

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
U.S. Bank National Association	06/27/2011
RECEIVING PARTY DATA	
Name:	Vitesse Semiconductor Corporation
Street Address:	741 Calle Plano
City:	Camarillo
State/Country:	CALIFORNIA
Postal Code:	93012
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6076115
Patent Number:	6085248
Patent Number:	6108713
Patent Number:	6167029
Patent Number:	6172990
Patent Number:	6393489
CORRESPONDENCE DATA	
Fax Number:	(949)955-1921
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	1161-148.001

OP \$240.00 6076115

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PATENT
REEL: 026517 FRAME: 0585

NAME OF SUBMITTER:

Daniel M. Cavanagh

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN PATENTS

This Release of Security Interest in Patents ("**Release**") is dated as of June 27, 2011 by U.S. Bank National Association, as trustee (the "**Secured Party**"), in favor of Vitesse Semiconductor Corporation (the "**Grantor**"). Capitalized terms not defined in this Release have meanings set forth for such terms in Indenture or Security Agreement (as respectively defined below).

WITNESSETH

WHEREAS, the Grantor, the bondholders from time to time party thereto and the Secured Party have entered into an Indenture dated as of October 30, 2009 (as may be amended and supplemented, the "**Indenture**");

WHEREAS, the Grantor and the Secured Party have entered into a Second Lien Security Agreement dated as of October 30, 2009 (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, the "**Security Agreement**") pursuant to which the Grantor has granted to the Secured Party a security interest in, among other things, all patent and patent applications (collectively, the "**Patents**"), to secure the Obligations (as defined in the Security Agreement) of the Grantor to the Secured Party pursuant to the Indenture;

WHEREAS, the Grantor and the Secured Party have entered into a Collateral Assignment (Intellectual Property dated as of October 30, 2009 (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, the "**Collateral Assignment**") pursuant to which the Grantor has assigned all of its right, title and interest in and to all of the present United States patents and the registrations and applications therefor owned by the Grantor to the Secured Party, such assignment to be effective only upon the occurrence and continuance of an Event of Default under the Indenture;

WHEREAS, Secured Party wishes to release and restore all right, title and interest in, to and under the Patents listed on Exhibit A hereto (the "**Released Patents**") to the Grantor and to dissolve any and all liens and encumbrances respecting such Released Patents;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Release of Lien. The Secured Party hereby notifies, acknowledges to and agrees that the security interest and lien in the Released Patents granted by Grantor to the Secured Party pursuant to the terms of the Security Agreement and the Collateral Assignment is terminated and released as of the date hereof, and that the Secured Party hereby releases, quitclaims, discharges and relinquishes unto the Grantor all of its right, title and interest of any kind or nature granted, assigned or conveyed in the Released Patents pursuant to the Security Agreement and the Collateral Assignment.

2. Recordation of Release. The Secured Party hereby agrees to take such further actions and to execute such further documents as Grantors may reasonably request to effect and evidence this Release of Security Interest in Patents, including, without limitation, the execution of any filings, statements, amendments,

recordations or other instruments required to maintain the applications or registrations of the Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

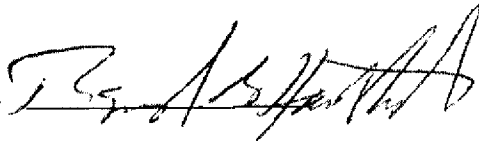
3. Governing Law. This instrument shall be governed by and construed in accordance with the laws of the State of New York and the United States of America.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Secured Party has executed this instrument effective as of the date first above written.

**U.S. BANK NATIONAL
ASSOCIATION, AS
TRUSTEE**

as Secured Party

By: 

Name: Raymond S. Haverstock
Vice President

Title:

Accepted and agreed to as
of the date first above written:

VITESSE SEMICONDUCTOR CORPORATION

By: 

Name: C P GARDNER

Title: CEO

Exhibit A

Released Patents

1. U.S. Patent No. 6,076,115, issued June 13, 2000, for an invention entitled MEDIA ACCESS CONTROL RECEIVER AND NETWORK MANAGEMENT SYSTEM;
2. U.S. Patent No. 6,085,248, issued July 4, 2000, for an invention entitled BUS MEDIA ACCESS CONTROL TRANSMITTER AND PARALLEL NETWORK MANAGEMENT SYSTEM;
3. U.S. Patent No. 6,108,713, issued August 22, 2000, for an invention entitled MEDIA ACCESS CONTROL ARCHITECTURES AND NETWORK MANAGEMENT SYSTEMS;
4. U.S. Patent No. 6,167,029, issued December 26, 2000, for an invention entitled SYSTEM AND METHOD FOR INTEGRATED DATA FLOW CONTROL;
5. U.S. Patent No. 6,172,990, issued January 9, 2001, for an invention entitled MEDIA ACCESS CONTROL MICRO-RISC STREAM PROCESSOR AND METHOD FOR IMPLEMENTING THE SAME;
6. U.S. Patent No. 6,393,489, issued May 21, 2002, for an invention entitled MEDIA ACCESS CONTROL ARCHITECTURES AND NETWORK MANAGEMENT SYSTEMS.