

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Whitebox VSC, Ltd.	06/28/2001
RECEIVING PARTY DATA	
Name:	Vitesse Semiconductor Corporation
Street Address:	741 Calle Plano
City:	Camarillo
State/Country:	CALIFORNIA
Postal Code:	93012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6605958
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Irvine, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	1161-165.000
NAME OF SUBMITTER:	Daniel M. Cavanagh
Total Attachments: 4 source=Whitebox Patent Release#page1.tif source=Whitebox Patent Release#page2.tif source=Whitebox Patent Release#page3.tif source=Whitebox Patent Release#page4.tif	

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PATENT

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RELEASE OF SECURITY INTEREST IN PATENTS

This Release of Security Interest in Patents ("**Release**") is dated as of June 28, 2011 by Whitebox VSC, Ltd. (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 Loan Agreement or Security Agreement (as respectively defined below).

WITNESSETH

WHEREAS, the Grantor, the lenders from time to time party thereto and the Secured Party have entered into a Loan Agreement dated as of August 23, 2007 (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, the "**Loan Agreement**") pursuant to which the Lenders have agreed to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor and the Secured Party have entered into a Security Agreement dated as of October 29, 2007 (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 Loan Agreement;

WHEREAS, the Grantor and the Secured Party have entered into a Collateral Assignment (Intellectual Property) dated as of October 29, 2007 (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, including the Patents listed on Exhibit A hereto (the "**Released Patents**"), to the Secured Party, such assignment to be effective only upon the occurrence and continuance of an Event of Default under the Loan Agreement;

WHEREAS, Secured Party wishes to release and restore all right, title and interest in, to and under the Released Patents hereto 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.

WHITEBOX VSC, LTD.

as Secured Party

By: 
Name: Anne Simpson
Title: Director

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

VITESSE SEMICONDUCTOR CORPORATION

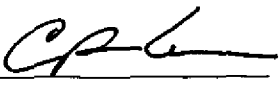
By: 
Name: C R GARDNER
Title: CEO

Exhibit A

Released Patents

1. U.S. Patent No. 6,605,958, Precision on-chip transmission line termination, issued August 12, 2003.
2. European Patent Application No. 20010250354, Precision on-chip transmission line termination, filed November 11, 2001 (abandoned).
3. Japanese Patent Application No. 2001-314262, Printed circuit board, circuit on integrated circuit and method for terminating transmission line, filed October 11, 2001 (abandoned).