

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2915126

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
U.S. BANK NATIONAL ASSOCIATION	06/18/2014
RECEIVING PARTY DATA	
Name:	VITESSE SEMICONDUCTOR CORPORATION
Street Address:	4721 CALLE CARGA
City:	CAMARILLO
State/Country:	CALIFORNIA
Postal Code:	93012
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7428599
Patent Number:	7200176
Patent Number:	7340662
Patent Number:	6604206
Patent Number:	6665347
Patent Number:	7817674
CORRESPONDENCE DATA	
Fax Number:	(949)955-1921
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	949-955-1920
Email:	kos_docketing@koslaw.com
Correspondent Name:	KLEIN, O'NEILL & SINGH, LLP
Address Line 1:	18200 VON KARMAN AVE.
Address Line 2:	SUITE 725
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	1161-148.003
NAME OF SUBMITTER:	DANIEL M. CAVANAGH
SIGNATURE:	/Daniel M. Cavanagh/
DATE SIGNED:	06/26/2014
Total Attachments: 5	

PATENT

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RELEASE OF SECURITY INTEREST IN PATENTS

This Release of Security Interest in Patents ("**Release**") is dated as of June 18, 2014 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 9, 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 16, 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.

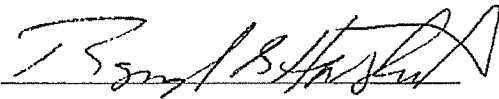
2. Recordation of Release. The Secured Party hereby agrees to take such further actions and to execute such further documents as Grantors may reasonably request to effect and evidence this Release of Security Interest in Patents, including, without limitation, the execution of any filings, statements,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

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

VITESSE SEMICONDUCTOR CORPORATION

By: _____

Name:

Title:

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

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

as Secured Party

By: _____
Name:
Title:

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


By: 
Name: C. P. G. G. G. G.
Title: CEO

EXHIBIT A
Released Patents

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
7428599	US	01/09/2004	Method for detecting link partner state during auto negotiation and switching local state to establish link Vikas Shahdarpuri
7200176	US	07/03/2002	Transformerless ethernet controller John Paulos
7340662	US	04/30/2003	Gbit/s transceiver with built-in self test features James Francis Mcelwee
6604206	US	05/30/2001	Reduced GMII with internal timing compensation Mandeep Singh Chadha
6665347	US	06/28/2001	Output driver for high speed Ethernet transceiver Nicholas van Bavel
7817674	US	01/09/2004	Output clock adjustment for a digital I/O between physical layer device and media access controller Marty Pflum

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