

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vitesse Semiconductor Corporation		06/07/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Obsidian, LLC, as Collateral Agent
Street Address:	2951 28th Street
Internal Address:	Suite 1000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1959483	VITESSE
Registration Number:	2370928	VELOCITY
Registration Number:	2428668	GIGAPOWER
Registration Number:	2451604	TERAPOWER
Registration Number:	2487476	V
Registration Number:	2511629	TIMESTREAM
Registration Number:	2526300	FIBRETIMER
Registration Number:	2543805	CROSSSTREAM
Registration Number:	2607738	NETWORK ON A CHIP
Registration Number:	2616224	FIBERSTREAM
Registration Number:	2637926	V-FRAME 2.5
Registration Number:	2637927	V-DRIVE 2.5
Registration Number:	2641504	V-PHY 2.5

CH \$740.00 1959483

Registration Number:	2661839	IQ2000
Registration Number:	2682324	VITESSE
Registration Number:	2692482	IQ2200
Registration Number:	2695611	SIMPLIPHY
Registration Number:	2695612	UNIPHY
Registration Number:	2695613	MAGNIPHY
Registration Number:	2697054	PACEMAKER
Registration Number:	2706045	MONITOR 4.8
Registration Number:	2735775	TERASTREAM
Registration Number:	2744204	IQ10G
Registration Number:	2761196	SIMPLIPIN I/O
Registration Number:	2766449	VERIPHY
Registration Number:	2890481	PACKET EXCHANGE MATRIX
Registration Number:	3004768	ACTIPHY
Registration Number:	3007582	FOCUS CONNECT
Serial Number:	78638645	PIXEQ

CORRESPONDENCE DATA

Fax Number: (212)822-5423
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-530-5000
Email: jnici@milbank.com
Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP
Address Line 1: One Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	37773-02900
NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	06/29/2006

Total Attachments: 17
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is dated as of June 7, 2006 and entered into by and among Vitesse Semiconductor Corporation, a Delaware corporation ("Grantor"), and each direct or indirect Subsidiary of Grantor listed on Exhibit A attached hereto and on the signature pages of this Agreement, and each Subsidiary of the Grantor or of any other Subsidiary party hereto from time to time (each individually a "Subsidiary" and all Subsidiaries, together with the Grantor, collectively, the "Grantors") in favor of Obsidian, LLC, as Collateral Agent.

In accordance with the Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors and the Collateral Agent, the Grantors have agreed to grant to the Collateral Agent a continuing security interest in, among other things, the Intellectual Property (as defined herein).

To induce said Collateral Agent to enter into and be bound by the terms of the Security Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement. As used herein, the following terms shall have the following meanings:

"Copyright License" means any and all rights now owned or hereafter acquired by any Person under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

"Intellectual Property" means any and all Licenses, Patents, Copyrights, Trademarks, and the goodwill associated with such Trademarks.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by any Person.

"Patent License" means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"Patents" means all of the following in which any Person now holds or

hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark.

“Trademarks” means all of the following now owned or hereafter existing or adopted or acquired by any Person: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which and of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. As security for the prompt and complete payment, performance and observance of all the Secured Obligations (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(c) of the Bankruptcy Code), each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to all Intellectual Property, whether now or hereafter existing and whether now owned or hereafter acquired, created or arising.

3. Schedules 1, 2 and 3 list all material Intellectual Property owned by each Grantor in its own name on the date hereof. On the date hereof, to each Grantor’s knowledge, all material Intellectual Property of such Grantor described on Schedules 1, 2 and 3 is valid, subsisting, unexpired and not unenforceable, has not been abandoned and does not infringe upon the intellectual property rights of any other Person.

4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

5. This Agreement shall be governed by, construed in accordance with and enforced under the laws of the State of New York, without regard to the principles of conflicts of law of such state.

6. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK AND HEREBY EXPRESSLY SUBMITS TO THE

PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN THE LOAN AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

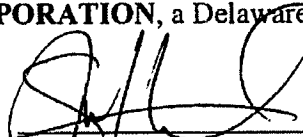
7. EACH OF THE GRANTORS AND THEIR SUBSIDIARIES HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EACH OF THE GRANTORS (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE COLLATERAL AGENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT COLLATERAL AGENT WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (II) ACKNOWLEDGES THAT THE COLLATERAL AGENT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

8. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Upon delivery, facsimiles of original signatures shall be effective as originals for all purposes.

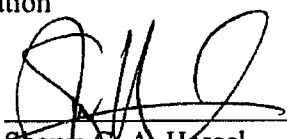
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

"Grantors"

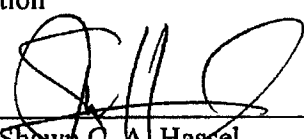
VITESSE SEMICONDUCTOR CORPORATION, a Delaware corporation

By: 
Name: Shawn C. A. Hassel
Title: Chief Financial Officer

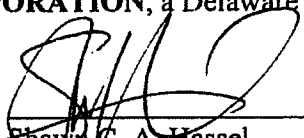
VITESSE INTERNATIONAL, INC., a Barbados corporation

By: 
Name: Shawn C. A. Hassel
Title: Chief Financial Officer

VITESSE MANUFACTURING & DEVELOPMENT CORPORATION, a Delaware corporation

By: 
Name: Shawn C. A. Hassel
Title: Chief Financial Officer

VITESSE SEMICONDUCTOR SALES CORPORATION, a Delaware corporation

By: 
Name: Shawn C. A. Hassel
Title: Chief Financial Officer

"Collateral Agent"

OBSIDIAN, LLC

By: 

Name: MARK L. WILDSWORTH

Title: Authorized Signatory

[Signature Page to IP Security Agreement]

EXHIBIT A
Grantors

1. Vitesse Semiconductor Corporation
2. Vitesse International, Inc.
3. Vitesse Manufacturing & Development Corporation
4. Vitesse Semiconductor Sales Corporation

SCHEDULE 1
COPYRIGHT COLLATERAL

None.

SCHEDULE 2

PATENT COLLATERAL

Patents:

Recorded Owner	Patent Title	Patent Number	Issue Date
Vitesse Semiconductor Corporation	Group III - V semiconductor devices with improved switching speeds	4935647	06/19/90
Vitesse Semiconductor Corporation	Current-steering FET logic circuit	4939390	07/03/90
Vitesse Semiconductor Corporation	Gate-to-ohmic metal contact scheme for III-V devices	5121174	06/09/92
Vitesse Semiconductor Corporation	Ohmic contact for III-V semiconductor devices	5144410	09/01/92
Vitesse Semiconductor Corporation	Static RAM cell with high speed and improved cell stability	5153852	10/06/92
Vitesse Semiconductor Corporation	High speed logic circuit	5180936	01/19/93
Vitesse Semiconductor Corporation	Method and apparatus for controlling clock skew	5204559	04/20/93
Vitesse Semiconductor Corporation	Multichannel self-routing packet switching network architecture	5341369	08/23/94
Vitesse Semiconductor Corporation	Digital logic output buffer interface for different semiconductor technologies	5600266	02/04/97
Vitesse Semiconductor Corporation	Distributed ramp delay generator	5694070	12/02/97
Vitesse Semiconductor Corporation	Process for forming ohmic contact for III-V semiconductor devices	5849630	12/15/98
Vitesse Semiconductor Corporation	Bus arrangements for interconnection of discrete and/or integrated modules in a digital system and associated method	5983303	11/09/99
Vitesse Semiconductor Corporation	Gallium arsenide voltage-controlled oscillator and oscillator delay cell	6034570	03/07/00
Vitesse Semiconductor Corporation	Media Access Control Receiver And Network Management System	6076115	06/13/00

Recorded Owner	Patent Title	Patent Number	Issue Date
Vitesse Semiconductor Corporation	Logic gates for reducing power consumption of gallium arsenide integrated circuits	6078194	06/20/00
Vitesse Semiconductor Corporation	Transimpedance amplifier with automatic gain control	6084478	07/04/00
Vitesse Semiconductor Corporation	Media access control transmitter and parallel network management system	6085248	07/04/00
Vitesse Semiconductor Corporation	Bus arrangements for interconnection of discrete and/or integrated modules in a digital system and associated method	6088753	07/11/00
Vitesse Semiconductor Corporation	Media access control architectures and network management system	6108713	08/22/00
Multilink Technology Corporation	Pulse Code Sequence Analyzer	6115416	09/05/00
Vitesse Semiconductor Corporation	Priority allocation in a bus interconnected discrete and/or integrated digital multi-module system	6119188	09/12/00
Vitesse Semiconductor Corporation	System and method for integrated data flow control	6167029	12/26/00
Vitesse Semiconductor Corporation	Media access control micro-RISC system processor and method for implementing the same	6172990	01/09/01
Vitesse Semiconductor Corporation	Adaptive data recovery system and methods	6178213	01/23/01
Vitesse Semiconductor Corporation	Multiple-phase-interpolation LC voltage-controlled oscillator	6204733	03/20/01
Vitesse Semiconductor Corporation	Common-gate transimpedance amplifier with dynamically controlled input impedance	6218905	04/17/01
Vitesse Semiconductor Corporation	Linearly expandable self-routing crossbar switch	6223242	04/21/01
Vitesse Semiconductor Corporation	Phase selection circuit	6229344	05/08/01
Vitesse Semiconductor Corporation	Method and apparatus for generating a time delayed signal with a minimum data dependency error using an oscillator	6229367	05/08/01

Recorded Owner	Patent Title	Patent Number	Issue Date
Vitesse Semiconductor Corporation	Controlled orthogonal current oscillator with ranging	6232844	05/15/01
Vitesse Semiconductor Corporation	Circuit and technique for digital reduction of jitter transfer	6263034	07/17/01
Vitesse Semiconductor Corporation	Priority allocation in a bus interconnected discrete and/or integrated digital multi-module system	6311244	10/30/01
Vitesse Semiconductor Corporation	Bus arrangements for interconnection of discrete and/or integrated modules in a digital system and associated method	6321285	11/20/01
Vitesse Semiconductor Corporation	High bandwidth clock buffer	6366140	04/02/02
Vitesse Semiconductor Corporation	High speed cross point switch routing circuit with word-synchronous serial back plane	6377575	04/23/02
Vitesse Semiconductor Corporation	Media access control architectures and network management systems	6393489	05/21/02
Vitesse Semiconductor Corporation	High bandwidth clock buffer	6462590	10/08/02
Vitesse Semiconductor Corporation	Multiple channel adaptive data recovery system	6463109	10/08/02
Vitesse Semiconductor Corporation	Module based address translation arrangement and transaction offloading in a digital system	6473813	10/29/02
Vitesse Semiconductor Corporation	Synchronous latching bus arrangement for interfacing discrete and/or integrated modules in a digital system and associated method	6493407	12/10/02
Vitesse Semiconductor Corporation	Method and apparatus for slurry distribution profile control in chemical-mechanical planarization	6514863	02/04/03
Versatile Optical Networks	Versatile Optical Switching For Wavelength-Division Multiplexed System	6535312	03/18/03
Vitesse Semiconductor Corporation	Programmable analog tapped delay line filter having cascaded differential delay cells	6545567	04/08/03
Vitesse Semiconductor Corporation	Dual-mixer loss of signal detection circuit	6559682	05/06/03

Recorded Owner	Patent Title	Patent Number	Issue Date
Vitesse Semiconductor Corporation	Pad calibration circuit with on-chip resistor	6566904	05/20/03
Versatile Optical Networks, Inc.	Actively-Controllable Optical Switches Based On Optical Position Sensing And Applications In Optical Switching Arrays	6580846	06/17/03
Vitesse Semiconductor Corporation	Reduced GMII with internal timing compensation	6604206	08/05/03
Vitesse Semiconductor Corporation	Precision on-chip transmission line termination	6605958	08/12/03
Vitesse Semiconductor Corporation	Clock buffer with DC offset suppression	6633191	10/14/03
Multilink Technology Corp.	Pulse Code Sequence Analyzer	6633605	10/14/03
Vitesse Semiconductor Corporation	Output driver for high speed Ethernet transceiver	6665347	12/16/03
Vitesse Semiconductor Corporation	Method of controlling the turn off characteristics of a VCSEL diode	6683896	01/27/04
Vitesse Semiconductor Corporation	Reed-solomon encoder and decoder	6694476	02/17/04
Vitesse Semiconductor Corporation	High speed cross point switch routing circuit with word-synchronous serial back plane	6700886	03/02/04
Vitesse Semiconductor Corporation	Monolithic loss-of-signal detect circuitry	6713749	03/30/04
Vitesse Semiconductor Corporation	Apparatus and method for angled coaxial to planar structure broadband transition	6727777	04/27/04
Multilink Technology Corporation	Clock And Data Recovery With A Feedback Loop To Adjust The Slice Level Of An Input Sampling Circuit	6737995	05/18/04
Multilink Technology Corporation	Limiting Amplifier Modulator Driver	6738173	05/18/04
Vitesse Semiconductor Corporation	Clock recovery unit which uses a detected frequency difference signal to help establish phase lock between a transmitted data signal and a recovered clock signal	6738922	05/18/04
Vitesse Semiconductor Corporation	Product code based forward error correction system	6738942	05/18/04

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Recorded Owner	Patent Title	Patent Number	Issue Date
Vitesse Semiconductor Corporation	Low temperature aluminum planarization process	6746950	06/08/04
Vitesse Semiconductor Corporation	Precise phase detector	6768347	07/27/04
Vitesse Semiconductor Corporation	High Speed Cross Point Switch Routing Circuit With Word-Synchronous Serial Back Plane	6801518	10/05/2004
Vitesse Semiconductor Corporation	Product code based forward error correction system	6810499	10/26/04
Multilink Technology Corporation	Adjustment Of A Clock Duty Cycle	6833743	12/21/04
Vitesse Semiconductor Corporation	Actuator-controlled mirror with Z-stop mechanism	6844952	01/18/05
Vitesse Semiconductor Corporation	Multiple element controlled optical coupling	6850661	02/01/05
Vitesse Semiconductor Corporation	Self-aligned bipolar transistor	6873029	03/29/05
Vitesse Semiconductor Corporation	Transparent transport overhead mapping	6904061	06/07/05
Vitesse Semiconductor Corporation	Control techniques and devices for an optical switch array	6925218	08/02/05
Vitesse Semiconductor Corporation	Method of overtone selection and level control in an integrated circuit CMOS negative resistance oscillator to achieve low jitter	6933793	08/23/05
Vitesse Semiconductor Corporation	Crosspoint switch with switch matrix module	6946948	09/20/05
Vitesse Semiconductor Corporation	Low-density parity check forward error correction	6948109	09/20/05
Vitesse Semiconductor Corporation	Switching mode regular for SFP Ethernet adaptor	6967471	11/22/05
Vitesse Semiconductor Corporation	Scalable clock distribution for multiple CRU on the same chip	6990162	01/24/06
Vitesse Semiconductor Corporation	Multiple channel adaptive data recovery system	6996202	02/07/06
Vitesse Semiconductor Corporation	Apparatus and method for inter-chip or chip-to-substrate connection with a sub-carrier	6998292	02/14/06
Vitesse Semiconductor Corporation	Method and apparatus for improved high-speed adaptive equalization	7003228	02/21/06

Pending Patent Applications:

Recorded Owner	Patent Title	Serial Number	Application Date
Vitesse Semiconductor Corporation	Method And Apparatus For Improved High-Speed Adaptive Equalization	09/955278	09/11/01
Vitesse Semiconductor Corporation	Optical Routers and Redundancy	10/012207	11/05/01
Vitesse Semiconductor Corporation	Automatic Lock Balancing In Switch Fabrics	10/020491	12/11/01
Vitesse Semiconductor Corporation	RZ Recovery	10/066982	02/01/02
Vitesse Semiconductor Corporation	Method And Apparatus For Scheduling Data On a Medium	10/081152	02/25/02
Vitesse Semiconductor Corporation	Time Based Packet Scheduling And Sorting System	10/096442	03/11/02
Vitesse Semiconductor Corporation	Data Switching System	10/138496	05/06/02
Vitesse Semiconductor Corporation	System And A Method For Processing Data Packets Or Frames	10/139338	05/07/02
Vitesse Semiconductor Corporation	Transformerless Ethernet Controller	10/189619	07/03/02
Vitesse Semiconductor Corporation	System And Method For Communicating Between A Number Of Elements And A Method For Configuring And Testing The System	10/289227	11/07/02
Vitesse Semiconductor Corporation	Fast Locking Clock And Data Recovery Unit	10/295276	11/15/02
APT Technologies, Inc.	Serial ATA Frame Structure Routing Circuitry And Protocols	10/306350	11/27/02
Vitesse Semiconductor Corporation	On-Chip Calibrated Source Termination For Voltage Mode Driver And Method Of Calibration Thereof	10/411993	04/11/03
	GBIT/S Transceiver With Built-In Self Test Features	10/428326	04/30/03
Vitesse Semiconductor Corporation	Packet Forwarding Method And System	10/429267	05/02/03
Vitesse Semiconductor Corporation	Channel Status Management System For Multi-Channel LIU	10/462213	06/13/03

Recorded Owner	Patent Title	Serial Number	Application Date
Vitesse Semiconductor Corporation	Multi-Channel Line Interface Unit With On-Chip Clock Management	10/462214	06/13/03
Vitesse Semiconductor Corporation	Means And A Method For Switching Data Packets or Frames	10/617884	07/14/03
Vitesse Semiconductor Corporation	Data Loop Port Acceleration Circuit	10/724957	12/01/03
Vitesse Semiconductor Corporation	Output Clock Adjustment For A Digital I/O Between Physical Layer Device And Media Access Controller	10/754204	01/09/04
Vitesse Semiconductor Corporation	Method For Detecting Link Partner State During Auto Negotiation And Switching Local State To Establish Link	10/754256	01/09/04
Vitesse Semiconductor Corporation	Method And Apparatus For Improved High-Speed FEC Adaptive Equalization	10/810271	03/26/04
Vitesse Semiconductor Corporation	Optical Dispersion Correction In Transimpedance Amplifiers	10/841948	05/06/04
Vitesse Semiconductor Corporation	Method And Apparatus For Configuring The Operation Of An Integrated Circuit	10/852586	05/24/04
Vitesse Semiconductor Corporation	Physical Coding Sublayer Transcoding	10/871164	06/17/04
Vitesse Semiconductor Corporation/Indian Institute of Technology	Power And Area Efficient Adaptive Equalization	10/872108	06/17/04
Vitesse Semiconductor Corporation/Indian Institute of Technology	Integrated Circuit Implementation For Power And Area Efficient Adaptive Equalization	10/872307	06/17/04
Vitesse Semiconductor Corporation	Adaptive Equalization With Group Delay	11/029297	01/04/05
Vitesse Semiconductor Corporation	Variable Bandwidth Transimpedance Amplifier With One-Wire Interface	11/060061	02/16/05
Vitesse Semiconductor Corporation	Data De-Skew Method And System	11/218331	09/01/05
	Digital Automatic Power Control Loop For Continuous And Burst Mode Applications	11/221609	09/07/05
Vitesse Semiconductor Corporation	Crosspoint Switch With Switch Matrix Module	11/231320	09/20/05

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Recorded Owner	Patent Title	Serial Number	Application Date
Vitesse Semiconductor Corporation	Differential Opto-Electronics Transmitter	11/330497	01/11/06
	High-Speed Data Interface For Connecting Network Devices	60/780628	03/09/06

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SCHEDULE 3**TRADEMARK COLLATERAL****Registered Trademarks:**

Registrant (or Last Registered Owner)	Trademark Description	Registration Number	Registration Date
Vitesse Semiconductor Corporation	VITESSE	1959483	03/05/96
Vitesse Semiconductor Corporation	VELOCITY	2370928	07/25/00
Vitesse Semiconductor Corporation	GIGAPOWER	2428668	02/13/01
Vitesse Semiconductor Corporation	TERAPOWER	2451604	05/15/01
Vitesse Semiconductor Corporation	V	2487476	09/11/01
Vitesse Semiconductor Corporation	TIMESTREAM	2511629	11/27/01
Vitesse Semiconductor Corporation	FIBRETIMER	2526300	11/01/02
Vitesse Semiconductor Corporation	CROSSSTREAM	2543805	03/05/02
Vitesse Semiconductor Corporation	NETWORK ON A CHIP	2607738	08/13/02
Vitesse Semiconductor Corporation	FIBERSTREAM	2616224	09/10/02
Vitesse Semiconductor Corporation	V-FRAME 2.5	2637926	10/22/02
Vitesse Semiconductor Corporation	V-DRIVE 2.5	2637927	10/22/02
Vitesse Semiconductor Corporation	V-PHY 2.5	2641504	10/29/02
Vitesse Semiconductor Corporation	IQ2000	2661839	12/17/02
Vitesse Semiconductor Corporation	VITESSE	2682324	02/04/03
Vitesse Semiconductor Corporation	IQ2200	2692482	03/04/03
Vitesse Semiconductor Corporation	SIMPLIPHY	2695611	03/11/03
Vitesse Semiconductor Corporation	UNIPHY	2695612	03/11/03

LA1:#6325134v3

Registrant (or Last Registered Owner)	Trademark Description	Registration Number	Registration Date
Vitesse Semiconductor Corporation	MAGNIPHY	2695613	03/11/03
Vitesse Semiconductor Corporation	PACEMAKER	2697054	12/24/03
Vitesse Semiconductor Corporation	MONITOR 4.8	2706045	04/15/03
Vitesse Semiconductor Corporation	TERASTREAM	2735775	07/15/02
Vitesse Semiconductor Corporation	IQ10G	2744204	07/29/03
Vitesse Semiconductor Corporation	SIMPLIPIN I/O	2761196	09/09/03
Vitesse Semiconductor Corporation	VERIPHY	2766449	09/23/03
Vitesse Semiconductor Corporation	PACKET EXCHANGE MATRIX	2890481	09/28/04
Vitesse Semiconductor Corporation	ACTIPHY	3004768	10/04/05
Vitesse Semiconductor Corporation	FOCUS CONNECT	3007582	10/18/05

Pending Trademarks:

Applicant	Trademark Description	Serial Number	Application Date
Vitesse Semiconductor Corporation	PIXEQ	78638645	02/07/06

LA1:#6325134v3