP Semiconductors Netherlands BV	\$0.00
GkWare e.K.	Software License Agreement, dated June 23, 2009, between NXP Semiconductors USA, Inc. and GkWare e.K.	\$0.00
GkWare eK.	Software License Agreement (PNX847x, PNX849x), dated September 22, 2011, between Trident Microsystems (Far East) Ltd. and GkWare eK.	\$0.00
Google	Integration and Distribution Agreement for Chip Manufactures dated November 21, 2011, between Google Ireland Ltd. and Trident Microsystems (Far East), Limited.	\$0.00
Google	Youtube Application Agreement dated August 16, 2011, between Google Ireland Ltd. and Trident Microsystems (Far East), Limited.	\$0.00
iPanel Technologies Ltd.	Software License Agreement (Libra STB drivers), dated April 14, 2009, between NXP Semiconductors USA, Inc. and iPanel Technologies Ltd.	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
iPanel TV Inc.	Software License Agreement (STB 225 drivers), dated December 11, 2009, between NXP Semiconductors USA, Inc. and iPanel TV Inc.	\$0.00
iPanel TV Inc.	Software License Agreement (PNX8470, 71, 72, 73, 74, 75, 82, 83), dated August 10, 2011, between Trident Microsystems (Far East) Ltd. and iPanel TV Inc.	\$0.00
Irdeto Access B.V.	Chip Personalization Agreement, dated May 13, 2010, between Irdeto Access B.V. and Trident Microsystems (Far East) Ltd.	\$0.00
IWEDIA S.A.	TV543/32 Driver Platform Toolkit License Letter, dated May 15, 2009, between NXP Semiconductors Netherlands B.V. and IWEDIA S.A.	\$0.00
Kifer Tech Investors LLC	Lease Agreement, dated March 5, 2010, by and among Kifer Tech Investors LLC and Trident Microsystems, Inc.	\$0.00
KiloPass Technology, Inc.	Hard IP Core License Agreement No. TRI-100907, dated September 29, 2010, between Kilopass Technology, Inc. and Trident Microsystems (Far East)	\$348,000.00 [This is the combined cure amount for the five agreements to which KiloPass Technology, Inc. is a party.]
KiloPass Technology, Inc.	Hard IP Core License Agreement No. 68693157, dated December 22, 2006, between Kilopass Technology, Inc. and Conexant Systems, Inc.	\$348,000.00 [This is the combined cure amount for the five agreements to which KiloPass Technology, Inc. is a party.]
KiloPass Technology, Inc.	Amendment No. 1, dated December 17, 2008, to Hard IP Core License Agreement No.	\$348,000.00 [This is the combined cure amount for the five agreements to which

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	68693157, dated December 22, 2006, between Kilopass Technology, Inc. and NXP Semiconductors Netherlands B.V.	<b>KiloPass Technology, Inc. is a party.]</b>
KiloPass Technology, Inc.	Amendment No. 2, dated December 17, 2008, to Hard IP Core License Agreement No. 68693157 dated December 22, 2006, between Kilopass Technology, Inc. and NXP Semiconductors Netherlands B.V.	\$348,000.00 [This is the combined cure amount for the five agreements to which KiloPass Technology, Inc. is a party.]
KiloPass Technology, Inc.	Letter Agreement re: NDS Ltd. Device Physical Evaluation Services for NXP on Kilopass OTP Technology, dated September 14, 2009, between Kilopass Technology, Inc. and NXP Semiconductors Netherlands B.V., also acting on behalf of its Affiliates.	\$348,000.00 [This is the combined cure amount for the five agreements to which KiloPass Technology, Inc. is a party.]
Latens Systems Limited	Latens Key Server Usage and License Agreement, dated November 12, 2007, between Latens Systems Limited and Conexant Systems Inc., as assigned to NXP on August 8, 2008.	\$0.00
Latens Systems Limited	Amendment No. 1, dated January 26, 2009, to the Latens Key Server Usage and License Agreement, dated November 12, 2007, between Latens Systems Limited and NXP Semiconductors Netherlands B.V.	\$0.00
Latens Systems Ltd.	Software License Agreement (Libra STB drivers for chipset CX2448x), dated April 23,	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	2009, between NXP Semiconductors USA, Inc. and Latens Systems Ltd.	
Lauterbach GmbH	Software License Agreement (PNX8470, 71, 72, 73, PNX8482, 83, 74, PNX849x, Apollo, Shiner), dated July 23, 2010, between Trident Microsystems (Far East) Ltd. and Lauterbach GmbH	\$12,134.83
LG Electronics	Software License Agreement (PNX847x, 8x, 9x), dated December 28, 2010, between Trident Microsystems (Far East) Ltd. and LG Electronics	\$0.00
LG Electronics Inc.	Licensing Agreement (format converter and de-interlacer modules/functions of the HDALL device), dated July 19, 2002, between LG Electronics Inc. and Conexant Systems, Inc.	\$0.00
LG Electronics Inc.	Source Code License Agreement (DVB-T Demodulator/Forward Error Correction), dated October 10, 2001, between Conexant Systems Inc., and its subsidiaries and affiliates, and LG Electronics Inc.	\$0.00
LG Electronics Inc.	Source Code License Agreement (Satellite Single/Dual Stream Generic Drivers), dated November 30, 2004, between Conexant Systems Inc., and its subsidiaries and affiliates, and LG Electronics Inc.	\$0.00
LG Electronics Inc.	License Letter confirming TV520/xx Reference Design	\$0.00



COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Toolkit License Agreement, dated May 16, 2007, between NXP Semiconductors Netherlands B.V. and LG Electronics Inc.	
LG Electronics, Inc.	UOCTOP Update License Letter, dated November 28, 2008, between NXP Semiconductors Netherlands B.V. and LG Electronics, Inc.	\$0.00
LITE-ON Technology Corp	Development and License Agreement (TV810 platform), dated July 7, 2006, between LITE-ON Technology Corp. and Philips Semiconductors B.V.	\$0.00
Mentor Graphics/Accelerated Technologies	Reference Platform License Agreement for AT software, dated December 23, 2004, between Conexant Systems, Inc. and Mentor Graphics Corporation.	\$100,000.00 [This is the combined cure amount for the two agreements to which Mentor Graphics / Accelerated Technologies is a party.]
Mentor Graphics/Accelerated Technologies	Sublicense Agreement for the Reference Platform License Agreement for AT software, dated October 24, 2008, between Conexant Systems Inc. and NXP B.V., regarding Reference Platform License Agreement for AT software, dated December 23, 2004, between Conexant Systems, Inc. and Mentor Graphics Corporation.	\$100,000.00 [This is the combined cure amount for the two agreements to which Mentor Graphics / Accelerated Technologies is a party.]
Micrium Inc.	Single End-Product Software License Agreement, dated June 29, 2009, between Micrium Inc. and NXP Semiconductors Netherlands B.V.	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
Micronas GmbH	Cross License Agreement, dated May 14, 2009, between Micronas GmbH and Trident Microsystems (Far East) Ltd.	\$0.00
Momentum Data Systems	Software License Agreement (PNX8482, 8483), dated May 5, 2010, between Trident Microsystems Inc. and Momentum Data Systems	\$2,875.00
Motorola General Instrument Corp. dba Connected Home Solutions Business	DCGHAL API Header Files and DCG-HAL Test Harness License Agreement, dated October 17, 2006, between Motorola General Instrument Corp. dba Connected Home Solutions Business and Conexant Systems, Inc.	\$0.00
Motorola General Instrument Corp. dba Connected Home Solutions Business	U-DTA PKI Services Agreement, dated September 11, 2009, between Motorola General Instrument Corp. dba Connected Home Solutions Business and NXP Semiconductors USA, Inc.	\$0.00
Motorola General Instrument Corp. dba Connected Home Solutions Business	Amendment No. 1, dated July 1, 2010 to U-DTA PKI Services Agreement, dated September 11, 2009, between Motorola General Instrument Corp. dba Connected Home Solutions Business and NXP Semiconductors USA, Inc.	\$0.00
Motorola Inc.	Product Development Agreement re: integration of Conexant IC into Motorola High Definition, Dual Advanced Decoding DVR STB, dated October 31, 2006, between Conexant Systems,	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Inc. and Motorola Inc.	
Motorola Inc.	Motorola Joint Development Agreement No. 68686575, dated December 5, 2000, between Motorola Inc. through Motorola's SPS and BCS and Conexant Systems Inc.	\$0.00
Motorola Inc.	Motorola Quake Mask Cost Sharing Agreement No. 68687993, dated July 17, 2002, between Motorola Inc. through its Semiconductor Products Sector and Conexant Systems Inc.	\$0.00
Motorola, Inc.	Corporate Supply Agreement, dated May 1, 2007, between Motorola, Inc. and NXP Semiconductors Netherlands B.V.	\$0.00
Nagravision S.A.	Chipset Personalization System & Personalization Records License Agreement No. 68688860, dated December 18, 2003, between Conexant Systems, Inc. and Nagravision S.A., as assigned to NXP Semiconductors Netherlands B.V. on August 8, 2008.	\$0.00
Nagravision S.A.	License Agreement for Open Market Chipset Personalization System & Personalization Records, dated March 7, 2007, between NXP Semiconductors France and Nagravision S.A.	\$0.00
Nagravision S.A.	NOCS Chipset Development and Deployment Agreement, dated March 7, 2007, between NXP Semiconductors France	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	and Nagravision S.A.	
Nagravision S.A.	NOCS 1.0 Chipset Certificate v 1.0.2 delivered to Conexant Systems, Inc. for the CX2415x Rev. C0, regarding Chipset Personalization System & Personalization Records License Agreement No. 68688860, dated December 18, 2003, between Conexant Systems, Inc. and Nagravision S.A., as assigned to NXP Semiconductors Netherlands B.V. on August 8, 2008.	\$0.00
NDS Limited	Conditional Access and Content Protection Integration and Product Development Agreement No. 68692185, dated March 9, 2006, between NDS Limited and Conexant Systems, Inc., as assigned to NXP Semiconductors Netherlands B.V. on August 8, 2008.	\$0.00
NDS Limited	First Amendment, dated May 30, 2008, to the Conditional Access and Content Protection Integration and Product Development Agreement No. 68692185, dated March 9, 2006, between NDS Limited and Conexant Systems, Inc., as assigned to NXP Semiconductors Netherlands B.V. on August 8, 2008.	\$0.00
NDS Limited	Conditional Access and Content Protection Integration and Product Development Agreement, dated March 3, 2006, between NDS Limited and Philips Semiconductors	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	International B.V.	
NDS Limited	Conditional Access Integration and Product Development Agreement No. 199900606, dated November 5, 1999, between Conexant Systems, Inc. and NDS Limited, as assigned to NXP B.V. on August 8, 2008.	\$0.00
NDS Limited	Amendment, dated June 12, 2000, the Conditional Access Integration and Product Development Agreement No. 199900606, dated November 5, 1999, between Conexant Systems, Inc. and NDS Limited, as assigned to NXP B.V. on August 8, 2008.	\$0.00
NDS Limited	Conditional Access Integration and Product Development Agreement No. 68688657, dated September 5, 2003, between NDS Limited and Conexant Systems Inc., as assigned to NXP Semiconductors Netherlands B.V. on August 8, 2008.	\$0.00
NDS Limited	Amendment, dated September 30, 2003, to Conditional Access Integration and Product Development Agreement No. 68688657, dated September 5, 2003, between NDS Limited and Conexant Systems Inc.	\$0.00
NDS Limited	Agreement, dated November 11, 2005, re: Conditional Access Integration and Product Development Agreement No. 68688657 dated September 5, 2003, between NDS Limited	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	and Conexant Systems Inc.	
NDS Limited	Letter Agreement, dated April 12, 2007, re: Conditional Access Integration and Product Development Agreement No. 68688657, dated September 5, 2003, between NDS Limited and Conexant Systems Inc.	\$0.00
NDS Limited	MediaHighway Driver Interface Specifications and Driver Interface Binaries Limited License Agreement No. 68691810, dated November 26, 2004, between NDS Limited and Conexant Systems Inc., as assigned to NXP on August 8, 2008.	\$0.00
NDS Limited	NDS Black Box Agreement, dated July 27, 2009, between NDS Limited and NXP Semiconductors Netherlands B.V.	\$0.00
NDS Limited	License VG-Based Conditional Access Technology Agreement No. 68692061, dated November 8, 2005, between NDS Limited and Conexant Systems, Inc., as assigned to NXP on August 8, 2008.	\$0.00
NDS Limited	Agreement for Consultancy Services, dated August 31, 2009, between NDS Limited and NXP Semiconductors Netherlands B.V.	\$0.00
NDS Limited	Amendment No. 1, dated January 22, 2010, to Integration and Product Development Agreement, dated June 18, 2009, between NDS Limited	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	and NXP Semiconductors USA, Inc.	
NDS Limited	Fusionos Harmonizer Shrinkwrap License No. 68692323, undated, between NDS Limited and Conexant	\$0.00
NDS Limited	Integration and Product Development Agreement, dated June 18, 2009, between NDS Limited and NXP Semiconductors USA, Inc.	\$0.00
NDS Limited	Evaluation License Agreement (CX24500, CX24501, PNX847x, PNX849x), dated September 1, 2011 (expiring December 4, 2011), between Trident Microsystems (Far East) Ltd. and NDS Limited	\$0.00
NDS Limited	First Amendment to the Limited Software Evaluation License Agreement, dated December 13, 201, between NDS Limited and Trident Microsystems (Far East) Ltd.	\$0.00
NEC Engineering, Ltd.	Nexperia Media Player Software Development Kit Software License Agreement for NXP Nexperia-IC Software, dated January 23, 2009, between NXP Semiconductors USA, Inc. and NEC Engineering, Ltd.	\$0.00
Neotion SAS	Technology License Agreement (N-Hub Software), dated May 4, 2006, between Philips Semiconductors BV and Neotion SAS.	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
NXP B.V.	Intellectual Property Transfer and License Agreement, dated February 7, 2010, between NXP B.V. and NXP Holding 1 B.V.	\$0.00
NXP B.V.	IP License Agreement, dated April 29, 2008, as amended, between NXP B.V. and Conexant Systems, Inc.	\$0.00
NXP B.V.	Agreement for Partial Assignment and Sublicense of Conexant Contract, dated February 8, 2010, between NXP B.V. and Trident Microsystems (Far East) Ltd.	\$0.00
NXP B.V.	Sublicense Agreement, dated February 8, 2010, between NXP B.V. and NXP Holding 1 B.V.	\$0.00
Ocean Blue Software Ltd.	Software License Agreement (Apollo/Shiner STB drivers), dated July 7, 2010, between Ocean Blue Software ltd. and Trident Microsystems (Far East) Ltd.	\$0.00
On2 Technologies, Inc.	Source Code License and Software Distribution Agreement (VP6, VP7, and VP8 encoders and decoders), dated June 17, 2009, between On2 Technologies, Inc. and NXP Semiconductors Netherlands B.V.	\$0.00
Open-Silicon Inc.	Development Agreement, dated March 29, 2007, between NXP Semiconductors Netherlands B.V. and Open-Silicon Inc.	\$0.00
Open-Silicon Inc.	Statement of Work, dated March 29, 2007, to the Development Agreement dated	\$0.00



COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	March 29, 2007, between NXP Semiconductors Netherlands B.V. and Open-Silicon Inc.	
OpenTV	Collaboration Agreement re: Rapid Porting Program, dated July 9, 2007, between Conexant Systems, Inc. and OpenTV.	\$0.00
OpenTV	OpenTV License and Porting Agreement (Thomson Sun) No. 68686076, dated March 12, 1998, between OpenTV and Thomson Sun Interactive LLC, as assigned to Conexant Systems, Inc. on December 27, 1998 and NXP B.V. on August 8, 2008	\$0.00
OpenTV	Amendment No. 1, dated June 2, 1998, to the OpenTV License and Porting Agreement (Thomson Sun) No. 68686076, dated March 12, 1998, between OpenTV and Thomson Sun Interactive LLC, as assigned to Conexant Systems, Inc. on December 27, 1998 and NXP B.V. on August 8, 2008	\$0.00
OpenTV	Amendment No. 2, dated March 12, 2001, to the OpenTV License and Porting Agreement (Thomson Sun) No. 68686076, dated March 12, 1998, between OpenTV and Conexant Systems Inc., as assigned to NXP B.V. on August 8, 2008	\$0.00
OpenTV	Amendment No. 3, dated March 30, 2007, to the OpenTV License and Porting Agreement (Thomson Sun) No. 68686076, dated March 12, 1998, between OpenTV and Conexant Systems	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Inc., as assigned to NXP B.V. on August 8, 2008.	
PalmarySoft Ltd.	License Agreement No. 68692500, dated March 12, 2007, between PalmarySoft and Conexant Systems, Inc., as assigned to NXP on August 8, 2008.	\$0.00
PW Commerce Center LP	Office Lease, dated October 11, 2010, by and between PW Commerce Center LP and Trident Microsystems, Inc.	\$0.00
QualCore Logic, Inc.	Letter Agreement re: Transfer of Conexant Broadband Media Processing business to NXP and extension of grace period for NXP Manufacturing Rights, dated September 11, 2008, from NXP Semiconductors Netherlands B.V. (also acting for the benefit of its Affiliates) and QualCore Logic, Inc.	\$0.00
RaisingSun Digital Video Technology (Shanghai) Co. Ltd.	TV 543/32 Driver Platform Toolkit License Letter, dated March 25, 2009, between NXP Semiconductors Netherlands B.V. and RaisingSun Digital Video Technology (Shanghai) Co. Ltd.	\$0.00
Real Networks Inc.	Software Development Support Agreement - Level 1 (Helix DNA Technology), dated April 10, 2009, by and between RealNetworks Inc. and NXP Semiconductors (Shanghai) Ltd.	\$0.00
RealNetworks Inc.	Software License and Distribution Agreement, between RealNetworks, Inc. and Philips Semiconductors, Inc., effective as of December	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	28, 2001.	
RealNetworks Inc.	Amendment No. 1 dated May 25, 2005 to Software License and Distribution Agreement, between RealNetworks, Inc. and Philips Semiconductors, Inc., effective as of December 28, 2001.	\$0.00
RealNetworks Inc.	Rhapsody Direct Evaluation and Development Agreement between RealNetworks, Inc. and Trident Microsystems (Far East) Ltd., dated as of February 18, 2010.	\$0.00
RealNetworks Inc.	RealNetworks Community Source License—Commercial Use, for Helix DNA Client and Real Format Client Code between Trident Microsystems (Far East) Ltd. And RealNetworks Inc., dated August 17, 2010.	\$0.00
Red Embedded Consulting	Software License Agreement (Apollo/Shiner STB drivers), dated September 28, 2011, between Red Embedded Consulting and Trident Microsystems (Far East) Ltd.	\$0.00
Sarnoff	ATSC Compliance Bitstream License Agreement, dated September 12, 2003, between Sarnoff and Conexant Systems, Inc., as assigned to NXP on August 8, 2008	\$0.00
Sarnoff	Compliance Bitstreams License Agreement between Sarnoff Corporation and Trident Microsystems (Far East) Ltd.,	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	dated as of July 31, 2009	
Sarnoff	Amendment No. 1, dated December 1, 2009, to the Compliance Bitstreams License Agreement, dated July 29, 2009, between Sarnoff and Trident Microsystems (Far East) Ltd.	\$0.00
Sarnoff	Amendment No. 1, dated December 5, 2005, to the ATSC Compliance Bitstream License Agreement, dated September 12, 2003, between Sarnoff and Conexant , as assigned to NXP on August 8, 2008	\$0.00
Sarnoff	Amendment No. 2, dated July 10, 2007, to the ATSC Compliance Bitstream License Agreement, dated September 12, 2003, between Sarnoff and Conexant , as assigned to NXP on August 8, 2008	\$0.00
Sarnoff Corporation	ATSC Compliance Bitstream License Agreement, dated September 12, 2003, between Sarnoff and Conexant Systems, Inc., as assigned to NXP on August 8, 2008	\$0.00
Sarnoff Corporation	Compliance Bitstreams License Agreement between Sarnoff Corporation and Trident Microsystems (Far East) Ltd., dated as of July 31, 2009	\$0.00
Sarnoff Corporation	Amendment No. 1, dated December 1, 2009, to the Compliance Bitstreams License Agreement, dated July 29, 2009, between Sarnoff and	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Trident Microsystems (Far East) Ltd.	
Semiconductor Manufacturing International Corporation	Letter Agreement re: SMIC 90GP Combo Tape Out, dated April 3, 2009, between NXP Semiconductors Netherlands B.V. and Semiconductor Manufacturing International Corporation	\$0.00
Semiconductor Manufacturing International Corporation	SMIC 90GP Tape Out for Aquarius and Libra_B2, dated November 20, 2009, between NXP Semiconductors Netherlands B.V. and Semiconductor Manufacturing International Corporation	\$0.00
Shanghai Suntimes Electronic Technology Co. Ltd.	Software Development and License Agreement (software customized for Philips), dated December 1, 2004, between Shanghai Suntimes Electronic Technology Co., Ltd. and NXP Semiconductors USA, Inc. (f/k/a/ Philips Semiconductors, Inc.)	\$0.00
Sichuan Changhong Electric Co.	Collaborator Software License Agreement (RM Decoder for MSVD2), dated August 20, 2009, between NXP Semiconductors Netherlands B.V. and its Affiliates and Sichuan ChangHong Electric Co. Ltd.	\$0.00
Sichuan Changhong Electric Co.	Collaborator Software License Agreement, dated October 21, 2008, between NXP Semiconductors Netherlands B.V. and its Affiliates and Sichuan ChangHong Electric	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Co. Ltd.	
Sichuan ChangHong Electric Co. Ltd.	Source Code License Agreement Broadcast Set-top Box (Colorado/Brazos/Trinity), dated November 18, 2004, between Conexant Systems Inc. and Sichuan ChangHong Electric Co. Ltd.	\$0.00
Signet Design Solutions, Inc.	Professional Services Agreement, dated September 12, 2008, between NXP Semiconductors Netherlands B.V. and Signet Design Solutions, Inc.	\$0.00
Signet Design Solutions, Inc.	Letter and Proposed Statement of Work, dated August 13, 2008, from Signet to NXP Semiconductors Netherlands B.V.	\$0.00
Sorenson Media Inc.	Sorenson Spark Decoder Developer Technology License Agreement, dated February 1, 2009, between Sorenson Media, Inc. and NXP Semiconductors USA, Inc.	\$0.00
SVP	SVP Alliance Membership Agreement and Rules, dated August 30, 2006, between Conexant Systems, Inc. and Secure Video Productions (SVP)	\$0.00
SVP	Membership Agreement & Rules, dated August 23, 2004, between Conexant Systems, Inc. and Secure Video Productions (SVP)	\$0.00
SVPLA (NDS)	IC Manufacturer License Agreement, dated September	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	21, 2006, between SVPLA and Conexant Systems, Inc. and its Affiliates, as assigned to NXP on August 8, 2008.	
SVPLA (NDS)	Letter: re SVP IC Manufacturer License Agreement (technology under CA/CP Agreement will be licensed by SVPLA LLC instead of NDS Limited), dated October 10, 2006, between SVP Licensing Authority and Conexant Systems Inc.	\$0.00
Symmetry Electronics	Software License Agreement (Apollo/Shiner STB drivers), dated May 3, 2011, between Symmetry Electronics and Trident Microsystems (Far East) Ltd.	\$0.00
Synopsys (Chipidea Microelectronica S.A.)	License Agreement CPO-848 and SOW #257-11A/2007 for HDMI-RX IP, dated February 19, 2008, between Chipidea Microelectronica S.A. and its Affiliates and NXP Semiconductors Netherlands B.V., also acting on behalf of its Affiliates	\$0.00
Synopsys (Chipidea Microelectronica S.A.)	Engineering Change Order 25-3E/2008 to the SOW #257-11A/2007, dated November 27, 2008, between Chipidea Microelectronica S.A. and its Affiliates and NXP Semiconductors Netherlands B.V., also acting on behalf of its Affiliates]	\$0.00
Synopsys (Chipidea Microelectronica S.A.)	Amendment No. 1 to the SOW #257-11A/2007 (HDMI-RX 1.4), dated October 30, 2009, between Chipidea	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Microelectronica S.A. and its Affiliates and NXP Semiconductors Netherlands B.V., also acting on behalf of its Affiliates	
Synopsys (Chipidea Microelectronica S.A.)	License Agreement CPO-848, dated February 18, 2008, between Chipidea Microelectronica S.A. and its Affiliates and NXP Semiconductors Netherlands B.V., also acting on behalf of its Affiliates	\$0.00
Synopsys (TriCN)	Intellectual Property Development and License Agreement, dated February 8, 2005, between Conexant Systems, Inc. and TriCN, Inc.	\$0.00
Synopsys (TriCN)	Letter dated August 6, 2008, between Conexant Systems, Inc. and Synopsys re: Assignment and Consent to Use Certain Licenses, dated February 8, 2008, between Conexant Systems, Inc. and Synopsys Inc.	\$0.00
Synopsys (Virage Logic)	Letter re: Transfer of Conexant Broadband Media Processing business to NXP and grace period for NXP manufacturing rights, dated October 28, 2008, from NXP Semiconductor Netherlands B.V. and acknowledged and agreed to by Virage Logic Corporation	\$136,500.00 [This is the combined cure amount for the three agreements to which Synopsys (Virage Logic) is a party.]
Synopsys (Virage Logic)	Master License Agreement dated August 24, 2009, between Trident Microsystems (Far East) Ltd. and Virage Logic	\$136,500.00 [This is the combined cure amount for the three agreements to which Synopsys (Virage Logic) is a



COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	LLC.	<b>party.]</b>
Synopsys (Virage Logic)	Program Schedule No. 003, dated September 2, 2010 to the Master License Agreement dated August 24, 2009, between Trident Microsystems (Far East) Ltd. and Virage Logic LLC.	\$136,500.00 [ <b>This is the combined cure amount for the three agreements to which Synopsys (Virage Logic) is a party.]</b>
Synopsys International Limited	Purchase Frame Agreement No. VPA-700000828 dated May 3, 2002, and Attachments 2-6 thereto, by and among Synopsys Inc, Synopsys International Limited and NXP Semiconductors Netherlands B.V.	\$0.00
Synopsys International Limited	Purchase Agreement, dated August 1, 2008, by and among Synopsys Inc, Synopsys International Limited and NXP Semiconductors Netherlands B.V.	\$0.00
Synopsys International Limited	Commercial Attachment No. 7, dated April 8, 2009, DWC SATA PHY and SATA AHCI Controller, to the Purchase Frame Agreement No. VPA-700000828 dated May 3, 2002, by and among Synopsys Inc, Synopsys International Limited and NXP Semiconductors Netherlands B.V.	\$0.00
Synopsys International Limited	Commercial Attachment No. 8, dated October 30, 2009, Concerning Synopsys Licenses for DDR3, PCI Express, HDMI-RX upgrade, to the Purchase Frame Agreement No. VPA-700000828 dated May 3, 2002, by and among Synopsys	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	Inc, Synopsys International Limited and NXP Semiconductors Netherlands B.V.]	
Tara Systems	Software License Agreement, dated August 15, 2006, between Tara Systems GmbH and Philips Semiconductors B.V.	\$0.00
Tara Systems	Appendix No. 2, dated November 1, 2006, to the Software License Agreement, dated August 15, 2006, between Tara Systems GmbH and Philips Semiconductors B.V.	\$0.00
Tara Systems	Evaluation and Non-Disclosure Agreement, dated September 25, 2007, between NXP Semiconductors Netherlands B.V. and Tara Systems GmbH	\$0.00
Tara Systems	Multi Licensee Software Escrow Agreement, dated November 28, 2006, between TARA Systems GmbH, NCC Group GmbH, and Philips Semiconductors.	\$0.00
Technicolor USA, Inc. (f/k/a Thomson Inc.)	First Amendment (Apollo/Shiner STB drivers), dated February 3, 2011, to Software License Agreement dated as of December 13, 2005 by and between Conexant and Technicolor USA, Inc. (f/k/a Thomson Inc.) as assigned to NXP Semiconductors USA, Inc., between Trident Microsystems, Inc. and Technicolor USA, Inc. (f/k/a Thomson Inc.).	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
Tensilica	Tensilica Based Product Manufacture and Distribution Agreement, dated August 26, 2010, between Tensilica, Inc. and Trident Microsystems (Far East) Ltd.	\$0.00
TOMEN Electronics Corp.	GTV (“LOCTOP”) Software License Letter, dated August 12, 2009, between NXP Semiconductors Netherlands B.V. and TOMEN Electronics Corp.	\$0.00
Topaz Co., Ltd.	Software License Agreement, dated November 16, 2011, between Topaz Co., Ltd. and Trident Microsystems (Far East) Ltd.	\$0.00
TranSwitch	Technology License Agreement, dated February 9, 2009, between TranSwitch Corporation and NXP Semiconductors Netherlands B.V. and its Affiliates	\$0.00
Triple Play Integration LLC	Letter of Engagement #5, dated April 29, 2011, between Trident Microsystems India Private Limited and Triple Play Integration, LLC.	\$0.00
Triple Play Integration LLC	Letter of Engagement #5, dated March 29, 2011, between NG Microsystems India Pvt. Ltd. and Triple Play Integration LLC.	\$0.00
Triple Play Integration LLC	Letter of Engagement #4, dated January 25, 2011, between Trident Microsystems (Far East) Ltd. and Triple Play Integration LLC.	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
Triple Play Integration LLC	Letter of Engagement, dated October 30, 2009, between Trident Microsystems, Inc. and Triple Play Integration LLC.	\$0.00
Triple Play Integration, LLC	Limited Software Evaluation License Agreement, dated August 21, 2009, between NXP Semiconductors USA, Inc. and Triple Play Integration, LLC	\$0.00
Triple Play Integration, LLC	Amendment No. 1 (Nevis STB drivers), dated December 10, 2009, to Limited Software Evaluation License Agreement dated August 21, 2009, between NXP Semiconductors USA, Inc. and Triple Play Integration, LLC	\$0.00
Triple Play Integration, LLC	Software License Agreement (Apollo/Shiner STB drivers), dated August 18, 2011, between Trident Microsystems (Far East) Ltd. and Triple Play Integration LLC.	\$0.00
Vecima Networks	Software License Agreements (Apollo/Shiner STB drivers), dated September 16, 2010, between Vecima Networks and Trident Microsystems (Far East) Ltd.	\$0.00
WANdisco Inc.	WANdisco Software License Agreement, dated October 25, 2006, between WANdisco Inc. and Conexant Systems, Inc.	\$0.00
Winbox Technologies AG	Software License Agreement (Apollo/Shiner STB drivers), dated August 2, 2010, between Winbox Technologies AG and Trident Microsystems, Inc.	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
Winbox Technologies GmbH (f/k/a TeleGent GmbH)	Software License Agreement (PNX 8950 BSP), dated September 25, 2007, between TeleGent GmbH and NXP Semiconductors Netherlands B.V. on behalf of itself and its Affiliates	\$0.00
Winbox Technologies GmbH (f/k/a TeleGent GmbH)	Amendment No. 1 (Customer Process), dated November 13, 2007, to the Software License Agreement (PNX 8950 BSP), dated September 25, 2007, between TeleGent GmbH and NXP Semiconductors Netherlands B.V. on behalf of itself and its Affiliates	\$0.00
Winbox Technologies GmbH (f/k/a TeleGent GmbH)	Amendment No. 2 (SOW for Slingmedia), dated November 13, 2007, to the Software License Agreement (PNX 8950 BSP), dated September 25, 2007, between TeleGent GmbH and NXP Semiconductors Netherlands B.V. on behalf of itself and its Affiliates	\$0.00
Winbox Technologies GmbH (f/k/a TeleGent GmbH)	Amendment No. 3 (SOW for WinCE 6.0 for STB225 platform using PNX8935), dated December 21, 2007, to the Software License Agreement (PNX 8950 BSP), dated September 25, 2007, between TeleGent GmbH and NXP Semiconductors Netherlands B.V. on behalf of itself and its Affiliates	\$0.00
Winbox Technologies GmbH (f/k/a TeleGent GmbH)	Amendment No. 4 (BSP source code distribution), dated March 7, 2008, to the Software License Agreement (PNX 8950 BSP), dated September 25, 2007,	\$0.00

COUNTERPARTY	AGREEMENT NAME	CURE AMOUNT
	between Winbox Technologies GmbH (f/k/a TeleGent GmbH) and NXP Semiconductors Netherlands B.V. on behalf of itself and its Affiliates	
Winbox Technologies GmbH (f/k/a TeleGent GmbH)	Escrow Agreement, dated September 25, 2007, between Winbox Technologies GmbH (f/k/a TeleGent GmbH), NXP Semiconductors Netherlands B.V. and AKD Prinsen Van Wijmen N.V.	\$0.00
Wind River Systems, Inc.	Enterprise License Agreement, dated April 22, 2010, between Wind River Systems, Inc and Trident Microsystems (Far East) Ltd.	\$0.00
Wind River Systems, Inc.	Wind River Target Application License Agreement, dated March 19, 2010, between Wind River Systems, Inc. and Trident Microsystems (Far East) Ltd.	\$0.00
Wipro Limited	TV543/32 Driver Platform Toolkit License Letter, dated May 18, 2009, between NXP Semiconductors Netherlands B.V. and Wipro Limited	\$96,920.00