

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Avaya Integrated Cabinet Solutions Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 01/31/2004

2. Name and address of receiving party(ies)

Name: CommScope Solutions Properties, LLC

Internal

Address:

Street Address: 1385 Southern Way

City: Sparks State: NV Zip: 89431

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Nevada Limited Liability Company

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2502643

Additional number(s) attached Yes No

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

Name: Joan T. Pinaire

Internal Address: McCarter & English, LLP

Four Gateway Center

Street Address: 100 Mulberry Street

City: Newark State: NJ Zip: 07102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

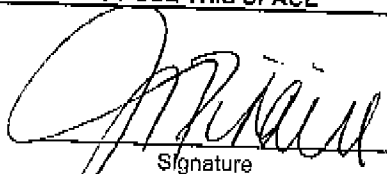
8. Deposit account number:

502639

DO NOT USE THIS SPACE

9. Signature.

Joan T. Pinaire
Name of Person Signing



3/2/04
Date

Total number of pages including cover sheet, attachments, and document: 8

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

CH \$40.00 502639 2502643

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of the 31st day of January, 2004 by Avaya Integrated Cabinet Solutions Inc., a Delaware corporation, having a place of business at 211 Mount Airy Road, Basking Ridge, New Jersey 07920, United States of America (hereinafter referred to as "ASSIGNOR") to CommScope Solutions Properties, LLC, a Nevada limited liability company, with offices at 1385 Southern Way, Sparks, Nevada 89431, United States of America (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR's parent company Avaya Inc. is selling certain assets and liabilities with respect to the Business (as defined in the Asset Purchase Agreement dated as of October 26, 2003 between Avaya Inc. and CommScope, Inc., a parent company of ASSIGNEE);

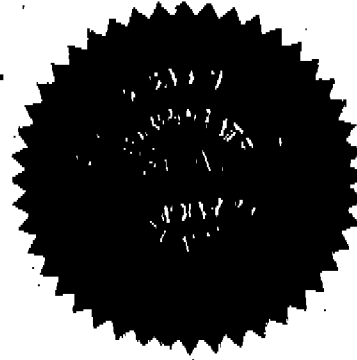
WHEREAS, in furtherance of the foregoing sale of assets, ASSIGNOR is desirous of transferring and assigning to ASSIGNEE, and ASSIGNEE is desirous of acquiring from ASSIGNOR, all of ASSIGNOR's right, title and interest in and to (a) those trademarks and service marks listed on the Schedule attached hereto, including any common law rights therein and any other rights arising out of the use thereof, together with the trademark and service mark registrations and applications set forth in the Schedule attached hereto, and (b) those common law trademarks and service marks used primarily in connection with the Business as of the date hereof, as it was conducted immediately prior to the date hereof, and as it was contemplated immediately prior to the date hereof to be conducted, exclusive of any such mark that contains the phrase "Avaya", (cumulatively, the "ASSIGNED MARKS") and all of the goodwill associated therewith and all other rights ASSIGNOR may have with respect to such ASSIGNED MARKS.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration of at least \$100, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **ASSIGNOR** does hereby transfer, convey and assign unto **ASSIGNEE** all of its right, title and interest in and to the **ASSIGNED MARKS**, throughout the world, together with the goodwill of the Business appertaining thereto and which is symbolized by the **ASSIGNED MARKS** and the worldwide 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 MARKS** or the accompanying goodwill.
2. **ASSIGNOR** agrees that, upon request it will, at any time without charge to **ASSIGNEE** but at **ASSIGNEE**'s expense, furnish all 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, and effecting the transfer and recording of, the **ASSIGNED MARKS** 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 as of the date stated above.

AVAYA INTEGRATED CABINET SOLUTIONS INC.



By: Gary K. McGuire

Name: Gary K. McGuire

Title: Attorney-in-Fact

COMMSCOPE SOLUTIONS PROPERTIES, LLC

By: _____

Name: _____

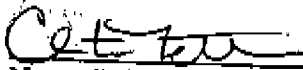
Title: _____

STATE OF NEW JERSEY)

COUNTY OF SOMERSET) ss.

I CERTIFY that on this 29th day of January, 2004, Gary K. McGuire personally appeared before me and acknowledged under oath to my satisfaction that:

- a) this person signed, sealed and delivered the attached Trademark Assignment as an Attorney-in-Fact of Avaya Integrated Cabinet Solutions Inc., and had the authority to do so; and
- b) the proper corporate seal was affixed.


Notary Public

[Notarial Seal]

Christina Tetterer
Notary Public of New Jersey
My Commission Expires January 17, 2006

STATE OF _____)

COUNTY OF _____) ss.

a) I CERTIFY that on this _____ day of _____, 2004, _____ personally appeared before me and acknowledged under oath to my satisfaction that this person signed and delivered the attached Trademark Assignment as the _____ of CommScope, Inc. of North Carolina, which is the sole Member of CommScope Nevada LLC, which is the sole Member of CommScope Solutions Properties, LLC, and had the authority to do so.

Notary Public

[Notarial Seal]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date stated above.

AVAYA INTEGRATED CABINET SOLUTIONS INC. [SEAL]

By: _____

Name: _____

Title: _____

COMMSCOPE SOLUTIONS PROPERTIES, LLC

By: Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Manager

STATE OF NEW JERSEY)

COUNTY OF SOMERSET) ss.
)

I CERTIFY that on this _____ day of _____, 2004, _____ personally appeared before me and acknowledged under oath to my satisfaction that:

- a) this person signed, sealed and delivered the attached Trademark Assignment as _____ of Avaya Integrated Cabinet Solutions Inc., and had the authority to do so; and
- b) the proper corporate seal was affixed.

Notary Public

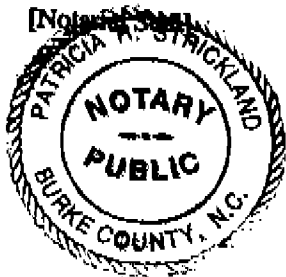
[Notarial Seal]

STATE OF NORTH CAROLINA)

COUNTY OF BURKE) ss.
)

- a) I CERTIFY that on this 29th day of JANUARY, 2004, FRANK B. WYATT, II personally appeared before me and acknowledged under oath to my satisfaction that this person signed and delivered the attached Trademark Assignment as the MANAGER of CommScope Solutions Properties, LLC, and had the authority to do so.

Patricia R. Strickland
Notary Public



Schedule of Assigned Marks
(Trademark Assignment by Avaya Integrated Cabinet Solutions Inc.)

POWERHOUSE	Cambodia	Registered	12080	05-Jul-1999	11992	16-Aug-1999
POWERHOUSE	Canada	Registered	1018583	09-Jun-1999	TMA 561213	02-May-2002
POWERHOUSE	China	Published	990068582	17-Jun-1999		
POWERHOUSE	Costa Rica	Registered	123991	25-Jun-1999	117684	02-Nov-1999
POWERHOUSE	Dominican Republic	Registered	N/A		0106400	30-Aug-1999
POWERHOUSE	Ecuador	Registered	96505	17-Jun-1999	8200	31-Jan-2000
POWERHOUSE	Egypt	Pending	125788	02-Aug-1999		
POWERHOUSE	El Salvador	Registered	366499	11-Jun-1999	00156	19-Sep-2000
POWERHOUSE	European Community	Registered	1253848	26-Jul-1999	001253648	08-Sep-2003
POWERHOUSE	Israel	Registered	128542	18-Jun-1999	128542	06-Jun-2000
POWERHOUSE	Moldova, Republic of	Registered	8703	15-Jun-1999	7349	10-May-2000
POWERHOUSE	New Zealand	Registered	311621	24-Jun-1999	311621	08-Jun-2000
POWERHOUSE	Nicaragua	Published	2003002709	09-Sep-2003		
POWERHOUSE	Panama	Registered	104161	01-Dec-1999	104161	01-Dec-2000
POWERHOUSE	Peru	Registered	85960	14-Jun-1999	57347	08-Sep-1999
POWERHOUSE	Poland	Registered	Z205325	28-Jul-1999		28-Feb-2003
POWERHOUSE	Saudi Arabia	Registered	49811	21-Jun-1999	51637	19-Jan-2000
POWERHOUSE	Thailand	Registered	390800	25-Jun-1999	Kor118151	25-Jun-1999
POWERHOUSE	Ukraine	Registered	99072374	09-Jul-1999	24583	15-Apr-2002
POWERHOUSE	United States of America	Registered	75723462	07-Jun-1999	2502643	30-Oct-2001
POWERHOUSE	Vietnam	Registered	991725	29-Jun-1999	35483	21-Nov-2000