

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Andrew Corporation		07/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Andrew Network Solutions Limited
Street Address:	Kings House, Bond Street
Internal Address:	3rd Floor
City:	Bristol
State/Country:	UNITED KINGDOM
Postal Code:	BS1 3AE
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2671304	XENICOM
Serial Number:	76261175	OMNIX

CORRESPONDENCE DATA

Fax Number: (212)521-5450
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2125215432
 Email: mpikser@reedsmith.com
 Correspondent Name: Meredith D. Pikser
 Address Line 1: 599 Lexington Avenue
 Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

OP \$65.00 2671304

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

/Meredith D. Pikser/

Signature:

/Meredith D. Pikser/

Date:

07/23/2008

Total Attachments: 6

source=AndrewCorpTrademarkAssignment#page1.tif

source=AndrewCorpTrademarkAssignment#page2.tif

source=AndrewCorpTrademarkAssignment#page3.tif

source=AndrewCorpTrademarkAssignment#page4.tif

source=AndrewCorpTrademarkAssignment#page5.tif

source=AndrewCorpTrademarkAssignment#page6.tif

DATED 1 July 2008

ANDREW CORPORATION

and

ANDREW NETWORK SOLUTIONS LIMITED

TRADE MARK ASSIGNMENT

Irwin Mitchell
2 Wellington Place
LEEDS
LS1 4BZ
JB/HJD

DATED

1 July

2008

BETWEEN:

- (1) **ANDREW CORPORATION** a Delaware corporation, whose registered office is at 3 Westbrook Corporate Center, Suite 900, Westchester, Illinois 60154 ("Assignor"); and
- (2) **ANDREW NETWORK SOLUTIONS LIMITED** (Company no. 3546220) a United Kingdom Company limited by shares whose registered office is at 3rd Floor, Kings House, Bond Street, Bristol, BS1 3AE ("Assignee").

RECITALS

- A. The Assignor is the owner of all right, title and interest in and to the trademarks XENICOM, OMNIX and ODYSSEY for software and services for telecommunications networks (the "Trademarks"), the goodwill appurtenant thereto, and the federal trademark application and registration listed on the attached Schedules 1 and 2 (the "US Application" and the "US Registration," respectively);
- B. The Assignor has agreed to assign the Trademarks, the goodwill appurtenant thereto, and the US Application and US Registration to the Assignee on the terms of this assignment (the "Assignment").

IT IS AGREED as follows:

1 ASSIGNMENT

In consideration of the payment of the sum of £1 by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged) the Assignor ASSIGNS and transfers absolutely to the Assignee free from encumbrances all right, title and interest in and to:

- 1.1 the Trademarks and the goodwill appurtenant thereto, and
- 1.2 the US Application and US Registration;

together with the right to sue for damages and other remedies (and to retain any financial award made in any such action) in respect of any infringement or dilution of the Trademarks, passing off action or other cause of action brought in relation to the Trademarks prior to, on or after the date of this Assignment.

2 FURTHER ASSIGNMENT

The Assignor further assigns the right to apply for, prosecute and obtain trade mark protection throughout the world in respect of the Trademarks assigned under this Assignment including the right to claim priority from them with the intent that the grant of any trademark registrations shall be in the name of and vest in the Assignee.

3 REPRESENTATIONS AND WARRANTIES

The Assignor represents and warrants that, at the date of this Assignment:

- 3.1 the Assignor is the owner of the Trademarks, the goodwill appurtenant thereto and the US Application and US Registration;
- 3.2 the Assignor has full power and authority to enter into this Assignment;
- 3.3 the US Registration has been maintained and is in full force and effect, and the US Application is pending and current;

- 3.4 the Assignor has not assigned any rights in the Trademarks, the US Application or the US Registration to any third party; and
- 3.5 the Assignor has not applied for or authorised any third party to apply for or otherwise obtained any registrations of the Trademarks in any part of the world except for the US Application and US Registration.

4 FURTHER ASSURANCES

The Assignor will at the request of the Assignee at all times after the date of this Assignment do all acts and execute all documents as may reasonably be required to transfer to the Assignee all rights assigned under this Assignment, including, but without limitation, to record this assignment at the United States Patent and Trademark Office.

5 ENTIRE AGREEMENT

This Assignment contains the whole agreement between the parties relating to its subject matter and supersedes any prior written or oral agreement between them and the parties confirm that they have not entered into this Assignment on the basis of any representations that are not expressly incorporated into this Assignment. Nothing in this Agreement purports to limit the liability of either party for fraudulent misrepresentation.

6 BINDING EFFECT

This Assignment shall bind and enure to the benefit of the parties and their respective assigns, personal representatives and successors in title.

7 THIRD PARTIES

No term of this Assignment shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

8 LAW

This Assignment shall be governed by English law and, to the extent necessary to effect and record assignment of the Trademarks, the goodwill appurtenant thereto, and the US Application and US Registration, the federal trademark laws of the United States, and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED and delivered as a deed by the parties on the date set out above

SCHEDULE 1

Federal Trademark Registration


Word Mark: XENICOM
Registration Number: 2671304
Owner: Andrew Corporation

SCHEDULE 2

Federal Trademark Application

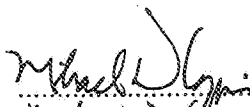
Word Mark: OMNIX
Application Number: 76261175
Applicant: Andrew Corporation

EXECUTED (but not delivered until
dated) AS A DEED by
ANDREW CORPORATION
acting by:

)
)
)
)

.....
Vice President

in the presence of:

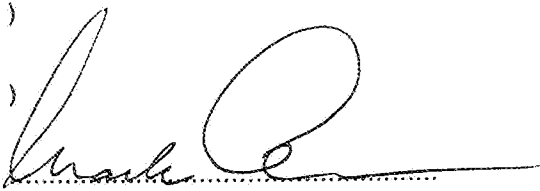
Witness signature
Witness name
Witness address


.....
Michael D. Cappia
.....
3 Westbrook Corporate Center
Westchester, N. York 10584
.....

Witness occupation

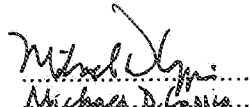
.....
Attorney
.....

EXECUTED (but not delivered until
dated) AS A DEED by
ANDREW NETWORK SOLUTIONS LIMITED
Acting by:-

)
)
)
)

.....
Director

in the presence of:

Witness signature
Witness name
Witness address


.....
Michael D. Cappia
.....
3 Westbrook Corporate Center
Westchester, N. York 10584
.....

Witness occupation

.....
Attorney
.....