

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MTS Holdings, LLC		03/31/2004	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA	
Name:	Andrew Corporation
Street Address:	10500 West 153rd Street
City:	Orland Park
State/Country:	ILLINOIS
Postal Code:	60462
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2416859	BRACKET MASTER COMMUNICATION SITE HARDWARE
Registration Number:	2281387	COM-STRUT
Registration Number:	2263368	ICECO

CORRESPONDENCE DATA	
Fax Number:	(312)569-3459
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 569-1459
Email:	ipdocket@gcd.com
Correspondent Name:	Gardner Carton & Douglas
Address Line 1:	191 North Wacker Drive
Address Line 2:	Suite 3700
Address Line 4:	Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	ANDREW-1900-0170
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NAME OF SUBMITTER:	Melissa S. Dillenbeck/mj
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Total Attachments: 3

CH \$90.00 2416859

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made as of this 31st day of March, 2004, by and between MTS HOLDINGS, LLC, a Connecticut limited liability company ("Parent"), MTS WIRELESS COMPONENTS, LLC, a Connecticut limited liability company ("MTS Wireless"), MTS SERVICES, INC., an Oregon corporation ("MTS Services", together with Parent and MTS Wireless, "Assignor"), and ANDREW CORPORATION, a Delaware corporation, having an address of 10500 West 153rd St., Orland Park, IL 60462, ("Assignee").

RECITALS

A. Assignor is the owner of and has adopted, used and is using the trademarks set forth in Schedule A (the "Marks"); and

B. Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks, including the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, grant, assign, transfer and set over unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Marks, including the goodwill associated therewith, for Assignee's use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives; together with all claims for damages by reason of past infringement of the Marks with the right to sue for and collect for its own use and benefit, and for the use and on behalf of its successors, assigns and legal representatives.

Assignor shall provide Assignee cooperation and assistance from time to time at Assignee's reasonable request and expense: (1) to prepare and execute any documents necessary to perfect this assignment; and (2) to enforce or defend any proceedings that may arise in connection with any of the rights assigned herein.

This assignment shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee. This assignment is made subject to the representations and warranties contained in the Asset Purchase Agreement by and among Assignor and Assignee dated March 27, 2004.

[SIGNATURE PAGE FOLLOWS]

IN TESTIMONY WHEREOF, Assignor has caused this assignment to be signed and executed by its duly authorized officer as of the date and year above written.

MTS HOLDINGS, LLC

By: 

Name: Paul J. Samuels

Title: Managing Member/CEO

MTS WIRELESS COMPONENTS, LLC

By: 

Name: Paul J. Samuels

Title: Managing Member/CEO

MTS SERVICES, INC.

By: 

Name: Paul J. Samuels

Title: Managing Member/CEO

SCHEDULE A

MARKS

<u>Mark</u>	<u>U.S. Reg. No.</u>
BRACKET MASTER	2,416,859
COM-STRUT	2,281,387
ICECO	2,263,368

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