

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Allen Telecom LLC		10/29/2004	LTD LIAB JT ST CO: DELAWARE
Andrew Corporation		10/29/2004	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 16		
Property Type	Number	Word Mark
Registration Number:	0995195	ANTENNA SPECIALISTS
Registration Number:	0979832	AS
Registration Number:	0969538	AS
Registration Number:	2224156	DISCREET
Registration Number:	1005769	DURA-CON
Registration Number:	1251031	DURA-FLEX
Registration Number:	1758155	HARD HAT
Registration Number:	1498416	"HELPING THE WORLD COMMUNICATE"
Registration Number:	0897298	LINEBACKER
Registration Number:	2126159	MOSAIC
Registration Number:	1404504	ON-GLASS
Registration Number:	2440667	ON-GLASS
Registration Number:	0855734	QUICK-GRIP
Registration Number:	0916180	STRIPES OF QUALITY

CH \$415.00 0995195

Registration Number:	2261595	TELE-LOCATOR
Serial Number:	76271610	CONSTELLATION

CORRESPONDENCE DATA

Fax Number: (312)569-3489

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 569-1489

Email: ipdocket@gcd.com

Correspondent Name: Gardner Carton & Douglas LLP

Address Line 1: 191 North Wacker Drive

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	ANDREW - 001900-0178
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NAME OF SUBMITTER:	Barry W. Sufrin, Esq./mmj
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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Allen Telecom LLC (“Assignor”), a Delaware limited liability company, has adopted and is using or has used the registered and unregistered trademarks identified in Attachment 1 (collectively the “Trademarks”) and is the owner of the trademark registrations and application for registration listed therein;

WHEREAS, Assignor is the owner of the trademarks identified on Attachment 1 to this Agreement (the “Trademarks”) by way of the merger of the then owner of such trademarks, Allen Telecom Inc., into Adirondacks, LLC, a subsidiary of Andrew Corporation, the name of Adirondacks, LLC being subsequently changed to Allen Telecom LLC;

WHEREAS, Andrew Corporation (“Assignee”), a Delaware corporation, as a successor to the business of the Assignor to which the Trademarks relate within the meaning of 15 U.S.C. §1060, desires to acquire the Trademarks and their associated registration and applications for registration in order to assign same to MAXRAD, Inc., an Illinois corporation and wholly owned subsidiary of PCTEL, Inc., a Delaware corporation (“PCTEL”);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to said Trademarks and their associated registrations and application for registration together with the goodwill of the business symbolized by the Trademarks and their associated registrations.
2. Binding Agreement. The terms and covenants of this Agreement shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.
3. Miscellaneous. This Agreement shall be governed by the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof. Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

In the event that any provision of this Trademark Assignment Agreement be constructed to conflict with a provision in the Asset Purchase Agreement dated as of October 27, 2004 among PCTEL, Assignor and Assignee (the “Purchase Agreement”), the provision in the Purchase Agreement shall be deemed to be controlling. This assignment is made on the terms and subject to

the conditions of the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of this ___th day of October 2004.

"ASSIGNOR"

ALLEN TELECOM LLC
a Delaware limited liability company

By: James F. Petelle
Name: James F. Petelle
Title: Vice President

"ASSIGNEE"

ANDREW CORPORATION
a Delaware corporation

By: James F. Petelle
Name: James F. Petelle
Title: Vice President, Law and Secretary

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ATTACHMENT 1

United States Trademark Registrations

Trademark	Registration No.
ANTENNA SPECIALISTS	0995195
AS & Design	0979832
AS & Design	0969538
DISCREET	2224156
DURA-CON	1005769
DURA-FLEX	1251031
HARD HAT	1758155
HELPING THE WORLD COMMUNICATE	1498416
LINEBACKER	0897298
MOSAIC	2126159
ON-GLASS	1404504
ON-GLASS	2440667
QUICK-GRIP	0855734
STRIPES OF QUALITY	0916180
TELE-LOCATOR	2261595

Pending United States Trademark Application

Trademark	Serial No.
CONSTELLATION	76271610

Unregistered Trademarks

Trademark
DURA-COAT™
MEDALLION™
OMNI-LOC™
TEK BLACK™
EAC-50™
PRO-FLEX™
PRO-FLEX™ PLUS
THE ANTENNA COMPANY
MICROPULSE INCORPORATE

Registered Foreign Trademarks

Trademark	Country	Registration No.
ANTENNA SPECIALISTS	13/12865/00	South Africa
AS & Design	1005887	China
DURA-CON	212005	Canada