

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		10/29/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Whitebox VSC, LTD.		
Street Address:	3033 Excelsior Boulevard		
Internal Address:	Suite 300		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	LIMITED PARTNERSHIP: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77385769	VSCOPE	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 340-8856		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M11323		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

CH \$40.00 77385769

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**TRADEMARK
 REEL: 004107 FRAME: 0342**

Date:

12/03/2009

Total Attachments: 27

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COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)

THIS COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY) (this "Collateral Assignment"), dated as of October 29, 2007, is executed by VITESSE SEMICONDUCTOR CORPORATION, a Delaware corporation (the "Assignor"), in favor of WHITEBOX VSC, LTD., a limited partnership organized under the law of the British Virgin Islands, as agent (in such capacity, and together with any successor in such capacity, the "Assignee") for the benefit of the Lenders (as such terms are defined below).

RECITALS

A. The Assignor executed a Loan Agreement dated as of August 23, 2007 (as the same may hereafter be amended, supplemented, extended, increased, restated or otherwise modified from time to time, and together with any substitutions, replacements or refinancings thereof, the "Loan Agreement"), among the Assignor, the lenders from time to time party thereto (the "Lenders") and the Assignee, one of the Lenders, as agent for the Lenders.

B. The Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement dated concurrently herewith (the "Security Agreement") by and between Assignor and Assignee, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, domain names, copyrights, patents, inventions and trade secrets.

C. The Assignor owns the patent registrations set forth in Schedule 1 attached hereto, and the patents so listed are registered or application has been made for such registration as noted in Schedule 1 in the United States Patent and Trademark Office (the "Patent Registrations").

D. The Assignor owns the trademarks, domain names, and trade names set forth in Schedule 2 attached hereto, and the trademarks so listed are registered or application has been made for such registration, as noted in Schedule 2, in the United States Patent and Trademark Office (the "Trademark Registrations").

E. The Assignor owns the copyright registrations set forth in Schedule 3 attached hereto, and the copyrights so listed are registered in the United States Copyright Office (the "Copyright Registrations").

F. The Assignor expects to derive benefits from the extension of credit accommodations to the Assignor by the Lenders and finds it advantageous, desirable and in its best interest to execute this Collateral Assignment to the Assignee in order to secure the payment and performance of (a) all indebtedness, liabilities and obligations of the Assignor to the Lender or every kind, nature or description under the Loan Agreement, including the Assignor's obligation on any promissory note or notes under the Loan Agreement and any note or notes hereafter issued in substitution or replacement thereof, in all cases whether due or to become due, and whether now existing or hereafter arising or incurred and (b) any and all liabilities and obligations of the Assignor to the Lenders and the Agent of every kind, nature and description, whether direct or indirect or hereafter acquired by the Lenders from any Person, absolute or contingent, regardless of how such liabilities arise or by what agreement or instrument they may

be evidenced, and (c) in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred for the benefit of the Lenders (the "Liabilities").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit accommodations to the Assignor pursuant to the Loan Agreement, the parties hereto agree as follows:

1. The Assignor:

(a) does hereby assign 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 Assignor together with inventions disclosed therein, including but not limited to those registered patents set forth on Schedule 1, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof (the "Patents"), said Patents to be held and enjoyed by the Assignee, for its own use and behalf, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Collateral Assignment not been made.

(b) does hereby assign all of its right, title and interest in and to all of the present trademarks, domain names, and trade names and the registrations and applications therefor owned by the Assignor, including but not limited to those set forth on Schedule 2, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof (the "Trademarks"), together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee or its designee for its use and behalf, and for the legal representatives, successors and assigns of the Assignee or its designee, as fully and entirely as the same would have been held by the Assignor had this Collateral Assignment not been made.

(c) does hereby assign all of its right, title and interest in and to all of the present United States copyrights, registered or unregistered, now or hereafter acquired, by Assignor in and to all copyrightable works, including, but not limited to, those copyright registrations identified on Schedule 3, and including all applications therefor, and (i) any renewals or extensions of the registrations therefor, (ii) all damages and payments for past, present and future infringements thereof, (iii) the right to sue and recover for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (the "Copyrights").

The foregoing assignments shall be effective only upon the occurrence and continuance of an Event of Default under the Loan Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Collateral Assignment, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the occurrence of such an Event of Default, such assignments shall have no effect. After the occurrence and continuation of an Event of Default under the Loan Agreement, the Assignee shall be entitled to transfer (i) the Patent Registrations pursuant to the Assignment of Patents attached hereto as

Exhibit A, (ii) the Copyright Registrations pursuant to the Assignment of Copyrights attached hereto as Exhibit B, and (iii) the Trademark Registrations pursuant to an Assignment of Trademarks substantially in the form of Exhibit C. Assignor hereby irrevocably authorizes the Assignee to complete each of the undated Assignments of Patents, Assignment of Copyrights and Assignment of Trademarks at the time of transfer and agrees to sign whatever documents are necessary to transfer ownership of Assignor's domain names from Assignor to the new owner.

Notwithstanding the foregoing provisions of this Section 1, the Assignee acquires no security interest or other rights in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or the Assignee arranges for an assignment of such Trademarks from the Assignee to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060. At the time that Assignee seeks to transfer all other Trademarks pursuant to an Assignment of Trademarks in the form of Exhibit C, it may also complete Exhibit D with respect to any U.S. intent-to-use applications and, provided that Exhibit D satisfies the conditions of the preceding sentence, Assignor agrees that it will promptly execute and return the same to Assignee.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending, the Patent Registrations listed on Schedule 1 and the Trademark Registrations listed on Schedule 2 have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) each of the Patent Registrations listed on Schedule 1, each of the Trademark Registrations listed on Schedule 2, and each of the Copyright Registrations listed on Schedule 3 is valid and enforceable;

(c) to the knowledge of the Assignor, no claim has been made to the Assignor or to any other person, that any of the Patent Registrations or use of the inventions described therein, any of the Trademark Registrations, or any of the Copyright Registrations does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Patent Registrations, the Trademark Registrations, or the Copyright Registrations;

(d) the Assignor has the unqualified right to enter into this Collateral Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents (as such term is defined in the Loan Agreement, hereinafter the "Loan Documents") shall have been terminated, in compliance with statutory notice requirements relating to the Patent Registrations, the Trademark Registrations and the Copyright Registrations;

(f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patent Registrations listed on Schedule 1, each of the Trademark Registrations listed on Schedule 2, and each of the Copyright Registrations listed on Schedule 3, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons but excluding Permitted Licenses (as defined below);

(g) the Patent Registrations listed on Schedule 1 are all of the United States Patents and applications therefor now owned by the Assignor, the Trademark Registrations listed on Schedule 2 are all of the United States trademark registrations and applications therefore owned by the Assignor, and the Copyright Registrations listed on Schedule 3 are all of the United States Copyright Registrations and applications therefore now owned by the Assignor;

(h) the Assignor has marked with an asterisk each U.S. intent-to-use trademark application listed on Schedule 2 for which a verified amendment to allege use or statement of use has not been filed; and

(i) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Patent Registrations, the Trademark Registrations, and Copyright Registrations or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Patent Registrations, Trademark Registrations and Copyright Registrations are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Collateral Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any new patent, trademark, domain name, trade name, copyright or any enhancements or derivative works, or become entitled to the benefit of any patent, registration or any renewal or extension of any patent registration, such shall be included in the definition of "Patents" (except for purposes of Section 2 hereof) as used in this Collateral Assignment, or become entitled to the benefit of any trademark application, registration, trademark, domain name, or trade name or any renewal or extension of any trademark registration or domain name, such shall be included in the definition of "Trademarks" as used in this Collateral Assignment (except for purposes of Section 2 hereof), obtain any new copyright or any enhancements or derivative works therefrom, such copyrights shall be included in the definition of "Copyrights" (except for purposes of Section 2 hereof) as used in this Collateral Assignment, and Section 1 hereof shall automatically apply to the foregoing, and the Assignor shall give to the Assignee prompt notice thereof in writing, and the Assignor shall submit annual reports to the Assignee each year not later than December 31st notifying Assignee of (i) any new patents, (ii) any new trademarks, domain names, or trade names adopted, acquired, or applied for during the previous year and (iii) any changes to the status of any previously listed Trademarks, including without limitation U.S. trademark applications for which verified amendments to allege use and statements of use

have now been filed and (iv) any new copyrights. If the Assignee does not receive such a report within fifteen days after the deadline, then the Assignee is authorized to obtain updated information on the Trademarks from the appropriate trademark registrars or third party providers at the Assignor's expense. Upon the reasonable request of the Assignee, the Assignor shall have the duty to immediately apply for registration of any such Copyright with the Register of Copyrights. Any expenses incurred in connection with applications that constitute Copyrights shall be borne by the Assignor. The Assignor authorizes the Assignee to modify this Collateral Assignment by amending Schedule 1 to include any future patent, by amending Schedule 2 to include any future trademark, domain name, or trade name or by amending Schedule 3 to include to include any future copyright.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Patent Registrations, Trademark Registrations or Copyright Registrations, except for the licenses listed on Schedule 4 attached hereto and except for licenses created after the date hereof in the ordinary course of the Assignor's business (collectively, the "Permitted Licenses").

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Collateral Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At the time the annual report is prepared in accordance with Section 4, Assignor agrees to provide Assignee with updated Schedules to this Agreement for filing with the U.S. Patent and Trademark Office. If the Assignee does not receive the updated Schedules within fifteen (15) days after the deadline, then Assignee is authorized to prepare and record such Schedules at the Assignor's expense. At such time as the Loan Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Collateral Assignment and assign to the Assignor all the Assignee's rights in the Patent Registrations, Trademark Registrations and Copyright Registrations subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Loan Agreement or any Loan Documents, as defined therein.

7. The Assignor shall have the duty, through counsel selected by the Assignor and reasonably acceptable to the Assignee, (i) to prosecute diligently any pending Patent or Trademark application as of the date of this Collateral Assignment or thereafter until the Loan Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that the Assignor may abandon any such application upon thirty days' written notice to the Assignee, (ii) to make application on those patentable inventions, products and processes, trademarks and tradenames which are unregistered but capable of being registered and which a prudent person in the same line of business and similarly situated as the Assignor would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Patent Registrations and Trademark Registrations which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Patent Registrations shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Patent or Trademark without the written consent of the Assignee.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Patent Registrations, Trademark Registrations and Copyright Registrations and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person in the same line of business and similarly situated as the Assignor would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Collateral Assignment shall also serve to further evidence the security interest in the Patent Registrations, Trademark Registrations and Copyright Registrations granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Patent Registrations, Trademark Registrations and Copyright Registrations, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Collateral Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Collateral Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Assignor and the Assignee.

14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document) and the expiration or termination of any obligation of the Lenders to extend credit accommodations to the Assignor, this Collateral Assignment shall terminate and all rights to the Patent Registrations, Trademark Registrations and Copyright Registrations shall revert to the Assignor.

15. THIS COLLATERAL ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) ANY STATE AS TO RIGHTS OR INTEREST HEREUNDER WHICH ARISE UNDER THE LAWS OF SUCH STATE, (II) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, (III) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS

HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES COPYRIGHT OFFICE AND (IV) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS COLLATERAL ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS COLLATERAL ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS COLLATERAL ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS COLLATERAL ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

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EXHIBIT A TO

COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)

ASSIGNMENT OF PATENTS

This Assignment (this "Assignment") having an effective date of _____, _____ is executed by and between VITESSE SEMICONDUCTOR CORPORATION, a Delaware corporation (the "Assignor"), and _____, a _____, located and doing business at _____ (the "Assignee").

RECITALS

A. The Assignor is the owner by assignment of the entire right, title and interest in and to certain United States Letters Patent, together with the invention(s) disclosed therein.

B. The Assignee is desirous of acquiring the entire right, title, and interest in and to the aforesaid Letters Patent, together with the invention(s) disclosed therein, any and all causes of action and rights of recovery for past infringements of said Letters Patent, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged:

1. Assignor hereby sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to said Letters Patent of the United States together with the invention(s) disclosed therein, including each and every Letters Patent which is granted on any application which is a division, substitution or continuation of said Letters Patent, and in and to each and every reissue or extension of said Letters Patent.

2. Assignor further sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Letters Patent herein assigned.

3. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

4. Assignor hereby irrevocably authorizes Whitebox VSC, Ltd., or any successor collateral agent to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

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EXHIBIT B TO

COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)

ASSIGNMENT OF COPYRIGHTS

This Assignment having an effective date of _____, _____ is executed by and between VITESSE SEMICONDUCTOR CORPORATION, a Delaware corporation (the "Assignor"), and _____, a _____, located and doing business at _____ (the "Assignee").

RECITALS

A. Assignor is the owner of copyrights in certain works (the "Works"), including, but not limited to, copyrights registered in the United States Copyright Office and,

B. Assignee desires to acquire all of Assignor's right, title and interest in and to the copyrights in such Works;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Works, and the registrations therefor, together with Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

2. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

3. Assignor hereby irrevocably authorizes Whitebox VSC, Ltd., or any successor collateral agent to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

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IN WITNESS WHEREOF, the parties have executed and delivered this assignment this
_____ day of _____.

VITESSE SEMICONDUCTOR CORPORATION, the
Assignor

By: Mcy

Name: Richard C Yonker

Title: CFO

_____, the Assignee

By: _____

Name: _____

Title: _____

[Signature Page to Collateral Assignment (Copyrights)]

EXHIBIT C TO
COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)

ASSIGNMENT OF TRADEMARKS

(Registered and Pending Use-Based Applications)

This Assignment having an effective date of _____, _____ is executed by and between VITESSE SEMICONDUCTOR CORPORATION, a Delaware corporation (the "Assignor"), and _____, a _____, located and doing business at _____ (the "Assignee").

RECITALS

A. The Assignor has adopted and owns certain trademarks which are registered in the U.S. Patent and Trademark Office, or which are the subject of pending use-based applications in the U.S. Patent and Trademark Office (the "Marks").

B. The Assignee is desirous of acquiring the entire right, title, and interest in the Marks and registration therefor.

AGREEMENT

1. Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the registrations therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, together with Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

2. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

3. Assignor hereby irrevocably authorizes Whitebox VSC, Ltd., or any successor collateral agent to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

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IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

VITESSE SEMICONDUCTOR CORPORATION

(Assignor)

Date: _____

By: *May*

Name: Richard C. Yonker

Title: CFO

(Assignee)

Date: _____

By: _____

Name: _____

Title: _____

[Signature Page to Collateral Assignment (Trademarks)]

EXHIBIT D TO
COLLATERAL ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS

(Intent-To-Use Applications)

This Collateral Assignment having an effective date of _____, _____ is executed by and between VITESSE SEMICONDUCTOR CORPORATION, a Delaware corporation (the "Assignor"), and _____, a _____, located and doing business at _____ (the "Assignee").

RECITALS

A. The Assignor has adopted and owns certain trademarks which are the subject of pending intent-to-use applications in the U.S. Patent and Trademark Office (the "Marks").

B. The Assignee is desirous of acquiring the entire right, title, and interest in the Marks and applications therefor.

AGREEMENT

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. As indicated below, each Mark is the subject of a verified allegation of use under §§ 1(c) or 1(d) of the Lanham Act that has been filed with the U.S. Patent and Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act.

2. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

3. Assignor hereby irrevocably authorizes Whitebox VSC, Ltd., or any successor collateral agent to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

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IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

VITESSE SEMICONDUCTOR CORPORATION

(Assignor)

Date: _____

By: *May*

Name: Richard C. Yonker

Title: CFO

_____ (Assignee)

Date: _____

By: _____

Name: _____

Title: _____

[Signature Page to Collateral Assignment (Trademarks)]

**SCHEDULE 1 TO
COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)**

UNITED STATES PATENTS

Patent No.		Title	Issue Date	Status
1	5,153,852	Static Ram Cell With High Speed And Improved Cell Stability	October 6, 1992	Issued
2	5,180,936	High Speed Logic Circuit	January 19, 1993	Issued
3	5,204,559	Method And Apparatus For Controlling Clock Skew	April 20, 1993	Issued
4	5,600,266	Digital Logic Protocol Interface For Different Semiconductor Technologies	February 4, 1997	Issued
5	5,694,070	Distributed Ramp Delay Generator	December 2, 1997	Issued
6	5,849,630	Process For Forming Ohmic Contact For III-V Semiconductor Devices	December 15, 1998	Issued
7	6,034,570	Gallium Arsenide Voltage-Controlled Oscillator And Oscillator Delay Cell	March 7, 2000	Issued
8	6,076,115	Media Access Control Receiver And Network Management System	June 13, 2000	Issued
9	6,078,194	Logic Gates For Reducing Power Consumption Of Gallium	June 20, 2000	Issued
10	6,084,478	Transimpedance Amplifier With Automatic Gain Control	July 4, 2000	Issued
11	6,085,248	Media Access Control Transmitter And Parallel Network Management System	July 4, 2000	Issued
12	6,108,713	Media Access Control Architectures And Network Management Systems	August 22, 2000	Issued
13	6,115,416	Pulse Code Sequence Analyzer	September 5, 2000	Issued
14	6,167,029	System And Method For Integrated Data Flow Control	December 26, 2000	Issued
15	6,172,990	Media Access Control Micro-Risc Stream Processor And Method For Implementing The Same	January 9, 2001	Issued
16	6,178,213	Adaptive Data Recovery System And Methods	January 23, 2001	Issued
17	6,204,733	Multiple-Phase-Interpolation LC Voltage-Controlled Oscillator	March 20, 2001	Issued

Patent No.		Title	Issue Date	Status
18	6,218,905	Common-Gate Transimpedance Amplifier With Dynamically Controlled Input Impedance	April 17, 2001	Issued
19	6,223,242	Linearly Expandable Self-Routing Crossbar Switch	April 24, 2001	Issued
20	6,229,344	Phase Selection Circuit	May 8, 2001	Issued
21	6,229,367	Method And Apparatus For Generating A Time Delayed Signal With A Minimum Data Dependency Error Using An Oscillator	May 8, 2001	Issued
22	6,232,844	Oscillator Using A Phase Detector And Phase Shifter	May 15, 2001	Issued
23	6,263,034	Circuit And Technique For Digital Reduction Of Jitter	July 17, 2001	Issued
24	6,366,140	Method And Circuitry For High Speed Buffering Of Clocks Signals	April 2, 2002	Issued
25	6,377,575	High Speed Cross Point Switch Routing Circuit With Word-Synchronous Serial Back Plane	April 23, 2002	Issued
26	6,393,489	Media Access Control Architectures And Network Management Systems	May 21, 2002	Issued
27	6,462,590	High Bandwidth Clock Buffer	October 8, 2002	Issued
28	6,463,109	Multiple Channel Adaptive Data Recovery System	October 8, 2002	Issued
29	6,473,813	Module Based Address Translation Arrangement And Transaction Offloading In A Digital System	October 29, 2002	Issued
30	6,545,567	Programmable Analog Tapped Delay Line Filter Having Cascaded Differential Delay Cells	April 8, 2003	Issued
31	6,559,682	Dual-Mixer Loss Of Signal Detection Circuit	May 6, 2003	Issued
32	6,566,904	Pad Calibration Circuit With On-Chip Resistor	May 20, 2003	Issued
33	6,580,846	Actively-Controllable Optical Switches Based On Optical Position Sensing And Applications In Optical Switching Arrays	June 17, 2003	Issued
34	6,604,206	Reduced GMII With Internal Timing Compensation	August 5, 2003	Issued
35	6,605,958	Precision On-Chip Transmission Line Termination	August 12, 2003	Issued
36	6,633,191	Clock Buffer With DC Offset Suppression	October 14, 2003	Issued

Patent No.		Title	Issue Date	Status
37	6,633,605	Pulse Code Sequence Analyzer	October 14, 2003	Issued
38	6,665,347	Output Driver For High Speed Ethernet Transceiver	December 16, 2003	Issued
39	6,683,896	Method Of Controlling The Turn Off Characteristics Of A VCSEL Diode	January 27, 2004	Issued
40	6,694,476	Reed-Solomon Encoder And Decoder	February 17, 2004	Issued
41	6,700,886	High Speed Cross Point Switch Routing Circuit With Word-Synchronous Serial Back Plane	March 2, 2004	Issued
42	6,713,749	Monolithic Loss-Of-Signal Detect Circuitry	March 30, 2004	Issued
43	6,727,777	Apparatus And Method For Angles Coaxial To Planar Structure Broadband Transition	April 27, 2004	Issued
44	6,737,995	Clock and Data Recovery With A Feedback Loop To Adjust The Slice Level Of An Input Sampling Circuit	May 18, 2004	Issued
45	6,738,173	Limiting Amplifier Modulator Driver	May 18, 2004	Issued
46	6,738,922	Clock Recovery Unit Including A Frequency Detection	May 18, 2004	Issued
47	6,738,942	Product Code Based Forward Error Correction System	May 18, 2004	Issued
48	6,768,347	Precise Phase Detector	July 27, 2004	Issued
49	6,801,518	High Speed Cross Point Switch Routing Circuit With Word-Synchronous Serial Back Plane	October 5, 2004	Issued
50	6,810,499	Product Code Based Forward Error Correction System	October 26, 2004	Issued
51	6,833,743	Adjustment Of A Clock Duty Cycle	December 21, 2004	Issued
52	6,844,952	Actuator-Controlled Mirror With Z-Stop Mechanism	January 18, 2005	Issued
53	6,850,661	Multiple Element Controlled Optical Coupling	February 1, 2005	Issued
54	6,873,029	Self-Aligned Bipolar Transistor	March 29, 2005	Issued
55	6,904,061	Transparent Transport Overhead Mapping	June 7, 2005	Issued
56	6,925,218	Control-Techniques And Devices For An Optical Switch Array	August 2, 2005	Issued
57	6,933,793	Method Of Overtone Selection And Level Control In An Integrated Circuit CMOS Negative Resistance Oscillator To Achieve Low Jitter	August 23, 2005	Issued

Patent No.		Title	Issue Date	Status
58	6,946,948	Crosspoint Switch With Switch Matrix Module	September 20, 2005	Issued
59	6,948,109	Low-Density Parity Check Forward Error Correction	September 20, 2005	Issued
60	6,967,471	Switching Mode Regular For SFP Ethernet Adaptor	November 22, 2005	Issued
61	6,990,162	Scalable Clock Distribution For Multiple CRU On The Same Chip	January 24, 2006	Issued
62	6,996,202	Multiple Channel Adaptive Data Recovery System	February 7, 2006	Issued
63	6,998,292	Apparatus And Method For Interchip Or Chip-To-Substrate Connection With A Sub-Carrier	February 14, 2006	Issued
64	7,003,228	Method And Apparatus For Improved High-Speed Adaptive Equalization	February 21, 2006	Issued
65	7,119,611	On-Chip Calibrated Source Termination For Voltage Mode Driver and Method Of Calibration Thereof	October 10, 2006	Issued
66	7,123,678	RZ Recovery	October 17, 2006	Issued
67	7,132,849	Method And Apparatus For Configuring The Operation Of An Integrated Circuit	November 7, 2006	Issued
68	7,142,596	Integrated Circuit Implementation For Power And Area Efficient Adaptive Equalization	November 28, 2006	Issued (Co-owned with Indian Institute of Technology)
69	7,158,567	Method And Apparatus For Improved High-Speed FEC Adaptive Equalization	January 2, 2007	Issued
70	7,161,901	Automatic Load Balancing In Switch Fabrics	January 9, 2007	Issued
71	7,164,677	Data Switching System	January 16, 2007	Issued
72	7,200,176	Transformerless Ethernet Controller	April 3, 2007	Issued
73	7,227,878	Differential Opto-Electronics Transmitter	June 5, 2007	Issued
74	7,230,923	Time Based Packet Scheduling And Sorting System	June 12, 2007	Issued
75	7,231,008	Fast Locking Clock And Data Recovery Unit	June 12, 2007	Issued
76	7,236,084	Crosspoint Switch With Switch Matrix Module	June 26, 2007	Issued

Patent No.		Title	Issue Date	Status
77	7,301,997	Method And Apparatus For Improved High-Speed Adaptive Equalization	November 27, 2007	Issued
78	7,305,190	Optical Dispersion Correction In Transimpedance Amplifiers	December 4, 2007	Issued
79	7,331,816	High-Speed Data Interface For Connecting Network Devices	February 19, 2008	Issued
80	7,340,662	GBIT/S Transceiver With Built-In Self Test Features	March 4, 2008	Issued
81	7,342,889	Means and a Method for Switching Data Packets or Frames	March 11, 2008	Issued
82	7,406,616	Data De-Skew Method and System	July 29, 2008	Issued
83	7,428,599	Method for Detecting Link Partner State During Auto Negotiation and Switching Local State to Establish Link	September 23, 2008	Issued
84	7,471,751	Power and Area Efficient Adaptive Equalization	December 30, 2008	Issued (Co-owned with Indian Institute of Technology)
85	7,486,686	Method and Apparatus for Scheduling Data on a Medium	February 3, 2009	Issued
86	7,516,897	Digital Automatic Power Control Loop For Continuous And Burst Mode Applications	April 14, 2009	Issued
87	7,545,817	Data Loop Port Acceleration Circuit	June 9, 2009	Issued

Pending U.S. Patent Applications

Patent Title	Serial Number	Application Date	Status
System And A Method For Processing Data Packets Or Frames	10/139338	05/07/02	Pending
Packet Forwarding Method And System	10/429267	05/02/03	Pending
Output Clock Adjustment For A Digital I/O Between Physical Layer Device And Media Access Controller	10/754204	01/09/04	Pending
Adaptive Equalization With Group Delay	11/029297	01/04/05	Pending
Variable Bandwidth Transimpedance Amplifier With One-Wire Interface	11/060061	02/16/05	Pending
Maintaining Filtering Database Consistency	11/508361	08/22/06	Pending

Patent Title	Serial Number	Application Date	Status
Method And Apparatus For Improved High-Speed Adaptive Equalization	11/943569	11/20/07	Pending
Squelching A Recovered Clock In An Ethernet Network	12/029230	02/11/08	Pending
System And Method For Detecting Early Link Failure In An Ethernet Network	12/029195	02/11/08	Pending
Fuses For Memory Repair	12/207321	09/09/08	Pending
Digital Impedance Calibration Of Differential Voltage Mode	12/239418	09/26/08	Pending
Continuously Interleaved Error Correction	12/270774	11/13/08	Pending
Adaptive Data Recovery System With Input Signal Equalization	12/366544	2/5/2009	Pending

**SCHEDULE 2 TO
COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)**


UNITED STATES TRADEMARK REGISTRATIONS

ACTIVE TRADEMARKS

Mark Name	Country	Class	Reg. # (or App. #)	Reg. Date (or Filing Date)	Status	Comments
ACTIPHY	U.S.	009	3,004,768	10/4/2005	Registered	
FIBRETIMER	U.S.	009	2,526,300	1/1/2002	Registered	Declaration of Continued Use Accepted 1/4/2008
FOCUS CONNECT	U.S.	009	3,007,582	10/18/2005	Registered	
IQ10G	U.S.	009	2,744,204	7/29/2003	Registered	1/29/2010 FINAL Deadline for Declaration of Continued Use (Instructed to Allow to Lapse)
IQ2000	U.S.	009	2,661,839	12/17/2002	Registered	Declaration of Continued Use Accepted 12/31/2008
IQ2200	U.S.	009	2,692,482	3/4/2003	Registered	Declaration of Continued Use Accepted 3/18/2009
MONITOR 4.8	U.S.	009	2,706,045	4/15/2003	Registered	10/15/2009 FINAL Deadline for Declaration of Continued Use (Instructed to Allow to Lapse)
PACKET EXCHANGE MATRIX	U.S.	009	2,890,481	9/28/2004	Registered	
SIMPLIPHY	U.S.	042	2,695,611	3/11/2003	Registered	Declaration of Continued Use Accepted 9/30/2009
SIMPLIPIN I/O	U.S.	042	2,761,196	9/9/2003	Registered	9/9/2009 Deadline for Declaration of Continued Use (Final Deadline is 3/9/2010; Instructed to Allow to Lapse)
SUPER FEC	U.S.	009	2,850,240	6/8/2004	Registered	MARK REMAINS REGISTERED TO MULTILINK TECHNOLOGY CORPORATION
TERASTREAM	U.S.	009	2,735,775	7/15/2003	Registered	1/15/2010 FINAL Deadline for Declaration of Continued Use (Instructed to Allow to Lapse)
V (Stylized) 	U.S.	009	2,487,476	9/11/2001	Registered	Declaration of Continued Use Accepted 7/30/2007
VERIPHY	U.S.	042	2,766,449	9/23/2003	Registered	9/23/2009 Deadline for Declaration of Continued Use (Final Deadline is 3/23/2010; Instructed to Allow to Lapse)
VITESSE	U.S.	009	1,959,483	3/5/1996	Registered	Renewed

Mark Name	Country	Class	Reg. # (or App. #)	Reg. Date (or Filing Date)	Status	Comments
VITESSE	U.S.	009 035 040 042	2,682,324	2/4/2003	Registered	Declaration of Continued Use Filed 8/3/2009; review pending
VSCOPE	U.S.	009	77/385,769 (App. #)	1/31/2008 Filing Date	Pending	Office Action Issued 5/7/2009 regarding Statement of Use filed (with Extension) on 4/21/2009 Response Deadline is 11/7/2009 and Notice of Allowance deadline is 10/28/2009

ACTIVE BUT PENDING CANCELLATION

Mark Name	Country	Class	Reg. # (or App. #)	Reg. Date (or Filing Date)	Status	Comments
MAGNIPHY	U.S.	042	2,695,613	3/11/2003	Registered	9/11/2009 FINAL Deadline for Declaration of Continued Use (Instructed to Allow to Lapse). As of 10/5/09, this registration remains active, but it will be cancelled in due course by the U.S. Patent & Trademark Office as no Declaration was filed.
MULTILINK	U.S.	009	2,694,410	3/11/2003	Registered	MARK REMAINS REGISTERED TO MULTILINK TECHNOLOGY CORPORATION 9/11/2009 FINAL Deadline for Declaration of Continued Use (Instructed to Allow to Lapse) As of 10/5/09, this registration remains active, but it will be cancelled in due course by the U.S. Patent & Trademark Office as no Declaration was filed.
MULTILINK Logo 	U.S.	009	2,697,316	3/18/2003	Registered	MARK REMAINS REGISTERED TO MULTILINK TECHNOLOGY CORPORATION 9/18/2009 FINAL Deadline for Declaration of Continued Use (Instructed to Allow to Lapse) As of 10/5/09, this registration remains active, but it will be cancelled in due course by the U.S. Patent & Trademark Office as no Declaration was filed.

Mark Name	Country	Class	Reg. # (or App. #)	Reg. Date (or Filing Date)	Status	Comments
PACEMAKER	U.S.	009	2,697,054	3/18/2003	Registered	9/18/2009 FINAL Deadline for Declaration of Continued Use (Instructed to Allow to Lapse) As of 10/5/09, this registration remains active, but it will be cancelled in due course by the U.S. Patent & Trademark Office as no Declaration was filed.
UNIPHY	U.S.	042	2,695,612	3/11/2003	Registered	9/11/2009 FINAL Deadline for Declaration of Continued Use (Instructed to Allow to Lapse) As of 10/5/09, this registration remains active, but it will be cancelled in due course by the U.S. Patent & Trademark Office as no Declaration was filed.

DOMAIN NAMES

Domain Name	Owner Name	Registrar	Renewal
exbit.com	Exbit Technology (Denmark company acquired by Vitesse; domain name registration not revised)	Network Solutions	11/24/2009
exbit.dk	Exbit Technology A/S (Denmark company acquired by Vitesse; domain name registration not revised)	Unknown	9/30/2009 (Registration remains active despite 9/30/09 expiration date)
exbit-technology.com	Exbit Technology (Denmark company acquired by Vitesse; domain name registration not revised)	Ascio Technologies	8/9/2010
oscilloscopeonachip.com	Vitesse Semiconductor Corporation	Network Solutions	1/25/2013
VITESSE Keyword	Vitesse Semiconductor Corporation	MarkMonitor	11/9/2009
vitesse.com	Vitesse Semiconductor Corporation	Network Solutions	7/25/2011
vitesse.com.cn	Vitesse Semiconductor Corporation	Safenames Ltd	1/22/2010
vitesse.com.hk	Vitesse Semiconductor Corporation	MarkMonitor	11/26/2009
vitesse.com.tw	Vitesse Semiconductor Corporation	MarkMonitor	10/25/2010
vitesse.com.vn	Vitesse Semiconductor Corporation	MarkMonitor	11/24/2009
vitesse.dk	Vitesse Semiconductor Corporation A/S	Unknown	12/31/2009
vitesse.hk	Vitesse Semiconductor Corporation	MarkMonitor	10/25/2010
vitesse.info	Vitesse Semiconductor Corporation	Network Solutions	8/21/2012
vitesse.jp	Vitesse Semiconductor Corporation	MarkMonitor	8/31/2010

vitesse.kr	Vitesse Semiconductor Corporation	MarkMonitor	8/9/2010
vitesse.mn	Vitesse Semiconductor Corporation	MarkMonitor	8/8/2010
vitesse.org.cn	Vitesse Semiconductor Corporation	MarkMonitor	8/8/2010
vitesse.sg	Vitesse Semiconductor Corporation	MarkMonitor	8/9/2010
vitesse.tw	Vitesse Semiconductor Corporation	MarkMonitor	8/8/2010
vitesse.vn	Vitesse Semiconductor Corporation	MarkMonitor	11/24/2009
vitesse-america.com	Vitesse Semiconductor Corporation	Network Solutions	5/22/2011
vitesse-international.com	Vitesse Semiconductor Corporation	Network Solutions	5/22/2011
vitessenetwork.com	Vitesse Semiconductor Corporation	Network Solutions	10/30/2012
vitessenetworks.com	Vitesse Semiconductor Corporation	Network Solutions	3/29/2010
vitessenetworks.net	Vitesse Semiconductor Corporation	Network Solutions	3/29/2010
vitessesemiconductor.biz	Vitesse Semiconductor Corporation	Network Solutions	11/18/2012
vitessesemiconductor.com	Vitesse Semiconductor Corporation	Network Solutions	6/1/2014
vitessesemiconductor.info	Vitesse Semiconductor Corporation	Network Solutions	10/30/2012
vitessesemiconductor.net	Vitesse Semiconductor Corporation	Network Solutions	3/15/2010
vscope.com	Vitesse Semiconductor Corporation	Network Solutions	12/24/2013
vtess.com	Vitesse Semiconductor Corporation	Network Solutions	4/10/2010
v-tess.com	Vitesse Semiconductor Corporation	Network Solutions	4/10/2010
vtess.net	Vitesse Semiconductor Corporation	Network Solutions	4/10/2010
v-tess.net	Vitesse Semiconductor Corporation	Network Solutions	4/10/2010

**SCHEDULE 3 TO
COLLATERAL ASSIGNMENT (INTELLECTUAL PROPERTY)**

UNITED STATES COPYRIGHTS

None.

Schedule 3-1