

08-11-2006



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To the Director of the U.S. Patent and Trademark Office, File Documents or the new address(es) below

8-10-06

1. Name of conveying party(ies):

Furukawa Electric North America, Inc.  
2000 Northeast Expressway  
Norcross, Georgia 30071-4230

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

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 15, 2004

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CommScope Solutions Properties, LLC  
Internal  
Address: \_\_\_\_\_  
Street Address: 1285 Southern Way  
City: Sparks  
State: Nevada  
Country: \_\_\_\_\_ Zip: 89431

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship Nevada, USA
- Other \_\_\_\_\_    Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 2,084,262

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: John H. Thomas, John H. Thomas, P.C.  
Internal Address: \_\_\_\_\_  
Street Address: 536 Granite Avenue  
City: Richmond  
State: Virginia      Zip: 23226  
Phone Number: 804 344 8130  
Fax Number: 804 644 3643  
Email Address: jthomas@zip-counsel.net

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b) & 3.41)      \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-2127  
Authorized User Name \_\_\_\_\_

9. Signature: [Signature]  
Signature  
John H. Thomas  
Name of Person Signing

August 8, 2006      Date

Total number of pages including cover sheet, attachments, and document: 01

# PATENT ASSIGNMENT AGREEMENT

15 THIS PATENT ASSIGNMENT AGREEMENT (the "Agreement") is dated April 15, 2004, between CommScope Solutions Properties, LLC, a Nevada limited liability company with its offices in Sparks, Nevada ("CSP") and Furukawa Electric North America, Inc., formerly known as Fitel USA Corp., a Delaware corporation with offices at 2000 Northeast Expressway, Norcross, Georgia, 30071-4230 ("FENA").

## Background Statement

In connection with the sale of its optical fiber business to FENA, Lucent Corporation transferred to FENA certain patents and trademarks that cover technology that is or may be used by an affiliate of CSP in the sale of robust optical connectors. Lucent Corporation retained other patents that relate to robust optical connectors. In connection with the sale of its connectivity business to affiliates of CSP, Lucent Corporation transferred to CSP certain patents that cover technology relating to the control of preform straightness that are or may be used by an affiliate of FENA in its business. The parties are entering into this Agreement to more closely align their intellectual property rights with their businesses.

## Agreement

Now therefore, the parties hereto agree for themselves, their successors and assigns as follows:

1. **Definitions.** When used in this Agreement as defined terms, the following terms shall have the meanings set forth below:

"Glodis Development Information" means any currently existing files in CSP's possession relating to the development history of the invention covered by the Glodis Patents, including any file wrappers for the Glodis Patents.

"Glodis Patents" means those specific patents relating to the control of preform straightness, commonly referred to as the "Glodis patents," that are listed on Schedule A.

"Retained Lucent Patents" means those specific patents relating to robust optical connectors listed on Schedule C.

"ROC Development Information" means any currently existing files in FENA's possession relating to the development history of the robust optical connector, including any file wrappers for the ROC Patents.

"ROC Mark" means the mark "ROC", including FENA's common law rights to use that mark, U.S. Registration No. 2084262 and any right that FENA may have to use or register the mark "ROC" in any other country.

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"ROC Patents" means those specific patents relating to robust optical connectors that are listed on Schedule B.

2. **Assignment by CSP.** CSP hereby assigns, conveys, transfers and delivers to FENA, its successors, assigns and legal representatives or nominees, all of CSP's entire right, title and interest, for all countries, jurisdictions and political entities of the world, to the Glodis Patents. The rights transferred to FENA are subject to the existing rights and licenses of third parties under the Glodis Patents. CSP promptly shall execute and deliver to FENA an assignment of the Glodis patents, in recordable form. FENA shall bear the entire expense of registering, prosecuting and maintaining the Glodis Patents subsequent to the date hereof, in all domestic and foreign jurisdictions.

3. **Assignment by FENA.** FENA hereby assigns, conveys, transfers and delivers to CSP, its successors, assigns and legal representatives or nominees, all of FENA's entire right, title and interest, for all countries, jurisdictions and political entities of the world, to the ROC Patents and the ROC Mark. The rights transferred to CSP with respect to the ROC Patents are subject to the existing rights and licenses of third parties under the ROC Patents. FENA promptly shall execute and deliver to CSP assignments of the ROC Patents and the ROC Mark, in recordable form. CSP shall bear the entire expense of registering, prosecuting and maintaining the ROC Patents and ROC Mark subsequent to the date hereof, in all domestic and foreign jurisdictions.

4. **Exchange of Information.** CSP will promptly provide FENA any Glodis Development Information in its possession and FENA will promptly provide CSP any ROC Development Information in its possession. Original file wrappers will be provided on a cost free basis, and copies of all other materials will be provided for the actual cost of copying and shipping the materials. Each party will have the unrestricted right to use, copy and disclose any such information delivered to it.

5. **Warranties.**

(a) CSP will cause the Glodis Patents to be released from any lien covering all or any part of CSP's intellectual property. CSP warrants that it owns the Glodis Patents and that it has not entered into any agreement with any third party that would be violated by its assignment of rights to FENA hereunder or that would grant any third party a license in the Glodis Patents.

(b) FENA will cause the ROC Patents to be released from any lien covering all or any part of FENA's intellectual property. FENA warrants that it owns the ROC Patents and the ROC Mark and that it has not entered into any agreement with any third party that would be violated by its assignment of rights to CSP hereunder or that would grant any third party a license in the ROC Patents.

(c) EXCEPT AS EXPRESSLY PROVIDED ABOVE, EACH PARTY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS HEREUNDER INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY WARRANTS THAT THE OTHER PARTY CAN EXPLOIT

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ANY ASSIGNED INTELLECTUAL PROPERTY RIGHTS WITHOUT INFRINGING OTHER INTELLECTUAL PROPERTY RIGHTS OF THE ASSIGNOR OR A THIRD PARTY.

6. **Retained Lucent Patents.** Neither party has any obligation to take any action with respect to the Retained Lucent Patents. CSP may elect, in its sole discretion and at its sole expense, to request that Lucent Corporation and/or American Telephone and Telegraph Company assign the Retained Lucent Patents to FENA. If Lucent Corporation and/or American Telephone and Telegraph Company assign the Retained Lucent Patents to FENA, FENA shall assign the Retained Lucent Patents to CSP, in the same manner that the ROC Patents are assigned hereunder.

7. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given upon receipt if (i) mailed by certified or registered mail, return receipt requested, (ii) sent by Federal Express or other express carrier, fee prepaid, (iii) sent via facsimile with receipt confirmed or (iv) delivered personally, addressed as follows or to such other address or addresses of which the respective party shall have notified the other.

(a) If to CSP:                                      CommScope Solutions Properties, LLC  
Attn: Frank B. Wyatt, II  
1100 CommScope Place SE, 28602  
Post Office Box 339  
Hickory, NC 28603-0339  
Facsimile: (828) 431-2520

(b) If to FENA:                                      Furukawa Electric North America, Inc  
Attn: Harold W. Council  
2000 Northeast Expressway  
Norcross, Georgia 30071-4230  
Facsimile:

8. **General Terms.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and may not be modified except in a writing signed by both of the parties hereto. This Agreement shall be governed by the laws of the State of North Carolina. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on its behalf by its duly authorized officer as of the date first written above.

**COMMSCOPE SOLUTIONS PROPERTIES, LLC**

By: Frank B. Wyatt, II  
Name: FRANK B. WYATT, II  
Title: Manager

**FURUKAWA ELECTRIC NORTH AMERICA, INC**

By: K. Takeuchi  
Name: KIYOSHI TAKEUCHI  
Title: President/CEO

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**Schedule A  
Glodis Patents**

<b>Country</b>	<b>Patent No.</b>	<b>Issue Date</b>
United States	6,105,396	8/22/00
Austria	0 214 037	3/15/02
Brazil	9902718	3/21/00
China	ZL99110356.4	2/12/03
Germany	69900958	11/21/02
Europe	0 972 752	3/6/02
Korea	327463	2/22/02
Taiwan	151231	6/20/02

**Schedule B**

**ROC Patents**

<b>Country</b>	<b>Patent No.</b>	<b>Issue Date</b>
United States	5,080,461	1/14/92
United States	5,123,073	6/16/92
Europe	0 516 337	7/23/97
Germany	69221032	11/13/97
Japan	2516721	7/24/96

**Schedule C  
Retained Lucent Patents**

<b>Country</b>	<b>Patent No.</b>	<b>Issue Date</b>
United States	5,257,332	10/26/93
United States	5,542,013	7/30/96
Europe	0 661 571	3/20/96
Japan	3115779	12/11/00

Date: 5/20/04 Initials FBW

Date: 6/1/04 Initials K.T

**Additional Patents to Schedule A**

**Glodis Patents**

<b>Country</b>	<b>Patent No.</b>	<b>Issue Date</b>
Great Britain	972752	03/06/02
France	972752	03/06/02

Date: 5/20/04 Initials FBW

Date: 10/1/04 Initials K.T