

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APW Electronics Limited		04/25/2007	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CommScope, Inc. of North Carolina		
<b>Street Address:</b>	1100 CommScope Place, SE		
<b>City:</b>	Hickory		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28602		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2551838	IMNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)644-3643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-344-8130		
<b>Email:</b>	jthomas@ip-counsel.net		
<b>Correspondent Name:</b>	John H. Thomas, P.C.		
<b>Address Line 1:</b>	536 Granite Avenue		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23226		
<b>ATTORNEY DOCKET NUMBER:</b>	COMMS 286T		
<b>NAME OF SUBMITTER:</b>	John H. Thomas		
<b>Signature:</b>	/John H. Thomas/		
<b>Date:</b>	06/01/2007		

OP \$40.00 2551838

**Total Attachments: 11**

source=assignment#page1.tif  
source=assignment#page2.tif  
source=assignment#page3.tif  
source=assignment#page4.tif  
source=assignment#page5.tif  
source=assignment#page6.tif  
source=assignment#page7.tif  
source=assignment#page8.tif  
source=assignment#page9.tif  
source=assignment#page10.tif  
source=assignment#page11.tif

DATED 25 April 2007

**APW UK Limited (in administration)**

**Andrew John Pepper and Neil Hunter Cooper  
as Administrators**

**APW Electronics Limited (in administrative receivership and liquidation)**

**Andrew John Pepper and Alastair Paul Beveridge  
as Administrative Receivers**

**CommScope Inc. of North Carolina**

**DEED OF ASSIGNMENT OF  
INTELLECTUAL PROPERTY RIGHTS**

DATED

25 April

2007

**PARTIES**

- 1 Seller **APW UK Limited (in administration)** (company no 05877056) whose registered office is at c/o Kroll Limited, 10 Fleet Place, London EC4M 7RB acting by the Administrators;
- 2 Administrators **Andrew John Pepper and Neil Hunter Cooper** its joint administrators both licensed insolvency practitioners of Kroll Limited, 10 Fleet Place, London EC4M 7RB in their respective capacities as joint administrators of the Seller;
- 3 APWEL **APW Electronics Limited (in administrative receivership and liquidation)** (company no. 00701364) whose registered office is at 38 Langham Street, London W1W 7AR acting by the Administrative Receivers;
- 4 Administrative Receivers **Andrew John Pepper and Alastair Paul Beveridge** its joint administrative receivers both licensed insolvency practitioners of Kroll Limited, 10 Fleet Place, London EC4M 7RB in their respective capacities as joint administrative receivers of APWEL; and
- 5 Buyer **CommScope Inc. of North Carolina** (a company registered in North Carolina under company no. 32725) whose registered office is at 1100 CommScope Place, SE, P.O. Box 339, Hickory, North Carolina 28603-0339.

**RECITALS**

(A) The Seller purchased the business and assets of APWEL, acting by the Administrative Receivers, on 26 July 2006 pursuant to the APWEL Sale Contract.

(B) The Administrators were appointed as joint administrators of the Seller by a notice of appointment filed at the High Court on 22 January 2007.

(C) The Seller, acting by the Administrators, and APWEL, acting by the Administrative Receivers, have agreed to assign such right, title and interest as they may have in and to the Intellectual Property Rights, to the Buyer, who has agreed to take such assignment, pursuant to the Agreement.

## OPERATIVE PROVISIONS

### 1 Definitions and interpretation

- 1.1 In this Deed, the "Agreement" means the agreement of even date between the Seller, the Administrators, APWEL, the Administrative Receivers and the Buyer or the sale and purchase of certain assets of the Seller.
- 1.2 Words and expressions used but not defined in this Deed shall have the same meanings as specified in the Agreement.
- 1.3 Unless the contrary intention appears, the following definitions apply:

*Intellectual Property Rights* all of the following intellectual property rights:

(a) the patents and patent applications listed in Part 1 of Schedule 1 of this agreement (the "Scheduled Patents"), along with all foreign counterparts, divisionals, continuations, continuations-in-part, re-examinations and re-issues of the Sellers patents and any amendment of any such patent resulting from re-examination;

(b) the trademarks and trademark applications listed in Part 2 of Schedule 1 of this agreement (the "Scheduled Trademarks"), along with any foreign counterparts;

(c) any unpatented inventions, and all drawings (whether in paper or electronic format), machine software code, tooling, tooling information, trade names, service marks, trade dress, trade secrets, technical know-how, copyrights, copyright registrations, applications for copyright registrations, research and development information, licences to third party technology,

the benefit of any licences granted in any of the foregoing (including, subject to clause 8 of the Agreement the rights to any royalties payable) and any other related Intellectual property of any kind whatsoever that are associated with the Intellectual property rights listed in Schedule 1 of this agreement; and

(d) any other intellectual property rights necessary for the Buyer to make or have made, market, use, import or sell, on a worldwide and exclusive basis, the "IMnet", "IMserve", "IMpatch" and "RAFT" products previously purchased by the Buyer or any of its affiliates from the Seller.

## 2 **Assignment**

The Seller, acting by the Administrators, and APWEL, acting by the Administrative Receivers, hereby assigns, and the Buyer hereby takes and agrees to hold the same unto the Buyer absolutely such right, title and interest as the Seller and APWEL may have in and to the Intellectual Property Rights including (without limitation) the right to sue or to commence proceedings in respect of every act of infringement occurring in relation to the Intellectual Property Rights occurring prior to the date of this Deed.

## 3 **General**

- 3.1 The Buyer acknowledges and agrees that the Administrators act at all times as the agents of the Seller and without personal liability.
- 3.2 The Buyer acknowledges and agrees that the Administrative Receivers shall incur no personal liability by reason of acting in the name of and on behalf of APWEL.
- 3.3 The Buyer acknowledges that the provisions of the Agreement where applicable by their context (and in particular, without limitation, the provisions of clause 10 and Schedule 1 of the Agreement) shall take effect as if set out in full in this Deed of Assignment and shall take effect in favour of the Administrators and the Administrative Receivers as well as of the Seller and APWEL.

3.4 Any stamp duty or other tax arising out of the execution and delivery of this Deed of Assignment shall be for the Buyer's account.

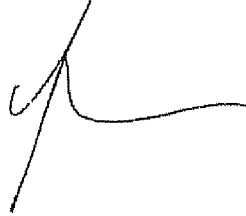
3.5 The Seller and APWEL shall promptly on execution of this Deed of Assignment execute and deliver (at the Buyer's cost) such further documents and do such things as the Buyer may reasonably require to give effect to the assignment affected by this Deed of Assignment.

4 **Proper law**

The construction, validity and performance of this Deed of Assignment shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

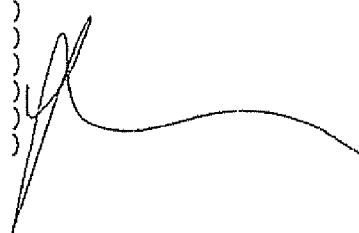
Delivered as a Deed on the date of this document.

Executed as a deed by **APW UK Limited (in administration)** acting by its joint administrator **Andrew John Pepper**, as its agent and without personal liability pursuant to powers conferred under the Insolvency Act 1986 by a notice of appointment dated 22 January 2007 in the presence of :



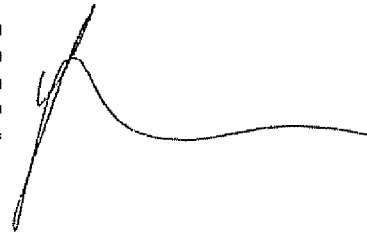
Name of witness: MARCUS FLETCHER  
Signature of witness: M FLETCHER  
Address: KROLL LIMITED, 10 FLEET PLACE, LONDON, EC4A 3DF  
Occupation: ACCOUNTANT

Executed as a Deed by **Andrew John Pepper** for and on behalf of the **Administrators** without personal liability and solely for the purpose of receiving the benefit of the provisions of this Deed in their favour in the presence of:



Name of witness: MARCUS FLETCHER  
Signature of witness: M FLETCHER  
Address: KROLL LIMITED, 10 FLEET PLACE, LONDON, EC4A 3DF  
Occupation: ACCOUNTANT

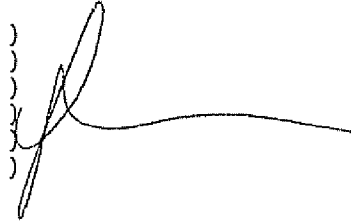
Executed as a deed by **APW Electronics Limited (in administrative receivership and liquidation)** acting by its joint administrative receiver **Andrew John Pepper**, without personal liability in the presence of :



Name of witness: MARCUS FLETCHER  
Signature of witness: M FLETCHER  
Address: KROLL LIMITED, 10 FLEET PLACE, LONDON, EC4A 3DF  
Occupation: ACCOUNTANT



Executed as a Deed by **Andrew John Pepper** for and on behalf of the **Administrative Receivers** without personal liability and solely for the purpose of receiving the benefit of the provisions of this Deed in their favour in the presence of:

)  
)  
)  
)  
)  


Name of witness: MARCOS FLETCHER  
Signature of witness: M Fletcher  
Address: KNOX LIMITED, 10 FLEET PLACE, LONDON EC4A 3EB  
Occupation: ACCOUNTANT

Executed as a deed by **CommScope Inc.** of )  
**North Carolina** acting by [*name of director*] )  
and [*name of director/secretary*]: )

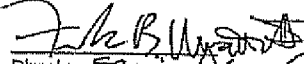

Director

Director/Secretary

Executed as a Deed by **Andrew John Pepper** )  
for and on behalf of the **Administrative** )  
**Receivers** without personal liability and solely )  
for the purpose of receiving the benefit of the )  
provisions of this Deed in their favour in the )  
presence of: )

Name of witness:  
Signature of witness:  
Address:  
Occupation:

Executed as a deed by **CommScope, Inc.** of  
**North Carolina** acting by

  
Director ~~Senior Vice President~~  
  
Director/Secretary  
Asst

**SCHEDULE**

**Intellectual Property Rights**

**Part 1**

**The Seller's Patents**

Owner	Patent	Reg. No.	Reg. Date	Country
APW Electronics Ltd.	Electrical Cabinet and Frame Therefore	99962437.2	Pending	EP
APW Electronics Ltd.	Electrical Cabinet and Frame Therefore	2345240	18-Sep-2002	UK
APW Electronics Ltd.	Electrical Cabinet and Frame Therefore	7,090,315	15-Aug-2006	US
APW Electronics Ltd.	Cabinet	1146803	30-Mar-2005	EP
APW Electronics Ltd.	Cabinet	1354535	20-Apr-2005	EP
APW Electronics Ltd.	Cabinet	1355394	20-Apr-2005	EP
APW Electronics Ltd.	Cabinet	1146803	30-Mar-2005	FR
APW Electronics Ltd.	Cabinet	1354535	20-Apr-2005	FR
APW Electronics Ltd.	Cabinet	1355394	20-Apr-2005	FR
APW Electronics Ltd.	Cabinet	69924526.5	30-Mar-2005	DE
APW Electronics Ltd.	Cabinet	69924893.0	20-Apr-2005	DE
APW Electronics Ltd.	Cabinet	69924894.9	20-Apr-2005	DE
APW Electronics Ltd.	Cabinet	1146803	30-Mar-2005	IT
APW Electronics Ltd.	Cabinet	1354535	20-Apr-2005	IT
APW Electronics Ltd.	Cabinet	1355394	20-Apr-2005	IT
APW Electronics Ltd.	Cabinet	1146803; GB2345239	30-Mar-2005	UK
APW Electronics Ltd.	Cabinet	1354535; GB2375289	20-Apr-2005	UK
APW Electronics Ltd.	Cabinet	2376173	22-Jan-2003	UK
APW Electronics Ltd.	Cabinet	1355394; GB2375702	20-Apr-2005	UK
APW Electronics Ltd.	Panel	1147585	14-Sep-2005	EP
APW Electronics Ltd.	Panel	1147585	14-Sep-2005	FR
APW Electronics Ltd.	Panel	2345925	05-Mar-2003	UK
APW Electronics Ltd.	Panel	1147585; DE60022625	14-Sep-2005	DE
APW Electronics Ltd.	Hinge Connection	2345940	14-Aug-2002	UK
APW Electronics Ltd.	Earth Continuity Squid	1145383	02-Feb-2005	EP
APW Electronics Ltd.	Earth Continuity Squid	1145383	02-Feb-2005	FR
APW Electronics Ltd.	Earth Continuity Squid	60017871.4	02-Feb-2005	DE
APW Electronics Ltd.	Earth Continuity Squid	21919BE & 1145383	02-Feb-2005	IT
APW Electronics Ltd.	Earth Continuity Squid	1145383	02-Feb-2005	UK
APW Electronics Ltd.	A Support Member for a Cabling and Associated Equipment Enclosure	2355600	10-Dec-2003	UK
APW Ltd	A support member for a cabling and Associated Equipment Enclosure	6,423,898	23-Jul-2002	US
APW Electronics Ltd.	A Support Member for a	10051421.9	Pending	DE

Owner	Patent	Reg. No.	Reg. Date	Country
	Cabling and Associated Equipment Enclosure			
APW Ltd.	Mounting Bracket	10054213.1	Pending	DE
APW Electronics Ltd.	Mounting Bracket	2356015	13-Aug-2005	UK
APW Ltd	Mounting Bracket	6,497,395	24-Dec-2002	US
APW Electronics Ltd.	Door Latching Mechanism	2364741	03-Mar-2004	UK
APW Ltd.	Door Latching Mechanism	6,682,109	27-Jan-2004	US
APW Electronics Ltd.	Caster with Foot Through Spindle	2363568	12-Mar-2003	UK
APW Ltd	Caster with Foot through Spindle	6,591,449	15-Jul-2003	US
APW Electronics Ltd.	Design	0000842.5	04-Jul-1991	HK
APW Electronics Ltd.	Cabinet	7,014,155	21-Mar-2006	US
APW Electronics Ltd.	Cabinet	7,004,553	28-Feb-2006	US
APW Electronics Ltd.	Cabinet	6,921,055	26-Jul-2005	US
APW Electronics Ltd.	Panel	6,580,030	17-Jun-2003	US
APW Electronics Ltd.	Hinge Connection	6,810,562	02-Nov-2004	US
APW Electronics Ltd.	Rack/Framework assembly	D437300	06-Feb-2001	US
APW Electronics Ltd.	Gland plate for cabinet top panel	D439454	27-Mar-2001	US
APW Electronics Ltd.	Top cover plate for cabinet	D439455	27-Mar-2001	US
APW Electronics Ltd.	Gland plate for cabinet top panel	D439776	03-Apr-2001	US
APW Electronics Ltd.	Handle for cabinet side panel	D441576	08-May-2001	US
APW Electronics Ltd.	Oval Slam latch for cabinet side panel	D445664	31-Jul-2001	US
APW Electronics Ltd.	Set of handles for cabinet door	D460678	23-Jul-2002	US

The Seller's Trademarks

Part 2

Mark (Matter No.)	Country	(Application) Registration No.
ETRAK (130912.00098)	UK	2007096
IMFRAME (130912.00024)	UK	2201625
IMNET (130912.00026)	Canada	577269
IMNET (130912.00027)	China	1629589
IMNET (130912.00028)	China	1634303
IMNET (130912.00029)	Europe	1611169
IMNET (130912.00085)	Japan	4851060
IMNET (130912.00031)	UK	2201626
IMNET (130912.00030)	U.S.	2,551,838
IMSERV (130912.00047)	Canada	580405
IMSERV (130912.00048)	China	1629588
IMSERV (130912.00049)	China	1634304
IMSERV (130912.00050)	Europe	1611136
IMSERV (130912.00051)	Japan	4530211
IMSERV (130912.00052)	U.S.	2,959,996
IMSLIDE (130912.00054)	UK	797255
PATINA (130912.00095)	Europe	753103