

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ASC Signal Corporation		04/22/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Ave., 6th Floor
Internal Address:	1 PNC Plaza
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2616404	CHANNEL MASTER
Registration Number:	0598429	CHANNEL MASTER
Registration Number:	0693777	CHANNEL MASTER
Registration Number:	1248040	CHANNEL MASTER
Registration Number:	1786524	CHANNEL MASTER
Registration Number:	1936178	CHANNELMAX
Registration Number:	0738181	CROSSFIRE
Registration Number:	1342339	
Registration Number:	0742573	DURA-TUBE
Registration Number:	1216521	FEEDER-PAK
Registration Number:	2402707	STEALTHTENNA
Registration Number:	0781283	JOIN-TENNA
Registration Number:	1292704	MICRO-BEAM

OP \$540.00 2616404

Registration Number:	1008341	QUANTUM
Registration Number:	0672160	PARA-SCOPE
Serial Number:	78948157	SMARTAD
Registration Number:	1873694	SMARTENNA
Registration Number:	2999344	SMARTMAC
Registration Number:	1666521	SMARTRACK
Registration Number:	1502043	SPIRA-CONE
Registration Number:	1760605	TRIFOLD

CORRESPONDENCE DATA

Fax Number: (216)363-4588
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (216) 363-4418
Email: trademark@bfca.com
Correspondent Name: Laura Beresh
Address Line 1: 200 Public Square
Address Line 2: Suite 2300
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	31444-2
NAME OF SUBMITTER:	Laura Beresh
Signature:	/Laura Beresh/
Date:	06/03/2008

Total Attachments: 24

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered at Cleveland, Ohio as of this 22nd day of April, 2008, by ASC SIGNAL CORPORATION, a Delaware corporation (together with its successors and assigns, "Pledgor"), to PNC BANK, NATIONAL ASSOCIATION ("Agent"), as agent for the financial institutions which are now or which hereafter become a party to the Domestic Credit Agreement (as hereinafter defined) and for the financial institutions which are now or which hereafter become a party to the Export Credit Agreement (as hereinafter defined) (each, a "Lender" and collectively, "Lenders").

RECITALS:

Agent, Lenders, Pledgor, ASC SIGNAL HOLDINGS CORPORATION, a Delaware corporation ("Parent"), ASCS CANADIAN SIGNAL CORPORATION, an unlimited liability company existing under the laws of the Province of Nova Scotia, Canada ("ASC Canada"), ASC SIGNAL GLOBAL CORPORATION, a Delaware corporation ("ASC Canada Holding"), and ASC SIGNAL INTERNATIONAL CORPORATION, a Delaware corporation ("ASC International"), are party to a certain Amended and Restated Revolving Credit, Guaranty and Security Agreement dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Domestic Credit Agreement").

Agent, Lenders, Pledgor, Parent, ASC Canada, ASC Canada Holding and ASC International are party to a certain Export Revolving Credit, Guaranty and Security Agreement dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Export Credit Agreement", and together with the Domestic Credit Agreement, collectively, the "Credit Agreements").

Pledgor desires that Lenders (i) continue to grant the financial accommodations to Pledgor as described in the Domestic Credit Agreement and (ii) grant the financial accommodations to Pledgor as described in the Export Credit Agreement, and Pledgor deems it to be in its direct pecuniary and business interests that Pledgor obtains or continues to obtain, as the case may be, such financial accommodations from Lenders.

Pledgor understands that Agent and Lenders are willing to grant, or continue to grant, as the case may be, such financial accommodations to Pledgor only upon certain terms and conditions, one of which is that Pledgor grant to Agent, for the benefit of Lenders, a security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted by Lenders to Pledgor under the Credit Agreements and for other valuable considerations

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

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

“Collateral” shall mean, collectively, all of Pledgor’s existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor’s business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

“Debt” shall mean the Obligations, as such term is defined in each of the Credit Agreements.

“Licenses” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“Obligor” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Debt and includes, without limitation, Pledgor, Parent and any other Guarantor.

“Patents” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application (other than intent to use applications), including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c)

the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the applicable Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Agent or Lenders of the creation or acquisition thereof.

3. Warranties and Representations. Pledgor represents and warrants to Agent and Lenders that as of the date hereof:

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

(b) except as set forth in Schedules 5.9 and 5.10 of the Credit Agreements, Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for Permitted Encumbrances, Pledgor 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 Pledgor not to sue third Persons;

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

(e) Pledgor 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;

(f) Pledgor represents and warrants that it is the true and lawful owner or licensee of the Trademarks listed on Schedule B attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that such Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any registered trademark or registered service mark in a manner which would reasonably be expected to have a Material Adverse Effect; and

(g) Pledgor represents and warrants that it is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A, attached hereto and made a part hereof, that said

Patents constitute all the United States patents and applications for United States patents that Pledgor now owns, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to practice under all Patent registrations that it owns, uses or practices under. Pledgor further warrants that it is not aware of any third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe on any patent in a manner which would reasonably be expected to have a Material Adverse Effect.

4. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor'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 other than in the ordinary course of business consistent with past practice or as otherwise permitted by the Credit Agreements without Agent's prior written consent. Absent such prior written consent, any such attempted sale or license is null and void.

5. Right to Inspect. Pledgor hereby grants to Agent and Lenders and their respective employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in the Credit Agreements.

6. Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

7. Event of Default.

(a) Pledgor expressly acknowledges that Agent may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to providing the notice provided for in this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Agent may, in its sole discretion, record the Assignment with the PTO.

(b) If an Event of Default shall occur and be continuing, Pledgor irrevocably authorizes and empowers Agent, on behalf of Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses

(including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt in accordance with the terms of the Credit Agreements. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. Termination. At such time as the Debt has been irrevocably paid in full (other than contingent indemnity obligations), the commitments of Lenders under each of the Credit Agreements terminated, and each of the Credit Agreements terminated and not replaced by any other credit facility with Agent and Lenders, this Agreement shall terminate and Agent shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however, that the provisions of Sections 9, 11, 22, 23, 24, 25 and 26 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral as required by the Credit Agreements, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer material to Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent and Lenders 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, reasonable 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 Pledgor, within ten (10) days of demand by Agent, and, until so paid after demand, may be added to the principal amount of the Debt.

10. Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement unless Pledgor determines in its reasonable business judgment to not pursue any such application or thereafter until the Debt shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees, except for any such Collateral that is not material to the business Pledgor determines in its reasonable business judgment not to so maintain. Any reasonable expenses incurred by Agent in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any

Collateral without the prior written consent of Agent unless such abandonment will not have a Material Adverse Effect on Pledgor or such abandonment is an abandonment of a product or product line.

11. Agent's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and Lenders shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Lenders for all damages, and reasonable expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence of and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments reasonably necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or reasonably necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor 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.

13. Agent's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent on demand in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full, Pledgor shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Agent prompt written notice thereof no less frequently than quarterly.

16. Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as

provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Agent may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

17. No Waiver. No course of dealing between Pledgor and Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under any of the Other 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.

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

19. 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.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreements, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made upon Pledgor or Agent as the case may be, in accordance with the terms of Section 16.6 of the Credit Agreements.

23. Governing Law. This Assignment shall be construed in accordance with and governed by the internal law, and not the law of conflicts, of the State of Ohio. Any judicial proceeding brought by or against Pledgor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of Ohio, United States of America, and, by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail

(return receipt requested) directed to Pledgor at its address set forth in Section 16.6 of the Credit Agreements and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon Pledgor. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Any judicial proceeding by Pledgor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Cuyahoga, State of Ohio.

24. Indemnity: Administration and Enforcement. Pledgor will reimburse Agent, on Agent's demand from time to time, for any and all fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by Agent, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, at a rate per annum equal to the Default Rate.

25. Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to any Obligor, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent or any Lender to grant any other credit to any Obligor even if Agent or such Lender thereby breaches any duty or commitment to Pledgor or any other Person,

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of any Other Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or either of the Credit Agreements),

(e) any acceptance of security for or any other Obligor on the Debt or any part thereof, or any release of any security or other Obligor, whether or not Agent or any Lender receives consideration for the release,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of any Other Document.

26. No Setoff; Rights Against Other Obligors. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Agent or any Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full, Pledgor will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

27. Entire Agreement.

(a) This Agreement integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all oral representations and negotiations and prior writings with respect to the subject matter hereof. Each reference that is made in any Other Documents to that certain Intellectual Property Security Agreement dated as of January 31, 2008, by Pledgor in favor of Agent (the "Original IP Security Agreement"), shall hereafter be construed as a reference to the Original IP Security Agreement, as amended and restated pursuant to this Agreement, and as it may from time to time be further amended, restated or otherwise modified.

(b) This Agreement is an amendment and restatement of the Original IP Security Agreement and supersedes such agreement; provided, however, that (i) the execution and delivery of this Agreement shall not effect a novation of the Original IP Security Agreement but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of such agreement, and (ii) the security interests and other liens granted under the Original IP


Security Agreement are and shall remain legal, valid, binding and enforceable liens against the "Collateral" described therein (the "Original Collateral").

(c) Pledgor hereby acknowledges and confirms the continuing existence and effectiveness of the security interests and other liens granted by Pledgor to Agent, for the benefit of the Lenders, in the Original Collateral under the Original IP Security Agreement and further agrees that the execution and delivery of this Agreement and the Other Documents shall not in any way release, diminish, impair, reduce or otherwise affect the security interest and other liens against the Original Collateral created by the Original IP Security Agreement.

[The remainder of this page is intentionally left blank.]

28. JURY TRIAL WAIVER. PLEDGOR AND AGENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG 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. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

ASC SIGNAL CORPORATION

By: 
Print Name: Ki Nixon
Title: Ki Nixon
Secretary

PNC BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: _____
Print Name: _____
Title: _____

[SIGNATURE PAGE -- AMENDED AND RESTATED IP SECURITY AGREEMENT -- PNC/ASC -- BORROWER]

28. JURY TRIAL WAIVER. PLEDGOR AND AGENT, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG 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. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

ASC SIGNAL CORPORATION

By: _____
Print Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: T L H
Print Name: Thomas L. Humbyl
Title: V.P.

{SIGNATURE PAGE - AMENDED AND RESTATED IP SECURITY AGREEMENT - PNC/ASC - BORROWER}

SCHEDULE A
Patents

NOTE: The Patents listed on this Schedule A have been assigned to ASC Signal Corporation.

<u>Case Number</u>	<u>Patent/App Number</u>	<u>Country</u>	<u>File/Iss Date</u>	<u>Status</u>	<u>Registrant</u>
	<i>High Isolation Switch</i>				
1188	5,521,562	United States	28-May-96	Issued	Andrew Corporation
	<i>Die-Castable Corrugated Horns Providing Elliptical Beams</i>				
1191	5,552,797	United States	3-Sep-96	Issued	Andrew Corporation
	<i>Waveguide for Use in Dual Polarisation Probe System</i>				
1194CONT4	7,304,552	United States	4-Dec-07	Issued	Andrew Corporation
	<i>Heating System for Microwave Antenna Reflector and Method for Making the Same</i>				
1195	5,945,955	United States	31-Aug-99	Issued	Andrew Corporation
	<i>Broad Band Dipole Element and Array</i>				
1196	5,892,486	United States	6-Apr-99	Issued	Andrew Corporation
	<i>Antenna Feed and a Reflector Antenna System and a Low Noise (LNB) Receiver, both with such an Antenna Feed</i>				
1198	6,549,173	United States	15-Apr-03	Issued	Andrew Corporation
1198CONT	6,831,612	United States	14-Dec-04	Issued	Andrew Corporation
	<i>Broad Band Quad Ridged Polarizer</i>				
1199	6,097,264	United States	1-Aug-00	Issued	Andrew Corporation
	<i>Planar Ortho-Mode Transducer</i>				
1201	6,087,908	United States	11-Jul-00	Issued	Andrew Corporation
	<i>Multi-Frequency Antenna Feed</i>				
1202	6,720,932	United States	13-Apr-04	Issued	Andrew Corporation
	<i>Dual Polarization Waveguide Probe System with Wedge Shape Polarization Rotator</i>				
1203CONT3	7,215,222	United States	8-May-07	Issued	Andrew Corporation
	<i>Antenna with Molded Integral Polarity Plate</i>				
1204	6,188,372	United States	13-Feb-01	Issued	Andrew Corporation
	<i>Slip Joint Polarizer</i>				
1205	6,297,710	United States	2-Oct-01	Issued	Andrew Corporation

TRADEMARK

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<u>Case Number</u>	<u>Patent/App Number</u>	<u>Country</u>	<u>File/Iss Date</u>	<u>Status</u>	<u>Registrant</u>
<i>Antenna</i>					
1206DES	Des. 426,233	United States	6-Jun-00	Issued	Andrew Corporation
<i>Antenna</i>					
1207DES	Des. 427,183	United States	27-Jun-00	Issued	Andrew Corporation
<i>Housing for Antenna Feed Horn and Transmit Electronics</i>					
1208DES	Des. 431,555	United States	3-Oct-00	Issued	Andrew Corporation
<i>Dual Circular Polarity Waveguide System</i>					
1209	6,839,037	United States	4-Jan-05	Issued	Andrew Corporation
<i>Multi-Beam Antenna</i>					
1210	6,222,495	United States	24-Apr-01	Issued	Andrew Corporation
1210CONT	6,323,822	United States	27-Nov-01	Issued	Andrew Corporation
<i>Low Noise Block PCB Mounting System Using Non-Linear Insertable Probes</i>					
1211	6,980,065	United States	27-Dec-05	Issued	Andrew Corporation
<i>Multi-Port Multi-Band Transceiver Interface Assembly</i>					
1212	6,600,387	United States	29-Jul-03	Issued	Andrew Corporation
<i>N Port Feed Device</i>					
1213	6,621,375	United States	16-Sep-03	Issued	Andrew Corporation
1213GB	2,397,178	Great Britain	18-May-05	Issued	Andrew Corporation
<i>Reflector Antenna Support Structure</i>					
1264	7,173,575	United States	6-Feb-07	Issued	Andrew Corporation
<i>Multi-Planar Sealing Gasket for Waveguide Assembly</i>					
1272	7,193,491	United States	20-Mar-07	Issued	Andrew Corporation
<i>Waveguide to Microstrip Transition</i>					
1280	7,170,366	United States	30-Jan-07	Issued	Andrew Corporation
<i>Dual Band Feed Window</i>					
1282	7,154,450	United States	26-Dec-06	Issued	Andrew Corporation
<i>High Resolution Orientation Adjusting Arrangement for Feed Assembly</i>					
1283	7,196,675	United States	27-Mar-07	Issued	Andrew Corporation

<u>Case Number</u>	<u>Patent/App Number</u>	<u>Country</u>	<u>File/Iss Date</u>	<u>Status</u>	<u>Registrant</u>
<i>Multiple Beam Feed Assembly</i>					
1286	7,280,080	United States	9-Oct-07	Issued	Andrew Corporation
<i>Antenna Mount with Fine Adjustment Cam</i>					
1297	10/907,163	United States	23-Mar-05	Pending	Andrew Corporation
<i>Precision Adjustment Antenna Mount and Alignment Method</i>					
1300	7,046,210	United States	16-May-06	Issued	Andrew Corporation
<i>Adjustment Tool</i>					
1307	7,219,581	United States	22-May-07	Issued	Andrew Corporation
<i>Hydrophobic Feed Window</i>					
1327	11/292,912	United States	2-Dec-05	Pending	Andrew Corporation
<i>Satellite Interactive Terminal Transceiver</i>					
1348	11/277,300	United States	23-Mar-06	Pending	Andrew Corporation
<i>Method and Apparatus for DC Power Management within Multi-Channel LNB</i>					
1349	11/277,404	United States	24-Mar-06	Pending	Andrew Corporation
<i>Cross-Polar and Co-Polar Transceiver</i>					
1354	11/426,673	United States	27-Jun-06	Pending	Andrew Corporation
<i>Circular and Linear Polarization LNB</i>					
1356	11/459,032	United States	21-Jul-06	Pending	Andrew Corporation
<i>Squint-Beam Corrugated Horn</i>					
1379	11/423,256	United States	9-Jun-06	Pending	Andrew Corporation
<i>Low AzEl Lockdown Shift Antenna Mount</i>					
1406	11/614,904	United States	21-Dec-06	Pending	Andrew Corporation
<i>Antenna Mounting Food and Method of Manufacturing</i>					
1409	11/735,406	United States	13-Apr-07	Pending	Andrew Corporation
<i>VIM and Fred VSAT Interoperability Modules</i>					
1458PZ	60/890,533	United States	19-Feb-07	Pending	Andrew Corporation
1458	11/779,402	United States	18-Jul-07	Pending	Andrew Corporation
<i>Rotatable Antenna Mount</i>					
1464PZ	60/940,030	United States	24-May-07	Pending	Andrew Corporation
<i>Segmented Antenna Reflector</i>					
1466PZ	60/940,035	United States	24-May-07	Pending	Andrew Corporation

<u>Case Number</u>	<u>Patent/App Number</u>	<u>Country</u>	<u>File/Iss Date</u>	<u>Status</u>	<u>Registrant</u>
<i>Precision Antenna Positioner</i>					
1467PZ	60/940,039	United States	24-May-07	Pending	Andrew Corporation
<i>Mobile Antenna Support</i>					
1468PZ	60/940,050	United States	24-May-07	Pending	Andrew Corporation
<i>Cross-Polarisation Compensating Feed Horn and Method of Manufacture</i>					
1496	11/931,115	United States	31-Oct-07	Pending	Andrew Corporation
<i>Co-Located Multi-Band Antenna</i>					
1183	7,038,632	United States	2 May 06	Issued	Andrew Corporation
<i>Supporting Structure for Reflector-Type Microwave Antennas</i>					
294C	1,304,817	Canada	7 Jul 92	Issued	Andrew Corporation
<i>Method and System for Compensating for Atmospheric Fading in a Communications System</i>					
464	6,813,476	United States	2 Nov 04	Issued	Andrew Corporation
<i>Self-Pointing Antenna Scanning</i>					
498	6,943,750	United States	13 Sep 05	Issued	Andrew Corporation
<i>Satellite Tracking System Using Orbital Tracking Techniques</i>					
573	6,657,588	United States	2 Dec 03	Issued	Andrew Corporation
<i>Composite Trellis System and Method</i>					
729	5,974,091	United States	26 Oct 99	Issued	Andrew Corporation

SCHEDULE B
Trademarks

NOTE: The Trademarks listed on this Schedule B have been assigned to ASC Signal Corporation.

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Original Exp. Date	Next Renewal Date	Next Exp. Date	Registrant
Channel Master	United States	75/937,160	6-Mar-2000	2,616,404	10-Sep-2002	10-Sep-2012	10-Sep-2012		Andrew Corporation
Channel Master	United States	71/658,889	4-Jan-1954	598,429	23-Nov-1954	23-Nov-1964	23-Nov-2014		Andrew Corporation
Channel Master	United States	72/077,002	3-Jul-1959	693,777	1-Mar-1960	1-Mar-1970	1-Mar-2010		Andrew Corporation
Channel Master	United States	73/300,295	9-Mar-1981	1,248,040	16-Aug-1983	16-Aug-1993	16-Aug-2013		Andrew Corporation
Channel Master	United States	74/216,605	28-Oct-1991	1,786,524	10-Aug-1993	10-Aug-2003	10-Aug-2013		Andrew Corporation
Channelmax	United States	74/558,864	9-Aug-1994	1,936,178	14-Nov-1995	14-Nov-2005	14-Nov-2015		Andrew Corporation
Crossfire	United States	72/127,454	8-Sep-1961	738,181	25-Sep-1962	25-Sep-1972	25-Sep-2012		Andrew Corporation
Dish Antenna Logo	United States	73/504,106	16-Oct-1984	1,342,339	18-Jun-1985	18-Jun-1995	18-Jun-2015		Andrew Corporation
Dura-Tube	United States	72/135,486	10-Jan-1962	742,573	25-Dec-1962	25-Dec-1972	25-Dec-2012		Andrew Corporation
Feeder-Pak	United States	73/316,798	29-Jun-1981	1,216,521	16-Nov-1982	16-Nov-1992	16-Nov-2012		Andrew Corporation
Interactive Satellite Solution and Design	United States	75/603305	10-Dec-1998	2,402,707	7-Nov-2000				Andrew Corporation
Join-Tenna	United States	72/175,162	16-Aug-1963	781,283	8-Dec-1964	8-Dec-1974	8-Dec-2014		Andrew Corporation
Micro-Beam & Design	United States	73/405,852	31-Dec-1982	1,292,704	4-Sep-1984	4-Sep-1994	4-Sep-2014		Andrew Corporation
Quantum	United States	73/016,573	21-Mar-1974	1,008,341	8-Apr-1975	8-Apr-1985	8-Apr-2015		Andrew Corporation
Para-Scope	United States	72/048143	21-Mar-1958	672160	6-Jan-1959				Andrew Corporation

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Original Exp. Date	Next Renewal Date	Next Exp. Date	Registrant
Skyware & Design	United States	79026519	29-Apr-2005						Skyware Radio Systems GmbH
Skyware	United States	79013497	8-Nov-2004	3159023	17-Oct-2006	17-Oct-2016	17-Oct-2016	17-Oct-2016	Skyware Radio Systems GmbH
SMARTAD	United States	78/948,157	9-Aug-2006						Andrew Corporation
Smartenna	United States	74/474,931	23-Dec-1993	1,873,694	17-Jan-1995	17-Jan-2005	17-Jan-2015	17-Jan-2015	Andrew Corporation
Smartnae	United States	78/303,532	22-Sep-2003	2,999,344	20-Sep-2005	20-Sep-2015	20-Sep-2015		Andrew Corporation
Smarttrack	United States	74/114,027	9-Nov-1990	1,666,521	3-Dec-2001	3-Dec-2011	3-Dec-2011		Andrew Corporation
Spira-Cone (Stylized)	United States	73/705,610	14-Jan-1988	1,502,043	30-Aug-1988	30-Aug-1998	30-Aug-2008	30-Aug-2008	Andrew Corporation
Trifold (Stylized)	United States	74/172,526	31-May-1991	1,760,605	23-Mar-1993	23-Mar-2003	23-Mar-2013	23-Mar-2013	Andrew Corporation

SCHEDULE C

Licenses

1. Purchase and License Agreement, dated July 19, 2007, between Andrew Corporation and Xytrans, Inc.
2. New License, dated February 20, 2007, between QinetiQ Limited and Andrew Corporation.
3. Non-Exclusive License Agreement, dated November 13, 1995, between Andrew Corporation and Sagebrush Technology Inc. for Roto-Lok® Drive Systems.
4. Master Purchase Agreement, dated May 26, 2006, between Janky Technology Co. Ltd. and Andrew Corporation (license for Seller Background Information reasonably necessary to exploit a Custom Product).
5. KaKu ODU Development Agreement, dated March 28, 2005, between DirecTV, Inc. and Andrew Corporation; Amendment No. 1 to KaKu ODU Development Agreement, dated June 30, 2006, between DirecTV, Inc. and Andrew Corporation.

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF APRIL ____, 2008 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY ASC SIGNAL CORPORATION, A DELAWARE CORPORATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF LENDERS 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.

PNC BANK, NATIONAL ASSOCIATION

By: _____
Print Name: _____
Title: _____
Date: _____

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ASSIGNMENT

WHEREAS, ASC SIGNAL CORPORATION, a Delaware corporation (together with its successors and assigns, "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Amended and Restated Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders, as defined in the Agreement ("Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of Lenders, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

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

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over to Agent, its successors, transferees and assigns, all of its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office or that is the subject of pending applications in the United States Patent and Trademark Office.

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

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on April _____, 2008.

ASC SIGNAL CORPORATION

By: _____

Print Name: _____

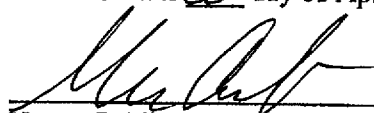
Title: _____

[SIGNATURE PAGE – ASSIGNMENT TO IP SECURITY AGREEMENT – PNC/ASC – BORROWER]

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga

BEFORE ME, the undersigned authority, on this day personally appeared K. Nixon, Secretary, 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 said ASC SIGNAL CORPORATION, a Delaware corporation, and that he/she 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 22nd day of April, 2008.



Notary Public

MICHAEL R. CAVANAUGH, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

[NOTARY PAGE TO AMENDED AND RESTATED IP SECURITY AGREEMENT - PNC/ASC - BORROWER]

TRADEMARK
REEL: 003787 FRAME: 0456

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT -
PNC/ASC SIGNAL- BORROWER**