

9/19/02

10-17-2002



To the Honorable Commissioner of Pa

102252272

original documents or copy thereof.

1. Name of conveying part(ies):

COMMSCOPE PROPERTIES, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other:
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached YES NO

2. Name and address of receiving party(ies)

Name: **Fitel USA Corp.**

Street Address: 2000 Northeast Expressway, Suite F020
Norcross, Georgia 30071, USA

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached

YES NO

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: May 1, 2002

4. Application number(s) or registration number(s):

A. Trademark application No.(s)

B. Trademark Registration No.(s)

76/312,922; 76/313,959; 76/325,321 and 76/325,322

Additional numbers attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Daniel J. Santos
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
100 Galleria Parkway, Suite 1750
Atlanta, Georgia 30339

6. Total number of applications/registrations involved: [4]

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

50-2074
(Attach duplicate copy of this page if paying by Deposit Account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel J. Santos
Typed Name

Daniel J. Santos
Signature

9/16/02
Date

Docket #: 241501-9000

Total number of pages including cover sheet, attachments, and document: [7]

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002599 FRAME: 0882

TRADEMARK ASSIGNMENT

by and between

COMMSCOPE PROPERTIES, LLC

and

FITEL USA CORP.

Effective as of May 1, 2002

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), effective as of May 1, 2002 (the "Effective Date"), is by and between CommScope Properties, LLC, a Nevada Corporation, with offices at 1285 Southern Way, Sparks, Nevada 89431, United States of America ("Assignor"), and Fitel USA Corp., a Delaware corporation, with offices at 2000 Northeast Expressway, Norcross, Georgia 30071, United States of America ("Assignee").

RECITALS

A. WHEREAS, Assignor presently owns or controls certain trademark applications as set forth in the Appendix hereto (the "Assigned Applications") and related goodwill that have been developed by Assignor and Assignor's business units;

B. WHEREAS, Assignor desires to transfer, assign, convey, deliver and vest all of its right, title and interest in and to the Assigned Applications and all of the goodwill associated therewith and all other rights Assignor may have with respect to such Assigned Applications.

NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor, subject to existing rights and licenses of third parties, hereby transfers, conveys and assigns to Assignee all of Assignor's present right, title and interest in and to the Assigned Applications in the United States and throughout the world, any common law rights relating to the Assigned Applications, together with all of the assets and the goodwill of the business represented by the Assigned Applications, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or dilution of or damage or injury to the Assigned Applications or such represented good will.

Assignor agrees that, upon request it will, at any time without charge to Assignee but at Assignee's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Assigned Applications in Assignee, its successors, assigns and legal representatives or nominees

IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT to be executed by their duly authorized representatives on the respective dates entered below.

COMMSCOPE PROPERTIES, LLC

By: Frank B. Wyatt, II
Name: Frank B. Wyatt, II, Esq.
Title: Manager
Date: 5/20/02

FITEL USA CORP.

By: Gary S. Epp
Name: Gary S. Epp
Title: Intellectual Property - Vice President
Date: 5/15/02

ACKNOWLEDGMENTS

STATE OF NORTH CAROLINA)
 : ss:
COUNTY OF BURKE)

I CERTIFY that on May 20, 2002, Frank B. Wyatt, II, Esq. personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Trademark Assignment as MANAGER of CommScope Properties, LLC; and

b.) this Trademark Assignment was signed and made by CommScope Properties, LLC as its voluntary act and deed by virtue of authority from its Board of Directors.

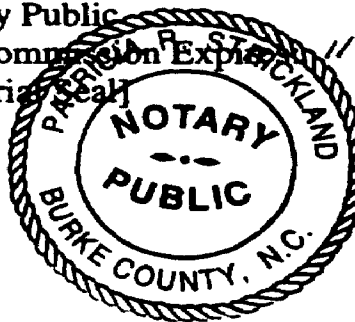
Patricia R. Strickland

Name PATRICIA R. STRICKLAND

Notary Public

My Commission Expires 11-14-06

[Notarial Seal]



STATE OF GEORGIA)
 : ss:
COUNTY OF GWINNETT)

I CERTIFY that on May 15th, 2002, Gary S. Epp personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Trademark Assignment as Intellectual Property - Vice President of Fitel USA Corp.; and

b.) this Trademark Assignment was signed and made by Fitel USA Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Ann Marshall

Name: Ann Marshall

Notary Public

My Commission Expires:

[Notarial Seal]

ANN MARSHALL
Notary Public, State of Georgia
Qualified in Hall County
Commission Expires: September 16, 2002

APPENDIX

Assigned Applications

Trademark	CountryName	Application	Status
BRIGHTWAVE	United States of America	76/312,922	Pending
OFS BRIGHTWAVE	United States of America	76/313,959	Pending
Miscellaneous Design (Wave)	United States of America	76/325,321	Pending
OFS and Design	United States of America	76/325,322	Pending