G729-Appendix_ II-01

Patent Statement and Licensing Declaration

This declaration does not represent an implied license grant

Please return to:

Director

Telecommunication Standardization Bureau International Telecommunication Union

Place des Nations

CH-1211 Geneva 20, Switzerland

Fax: +41 22 730 5853

Patent Holder/Organ	nization:			
Legal Name	Mindspeed Technologies Inc.			
Contact for license a	pplication:			
Name & Department	Legal Department			
Address	4000 MacArthur Blvd, Newport Beach, CA, 92660 USA			
	Newport Beach, CA, 92660 USA			
Tel.	+1 949 579 3000			
Fax				
E-mail	Ip.license@mindspeed.com			
URL (optional)	www.mindspeed.com			
ITU-T Recommenda	tion:			
Number	G.729 Appendix III			
Title	G.729 Annex B enhancements in voice-over-IP applications			
Licensing declaration				
implement the above I	eves to hold granted patents and/or pending applications, whose use would be required to TU-T Recommendation and hereby declares, in accordance with the Statement on ITU-T -T website), that (check one box only).			
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Negotiations	are left to the parties concerned and are performed outside the ITU-T.			
Also mark he conditions (h	ereif the Patent Holder reserves the right to license on reasonable terms and			

conditions (but not for free) to applicants who are only willing to license their patent claims, whose use would be required to implement the above ITU-T Recommendation, on reasonable terms and

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- The Patent Holder is unwilling to grant licenses according to the provisions of either 1 or 2 above. In this case, the following information must be provided as part of this declaration:
- patent registration/application number;
- an indication of which portions of the Recommendation are affected;
- a description of the patent claims covering the Recommendation.

Free: The word "free" does not mean that the Patent Holder is waiving all of its rights with respect to the essential patent. Rather, "free" refers to the issue of monetary compensation; *i.e.*, that the Patent Holder will not seek any monetary compensation as part of the licensing arrangement (whether such compensation is called a royalty, a one-time licensing fee, etc.). However, while the Patent Holder in this situation is committing to not charging any monetary amount, the Patent Holder is still entitled to require that the implementer of the ITU-T Recommendation sign a license agreement that contains other reasonable terms and conditions such as those relating to governing law, field of use, reciprocity, warranties, etc.

<u>Reciprocity</u>: As used herein, the word "reciprocity" means that the Patent Holder shall only be required to license any prospective licensee if such prospective licensee will commit to license its essential patent(s) or essential patent claim(s) for implementation of the same ITU-T Recommendation for free or under reasonable terms and conditions.

Organization Mindspeed Technologies Inc. Name of authorized person Title of authorized person Signature Place, Date Newport Beach, CA, July 26th 2005

FORM: 10 JULY 2004

	P atent Information (desired but not required)					
	No.	Registration Number/ Country	Title/ Inventor	Status [granted/		
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