

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 |
|-----------------------------------|----------|----------------|-------------------------------------|
| Commscope, Inc. of North Carolina | | 07/28/2009 | CORPORATION: NORTH CAROLINA |
| Andrew LLC | | 07/28/2009 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | Bank of America, N.A., as Administrative Agent |
| Street Address: | 2001 Clayton Road |
| City: | Concord |
| State/Country: | CALIFORNIA |
| Postal Code: | 94520 |
| Entity Type: | Association: UNITED STATES |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------|----------|---------------|
| Serial Number: | 77746153 | XPRESSTITE |
| Serial Number: | 77746174 | XPRESSCONNECT |
| Serial Number: | 77751915 | VALUESITE |
| Serial Number: | 77763026 | GEOLENS |
| Serial Number: | 77770024 | RET MASTER |

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

CH \$140.00 77746153

900139714

**TRADEMARK
 REEL: 004033 FRAME: 0589**

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 080201

NAME OF SUBMITTER: Jean Paterson

Signature: /Jean Paterson/

Date: 07/29/2009

Total Attachments: 7

source=7-29-09 Commscope-TM#page1.tif

source=7-29-09 Commscope-TM#page2.tif

source=7-29-09 Commscope-TM#page3.tif

source=7-29-09 Commscope-TM#page4.tif

source=7-29-09 Commscope-TM#page5.tif

source=7-29-09 Commscope-TM#page6.tif

source=7-29-09 Commscope-TM#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

COMMSCOPE, INC. OF NORTH CAROLINA

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: North Carolina
 Other _____

Citizenship (see guidelines) USA - North Carolina

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 07/28/2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

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

Internal

Address: _____

Street Address: 2001 Clayton Road

City: Concord

State: CA

Country: USA Zip: 94520

- Association Citizenship USA - Fed
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: _____

Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10013

Phone Number: 212-701-3345

Fax Number: 212-378-2610

Email Address: jmurphy@cabill.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

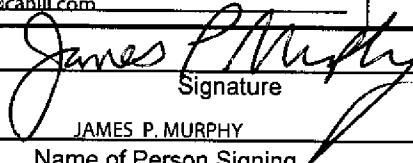
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Name of Person Signing

07/28/2009

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTY (S) (In connection with Item 1 of
Trademark Recordation Form Cover Sheet):

ANDREW LLC, Delaware Limited Liability Company,

Trademark Security Agreement Supplement

Trademark Security Agreement Supplement, dated as of July 28, 2009, 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, 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: _____

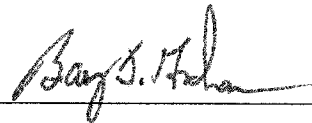


Name: Barry D. Graham

Title: VP and Treasurer

ANDREW LLC (f/k/a ANDREW
CORPORATION)

By: _____



Name: Barry D. Graham

Title: VP and Treasurer

[Signature Page to Trademark Security Agreement Supplement (2Q 2009)]

**TRADEMARK
REEL: 004033 FRAME: 0595**

Accepted and Agreed:

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

By: _____

Name:
Title:



Joan Mak
Vice President

[Signature Page to Trademark Security Agreement Supplement (2Q 2009)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT SUPPLEMENT
TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications:

| No. | Owner | Application Number | Description |
|------------|-----------------------------------|---------------------------|--------------------|
| 1. | CommScope, Inc. of North Carolina | 77/746153 | XPRESSCONNECT |
| 2. | CommScope, Inc. of North Carolina | 77/746174 | XPRESSTITE |
| 3. | Andrew LLC | 77/751915 | Valuesite |
| 4. | Andrew LLC | 77/763026 | Geolens |
| 5. | Andrew LLC | 77/770024 | RET MASTER |