

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CommScope, Inc. of North Carolina		08/12/2008	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A. as Administrative Agent		
Street Address:	2001 Clayton		
Internal Address:	Mail Code CA-4-702-02-25		
City:	Concord		
State/Country:	CALIFORNIA		
Postal Code:	94520		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77437902	ACCELLERATOR	
Serial Number:	77437934	MICRO ACCELLERATOR	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	683170		
NAME OF SUBMITTER:	Jean Paterson		

CH \$65.00 77437902

Signature:

/Jean Paterson/

Date:

08/12/2008

Total Attachments: 6

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Trademark Security Agreement Supplement

Trademark Security Agreement Supplement, dated as of August 12, 2008, by COMMSCOPE, INC. OF NORTH CAROLINA (the "Pledgor"), in favor of Bank of America N.A., in its capacity as administrative agent pursuant to the Credit Agreement identified below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement, dated as of December 27, 2007, among CommScope, Inc., the lenders from time to time party thereto and the Administrative Agent.

WHEREAS, the Pledgor is party to a Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and to a Trademark Security Agreement (the "Trademark Security Agreement") both dated as of December 27, 2007 in favor of the Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and to the Trademark Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement and in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In

the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement or the Trademark Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than indemnities and other inchoate obligations not then due and payable) and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement Supplement.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement Supplement by signing and delivering one or more counterparts.

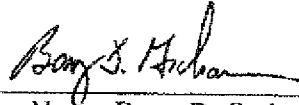
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COMMSCOPE, INC. OF NORTH
CAROLINA

By:



Name: Barry D. Graham
Title: Treasurer

Accepted and Agreed:

Bank of America, N.A.,
as Administrative Agent

A handwritten signature in black ink, appearing to read 'Joan Mok', written over a horizontal line.

By: _____
Name: Joan Mok
Title: Vice President

[Signature Page to Trademark Security Agreement Supplement]

TRADEMARK
REEL: 003833 FRAME: 0291

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications:

	Owner	Application Number	Description
1.	CommScope, Inc. of North Carolina	77/437,902	Accellerator
2.	CommScope, Inc. of North Carolina	77/437,934	Micro Accellerator