

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement Supplement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CommScope of North Carolina		12/05/2008	CORPORATION: NORTH CAROLINA
Andrew LLC		12/05/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	2001 Clayton		
<b>Internal Address:</b>	Mail Code CA-4-702-02-25		
<b>City:</b>	Concord		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94520		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77549328	ISTEEL	
<b>Serial Number:</b>	77527193	ULTRA 10	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 2:</b>	Attn: Jean Paterson		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	815738		

CH \$65.00 77549328

NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	12/05/2008
<b>Total Attachments: 7</b> source=12-5-08 CommScope TM#page1.tif source=12-5-08 CommScope TM#page2.tif source=12-5-08 CommScope TM#page3.tif source=12-5-08 CommScope TM#page4.tif source=12-5-08 CommScope TM#page5.tif source=12-5-08 CommScope TM#page6.tif source=12-5-08 CommScope TM#page7.tif	

## Trademark Security Agreement Supplement

**Trademark Security Agreement Supplement**, dated as of December 5, 2008, by COMMScope, INC. OF NORTH CAROLINA and ANDREW LLC (f/k/a ANDREW CORPORATION) (individually, a “Pledgor”, and, collectively, the “Pledgors”), 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 Pledgors are 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 Pledgors agree 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. Each 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 such Pledgor:

- (a) Trademarks of such 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 Pledgors hereby acknowledge and affirm 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 Pledgors 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.

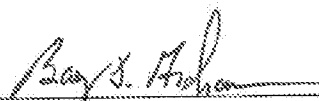
[signature page follows]

IN WITNESS WHEREOF, each 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

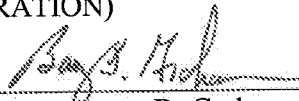
By:



Name: Barry D. Graham  
Title: VP and Treasurer

ANDREW LLC (f/k/a ANDREW  
CORPORATION)

By:

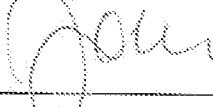


Name: Barry D. Graham  
Title: Treasurer

Accepted and Agreed:

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

By: \_\_\_\_\_  
Name: Joan Mok  
Title: Vice President



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**  
**TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

Applications:

	Owner	Application Number	Description
1.	Andrew Corporation	77/549328	STEEL
2.	CommScope, Inc. of North Carolina	77/527193	Ultra 10