

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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03-16-2004

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

To the Honorable Commissioner of

102695349

and original documents or copy thereof.

1. Name of conveying party(ies):

ALLEN TELECOM, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 1/31/02

2. Name and address of receiving party(ies)

Name: KeyBank National Association

Internal

Address: Attn: Large Corporate

Street Address: 127 Public Square

City: Cleveland State: OH Zip: 44114

- ☐ Individual(s) citizenship _____
☒ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ 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

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

A. Trademark Application No.(s) _____

See attached Exhibit A

B. Trademark Registration No.(s) _____

See attached Exhibit B

Additional number(s) attached ☒ Yes ☐ No

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

Name: Leslee Miraldi, Esq.

Internal Address: Thompson Hine LLP

Street Address: 127 Public Square

3900 Key Center

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved:

60

7. Total fee (37 CFR 3.41).....\$ 1,515.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Eduardo Kim

Name of Person Signing

Signature

April 11, 2002

Date

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

20

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002922 FRAME: 0254

EXHIBIT A

Attachment and continuation to Item 4A of the Trademark Recordation Cover Sheet.

Pending Trademark Applications

CASE NO.	APPLICATION NUMBER
201554-20060	75/104629
201554-20061	75/104631
201554-20062	75/525272
201554-20075	75/636800
066576-9007	76/064690
201554-20030	75/476565
201554-20115	76/205780
201554-20111	76/096697
201554-20113	76/169977
201554-20081	75/409808
201554-20068	75/584671
201554-20096	76/203430
201554-20064	75/346860
201554-20065	75/104633
201554-20066	74/541699
201554-20067	75/385458

EXHIBIT B

Attachment and continuation to Item 4B of the Trademark Recordation Cover Sheet.

Registered Trademarks

CASE NO.	REGISTRATION NUMBER
066574-9094	995195
066574-9093	979832
066574-9114	975836
066574-9135	1081382
066574-9101	1253708
066578-9115	2300490
066577-9046	2226626
201554-20004	1807249
201554-20002	1721653
066574-9102	1257468
066574-9121	2224156
066574-9133	1005769
066574-9100	1251031
066578-9108	1512563
201554-20025	2233987
201554-20045	2388051
201554-20035	2435524
201554-20040	2362743
066574-9145	1758155
201554-20050	2264662

Registered Trademarks

CASE NO.	REGISTRATION NUMBER
201554-20080	2189377
201554-20077	2116791
201554-20078	2137775
201554-20079	2116792
201554-20063	2094217
066574-9120	2203635
066574-9098	897298
066574-9136	839487
201554-20095	2499761
066574-9103	948853
066574-9118	2126159
066578-9111	2127574
066574-9112	2440667
066574-9104	083904
201554-20005	1804280
201554-20001	1882885
201554-20003	1756266
066574-9119	1049272
066574-9097	855734
201554-20015	2065601
066574-9106	916180
201554-20020	2130465

Registered Trademarks

CASE NO.	REGISTRATION NUMBER
066574-9141	1758149
066574-9092	1876437

10762132v1

INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 31st day of January, 2002, by ALLEN TELECOM INC., a Delaware corporation ("Borrower") in favor of KEYBANK NATIONAL ASSOCIATION, as the collateral agent (together with its successors and assigns, the "Collateral Agent"), for the benefit of the Creditors, as hereinafter defined.

1. Recitals.

Borrower entered into the Credit Agreement, as hereinafter defined, with the financial institutions listed on Annex 1 to the Credit Agreement (together with their respective successors and assigns, collectively, "Lenders" and individually, "Lender"), Bank One, Michigan (successor in interest to NBD Bank), as Documentation Agent, and KeyBank National Association, as the administrative agent under the Credit Agreement (together with its successors and assigns, the "Administrative Agent"), pursuant to which the Administrative Agent and the Lenders will, among other things, continue to grant financial accommodations to Borrower. Concurrently herewith, Borrower is entering into Amendment No. 7 to the Credit Agreement pursuant to which Borrower agreed to execute in favor of the Collateral Agent for the benefit of the Creditors an Intellectual Property Collateral Assignment Agreement.

Each of the Securities Holders, as hereinafter defined, has purchased the Senior Securities, as hereinafter defined, from Borrower in accordance with the terms and conditions of the Note Purchase Agreement, as hereinafter defined. Pursuant to the terms of the Note Purchase Agreement, the indebtedness evidenced by the Senior Securities is required to be secured equally and ratably with the Indebtedness created or incurred by Borrower pursuant to the Credit Agreement.

Borrower understands that the Administrative Agent and the Lenders are willing to enter into the above referenced amendment and continue to grant financial accommodations to Borrower only upon certain terms and conditions, one of which is that Borrower grant to the Collateral Agent, for the benefit of the Creditors, a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Borrower by the Administrative Agent and the Lenders and for other valuable considerations.

This Agreement is made for the benefit of the Creditors to equally and ratably secure the Secured Obligations, as hereinafter defined.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement and (b) unless otherwise defined in the Credit Agreement, terms that are defined in Chapter 1309 of the Ohio Revised Code, as in effect from time to time, are

used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Administrative Expenses” shall mean (a) any and all costs, liabilities and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys’ fees, legal expenses, judgments, suits, and disbursements) incurred by, imposed upon or asserted against, the Collateral Agent in any attempt by the Collateral Agent to (i) obtain, preserve, perfect or enforce any security interest evidenced by this Agreement or any Lending Party Document; (ii) obtain payment, performance or observance of any and all of the Secured Obligations; or (iii) maintain, insure, audit, collect, preserve, repossess or dispose of any of the Collateral or any other collateral securing the Secured Obligations, including, without limitation, costs and expenses for appraisals, assessments, and audits of Borrower or any such Collateral; (b) to the extent not included in subpart (a) hereof, any amounts payable to the Collateral Agent pursuant to Section 12.1 of the Credit Agreement; and (c) all costs, liabilities and expenses incidental or related to (a) or (b) hereof, including, without limitation, interest thereupon at the default rate set forth in Section 2.8(d) of the Credit Agreement.

“Administrative Obligations” shall mean, collectively, (a) all Administrative Expenses, and (b) all other Indebtedness or other obligations now owing or hereafter incurred by Borrower to the Collateral Agent pursuant to, or in connection with, this Agreement or any other Lending Party Document.

“Assignment” shall mean an Assignment in the form of Exhibit A attached hereto.

“Collateral” shall mean, collectively, all of Borrower’s existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing.

“Credit Agreement” shall mean the Credit Agreement executed by and among Borrower, the Lenders, Documentation Agent and the Administrative Agent, dated as of the 31st day of December, 1998, as amended and as the same may from time to time be further amended, restated or otherwise modified.

“Creditor” shall mean any Lender or Securities Holder.

“Event of Default” shall mean an event or condition that constitutes an event of default pursuant to Section 8 hereof.

“Lender Hedge Agreement” shall mean any currency swap or hedge agreement, interest rate swap, cap, collar or floor agreement, or other interest rate management device entered into

by Borrower with Administration Agent or any Lender, or any of their respective affiliates, in connection with the Obligations.

"Lender Hedge Agreement Obligations" shall mean the aggregate amount of Indebtedness under any Lender Hedge Agreement, provided that, in determining the amount of the Indebtedness under any Lender Hedge Agreement, such amount shall be based upon the net termination obligation of Borrower under such Lender Hedge Agreement, calculated as of any date as if such Lender Hedge Agreement shall have been terminated as of such date.

"Lending Party Documents" shall mean, collectively, (a) the Credit Documents and (b) the Note Purchase Agreement and the Senior Securities, together with all other documents, instruments or agreements executed and delivered in connection with the foregoing.

"Note Purchase Agreement" shall mean the Note Purchase Agreement, dated as of November 1, 1997, pursuant to which Borrower may sell and issue up to One Hundred Fifty Million Dollars (\$150,000,000) aggregate principal amount of its senior notes, issuable in series, as the same may from time to time be amended, supplemented, restated or otherwise modified or replaced.

"Obligations" shall mean (a) all amounts, direct or indirect, contingent or absolute, of every type or description, and at any time existing, owing by the Borrower or any other Credit Party to the Administrative Agent or any Lender pursuant to the terms of the Credit Agreement or any other Credit Document; and (b) the Lender Hedge Agreement Obligations owing to each Lender.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

"Secured Obligations" shall mean, collectively, (a) the Obligations, (b) the Securities Holder Obligations, and (c) the Administrative Obligations.

"Securities Holder Obligations" shall mean all Indebtedness or other obligations incurred by Borrower to the Securities Holders pursuant to the Senior Securities, whether for principal, interest, fees, premiums, costs or indemnities, and whether now existing or hereafter arising; provided that the total principal amount of the Securities Holder Obligations shall not be increased after the date hereof.

"Securities Holders" shall mean, collectively, all holders of the Senior Securities, and their respective successors and assigns.

"Senior Securities" shall mean the securities or other instruments issued pursuant to the Note Purchase Agreement, as the same may from time to time be amended, supplemented, restated or otherwise modified or replaced.

"USPTO" shall mean the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, Borrower hereby agrees that the Collateral Agent shall at all times have, and hereby grants to the Collateral Agent, for the benefit of the Creditors, a security interest in and collateral assignment of all of the Collateral, including (without limitation) all of Borrower's future Collateral, irrespective of any lack of knowledge by the Collateral Agent or any Creditor of the creation or acquisition thereof.

4. Representations and Warranties. Borrower represents and warrants to the Collateral Agent and each Creditor that:

(a) Borrower owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) The Collateral is valid and enforceable;

(c) Borrower has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(d) Except for liens expressly permitted pursuant to Section 9.3 of the Credit Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third Persons;

(e) Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

(f) Borrower has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Borrower shall not enter into any agreement that is inconsistent with Borrower's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Collateral Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Borrower hereby grants to the Collateral Agent, for the benefit of the Creditors, and its employees and agents the right, during regular business hours, to visit any location of Borrower or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Borrower's expense.

7. Standard Patent and Trademark Use. Borrower shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Borrower shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Borrower shall further conform its

usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. Event of Default.

(a) Any of the following shall constitute an Event of Default under this Agreement: (i) an Event of Default, as defined in the Credit Agreement, shall occur under the Credit Agreement; (ii) any representation, warranty or statement made by Borrower in or pursuant to this Agreement shall be false or erroneous in any material respect; or (iii) Borrower shall fail or omit to perform or observe any agreement made by Borrower in or pursuant to this Agreement.

(b) Borrower expressly acknowledges that the Collateral Agent, on behalf of the Creditors, shall record this Agreement with the USPTO. Contemporaneously herewith, Borrower shall execute and deliver to the Collateral Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Collateral Agent in escrow until the occurrence and during the continuance of an Event of Default and the direction by the Required Lenders to the Collateral Agent to record this Assignment; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default and the direction by the Required Lenders to the Collateral Agent to record this Assignment, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Collateral Agent in the form reflected on the face of the Assignment and the Collateral Agent may, in its sole discretion, record the Assignment with USPTO.

(c) If an Event of Default shall exist, Borrower irrevocably authorizes and empowers the Collateral Agent, on behalf of the Creditors, to terminate Borrower's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Borrower or any other Person or property, all of which Borrower hereby waives, and upon such terms and in such manner as the Collateral Agent may deem advisable, the Collateral Agent, on behalf of the Creditors, may, in its discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Borrower may have therein, at any time, or from time to time. No prior notice need be given to Borrower or to any other Person in the case of any sale of Collateral that the Collateral Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Collateral Agent shall give Borrower no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Borrower waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Collateral Agent or the Creditors may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Borrower hereby waives and releases. After deducting all Administrative Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Collateral Agent shall apply the net proceeds of each such sale to or toward the payment of the Secured Obligations in accordance with Section 7.4 of the Security Agreement executed as of December 31, 1998, by Borrower in

favor of KeyBank National Association, as Collateral Agent. Any excess, to the extent permitted by law, shall be paid to Borrower. In addition, the Collateral Agent shall at all times have the right to obtain appraisals of the Collateral, the cost of which shall be paid by Borrower.

9. Termination. At such time as the Secured Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with the Administrative Agent and the Lenders, Borrower shall have the right to terminate this Agreement. Upon written request of Borrower, the Collateral Agent shall execute and deliver to Borrower all deeds, assignments, and other instruments as may be necessary or proper to release the Collateral Agent's security interest in and assignment of the Collateral and to re-vest in Borrower full title to the Collateral, subject to any disposition thereof that may have been made by the Collateral Agent, for the benefit of the Creditors, pursuant hereto.

10. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Borrower shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Borrower shall not be obligated to maintain any Collateral in the event Borrower determines, in the reasonable business judgment of Borrower, that the maintenance of such Collateral is no longer necessary in Borrower's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Collateral Agent and the Creditors in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, upon demand by the Collateral Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

11. Borrower's Secured Obligation to Prosecute. Except as otherwise agreed to by the Collateral Agent in writing, Borrower shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Borrower. Borrower shall not abandon any Collateral without the prior written consent of the Collateral Agent, unless such abandonment will not have a material adverse effect on Borrower or such abandonment is in connection with the abandonment of a product or product line.

12. Collateral Agent's Right to Enforce. Borrower shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Collateral Agent, on behalf of the Creditors, shall have the right, but shall have no obligation, to join in any such action. Borrower shall promptly, upon demand, reimburse and indemnify the Collateral Agent and the Creditors for all damages, reasonable costs

and expenses, including attorneys' fees, incurred by the Collateral Agent and the Creditors in connection with the provisions of this Section 12, in the event the Collateral Agent, on behalf of the Creditors, elects to join in any such action commenced by Borrower.

13. Power of Attorney. Borrower hereby authorizes and empowers the Collateral Agent, on behalf of the Creditors, to make, constitute and appoint any officer or agent of the Collateral Agent as the Collateral Agent may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Borrower's name on all applications, documents, papers and instruments necessary for the Collateral Agent, on behalf of the Creditors, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Collateral Agent, on behalf of the Creditors, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. Collateral Agent to Act on Behalf of Creditors. The Creditors agree by their acceptance of the benefits hereof that this Agreement may be enforced on their behalf only by the action of the Collateral Agent, acting upon the instructions of the Required Lenders. No other Creditor shall have any right individually to seek to enforce or to enforce this Agreement or to realize upon the security to be granted thereby, it being understood and agreed that such rights and remedies may be exercised by the Collateral Agent, for the benefit of the Creditors, upon the terms of this Agreement.

14. Collateral Agent's Right to Perform Secured Obligations. If Borrower fails to comply with any of its obligations under this Agreement, the Collateral Agent, on behalf of the Creditors, may, but is not obligated to, do so in Borrower's name or in the name of the Collateral Agent, on behalf of the Creditors, but at Borrower's expense, and Borrower hereby agrees to reimburse the Collateral Agent, upon request, in full for all expenses, including attorneys' fees, incurred by the Collateral Agent and the Creditors in protecting, defending and maintaining the Collateral.

15. Additional Documents. Borrower shall, upon written request of the Collateral Agent, enter into such additional documents or instruments as may be required by the Collateral Agent in order to effectuate, evidence or perfect the interest of the Collateral Agent and the Creditors in the Collateral, as evidenced by this Agreement.

16. New Collateral. If, before the Secured Obligations shall have been satisfied in full and the terminated, Borrower shall obtain rights to any new Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on Schedule 1, as of the date hereof and Borrower shall give the Collateral Agent prompt written notice thereof.

17. Modification for New Collateral. Borrower hereby authorizes the Collateral Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Section 16 hereof and, at the Collateral Agent's request, Borrower shall execute any documents or instruments required by the Collateral Agent in order to modify this

Agreement as provided in this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of Borrower.

18. No Waiver. No course of dealing between Borrower and the Collateral Agent or any Creditor, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent or any such Creditor, any right, power or privilege hereunder or under any of the Lending Party Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. All of the rights and remedies of the Collateral Agent and the Creditors with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by Borrower and the Collateral Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any Lending Party Document, other than the Credit Agreement, the provisions of this Agreement shall control.

22. Assignment and Successors. This Agreement shall not be assigned by Borrower without the prior written consent of the Collateral Agent. This Agreement shall bind the successors and permitted assigns of Borrower and shall benefit the respective successors and assigns of the Collateral Agent and the Creditors. Any attempted assignment or transfer without the prior written consent of the Collateral Agent shall be null and void.

23. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address of Borrower specified on the signature page of this Agreement, and, if to the Collateral Agent, mailed or delivered to it, addressed to KeyBank National Association, the Collateral Agent, 127 Public Square, Cleveland, Ohio, 44114, Attention: Large Corporate Division, or if to any Creditor, mailed or delivered to it, addressed to the address of such Creditor specified on the appropriate Lending Party Document. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Borrower to the Collateral Agent or any Creditor pursuant to any of the provisions hereof shall not be effective until received by the Collateral Agent or such Creditor.

24. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement or any Lending Party Document and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Borrower agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

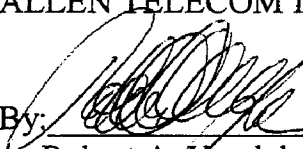
[Remainder of page intentionally left blank.]

25. JURY TRIAL WAIVER. BORROWER, THE COLLATERAL AGENT AND THE CREDITORS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWER, COLLATERAL AGENT AND THE CREDITORS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date set forth above at Cleveland, Ohio.

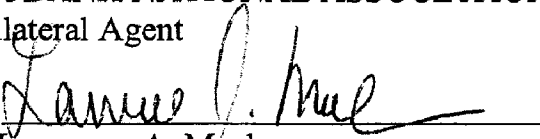
Address: 25101 Chagrin Boulevard
Beachwood, Ohio 44122
Attention: General Counsel

ALLEN TELECOM INC.

By: 
Robert A. Youdelman
Executive Vice President

This Agreement is hereby acknowledged
and agreed to by:

KEYBANK NATIONAL ASSOCIATION, as
Collateral Agent

By: 
Lawrence A. Mack
Senior Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Robert A. Youdelman, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ALLEN TELECOM INC., a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of February, 2002.



NOTARY PUBLIC

LAURA C. MEAGHER, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence A. Mack, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said KEYBANK NATIONAL ASSOCIATION, as the Collateral Agent, and that she/he executed the same as the act of such bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of February, 2002.



NOTARY PUBLIC

REBECCA F. HEIDINGER
NOTARY PUBLIC • STATE OF OHIO
My Commission Expires July 29, 2004

SCHEDULE 1

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE COLLATERAL AGENT, FOR THE BENEFIT OF THE CREDITORS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF JANUARY 31, 2002, EXECUTED BY ALLEN TELECOM INC., A DELAWARE CORPORATION ("BORROWER"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS THE COLLATERAL AGENT FOR THE CREDITORS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "COLLATERAL AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE COLLATERAL AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE COLLATERAL AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,
as the Collateral Agent

By: _____
Name _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, ALLEN TELECOM INC., a Delaware corporation ("Borrower"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Borrower has executed an Intellectual Property Collateral Assignment Agreement, dated as of January 31, 2002 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION, as the Collateral Agent for the Creditors, as defined in the Agreement (together with its successors and assigns, "Collateral Agent"), pursuant to which Borrower has granted to the Collateral Agent, for the benefit of the Creditors, a security interest in and collateral assignment of the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Collateral Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Borrower, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Collateral Agent, for the benefit of the Creditors, and their respective successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Collateral Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Collateral Agent, on behalf of the Creditors, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer as of January 31, 2002.

ATTEST:

ALLEN TELECOM INC.

By: _____

Print Name: _____

Robert A. Youdelman
Executive Vice President

Print Name: _____

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared Robert A. Youdelman, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of ALLEN TELECOM INC. , a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of February, 2002.

Notary Public

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