Form PTO-1594 (Rev 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009

03/17/2011

U S DEPARTMENT OF COMMERCE
ed States Patent and Trademark Office

2-4-11 RE

103620101

To the Director of the U S. Patent and Tr. ents or the new address(es) below

1. Name of conveying party(ies):

Allen Telecom LLC, a Delaware Limited Liability Company

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other Limited Liability Company

Citizenship (see guidelines) DE

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York

State: NY

Country: USA Zip: 10017

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other National Association Citizenship USA

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)

Assignment Recordation Branch Received FEB - 4 2011 5th Floor Public Records Division

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

Execution Date(s) 01/14/2011

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☒ Other ABL Trademark Security Agreement

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

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

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: Corporation Service Company

Internal Address:

Street Address: 1090 Vermont Avenue, NW

City: Washington

State: DC Zip. 20005

Phone Number: 800-927-9801 x2348

Fax Number: 202-408-3141

Email Address: jpaterso@cscinfo.com

6. Total number of applications and registrations involved: 198

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 4,965

☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

50.4214

Deposit Account Number [redacted]

Authorized User Name Jean Paterson

9. Signature:

Signature

February 4, 2011
Date

Jean Paterson
Name of Person Signing

Total number of pages including cover sheet, attachments, and document 21

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

Addendum to Cover Page of ABL Trademarks Cover Page

1. Name of conveying party(ies)

Andrew LLC, A Delaware Limited Liability Company
CommScope, Inc. of North Carolina, a North Carolina Corporation

SCHEDULE A

Registrations:

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
1.	CommScope, Inc. of North Carolina	3010196	76/589,236	52
2.	CommScope, Inc. of North Carolina	3010197	76/589,238	82
3.	CommScope, Inc. of North Carolina	3155587	76/602,908	ACT & Design
4.	CommScope, Inc. of North Carolina	3372746	77/219029	AirMaster
5.	Andrew LLC	959,263	72/406,949	Andrew
6.	Andrew LLC	1,861,667	74/401,840	Andrew
7.	Andrew LLC	3894233	77/333,034	Andrew
8.	Andrew LLC	959,262	72/406,948	Andrew & Flash Design
9.	Andrew LLC	403,521	71/460,168	Andrew Inside Lightning Flash Design
10.	Andrew LLC	2,045,923	75/087,397	Andrew Institute
11.	Andrew LLC	3796642	77/581229	ANMS
12.	CommScope, Inc. of North Carolina	2160545	75/292,559	APD
13.	Andrew LLC	1,921,750	74/578,958	Arrestor Plus
14.	CommScope, Inc. of North Carolina	2923835	76/472,002	Auto Mobile Cable
15.	CommScope, Inc. of North Carolina	2455928	75/598,744	BLUE HIGHWAY
16.	CommScope, Inc. of North Carolina	3427518	77/043688	BrightPath
17.	CommScope, Inc. of North Carolina	2472151	75/694,165	BrightWire
18.	CommScope, Inc. of North Carolina	2650014	75/932,183	BROADBAND-SPEED.COM
19.	CommScope, Inc. of North Carolina	1530622	73/713,183	Cable Guard
20.	CommScope, Inc. of North Carolina	2099055	75/124,156	CablePak
21.	CommScope, Inc of North Carolina	2176501	75/279,519	Calc U Loss
22.	Allen Telecom LLC	920,742	72/381,523	Cape
23.	CommScope, Inc. of North Carolina	2100216	75/058,740	Cell Reach
24.	Allen Telecom LLC	1,721,653	74/237,740	CellScope
25.	CommScope, Inc. of North Carolina	2905380	75/513,771	Comm Pak
26.	CommScope, Inc. of North Carolina	0898651	72/353793	Comm/Scope
27.	CommScope, Inc. of North Carolina	2849601	78/191,100	CommAlert

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
28.	CommScope, Inc. of North Carolina	1865198	74/330,420	CommScope
29.	CommScope, Inc. of North Carolina	3008397	76/608524	CommScope Advantage Inventory Management
30.	CommScope, Inc. of North Carolina	3124082	76/603,184	CommScope BiMetals
31.	CommScope, Inc. of North Carolina	3418814	76/566,562	CommScope Solutions
32.	CommScope, Inc. of North Carolina	2678856	76/224,515	CommScope Wireless
33.	Allen Telecom LLC	2,146,202	75/244,925	Comsearch
34.	CommScope, Inc. of North Carolina	3299977	78/882086	Connected by CommScope
35.	Andrew LLC	3,412,350	77/095,767	ConnectOptimize Grow
36.	CommScope, Inc. of North Carolina	2223132	75/208,107	ConQuest
37.	CommScope, Inc. of North Carolina	1447287	73/630,477	Cosmic
38.	CommScope, Inc. of North Carolina	2713260	76/415,770	CR
39.	CommScope, Inc. of North Carolina	1,684,815	74/049,803	CSL LIGHTSPLICE
40.	Andrew LLC	2,986,138	78/209,002	Datanex
41.	CommScope, Inc. of North Carolina	3333965	77/111114	Datapipe
42.	Andrew LLC	3,240,335	78/332,200	Daxcess
43.	Allen Telecom LLC	1,805,865	74/302,556	Decibel
44.	CommScope, Inc. of North Carolina	3510148	78/948378	DESIGN LOGO
45.	CommScope, Inc. of North Carolina	2263526	75/292,556	Design Logo
46.	CommScope, Inc. of North Carolina	2767402	76/209,706	DIGITAL BROADBAND & Design
47.	Andrew LLC	1,676,346	74/056,196	DryLine (Stylized)
48.	Andrew LLC	2,252,089	75/300,187	DualPol
49.	Andrew LLC	1,597,208	73/826,102	EASIAX
50.	Andrew LLC	2,442,988	75/386,462	EASIAX Plus
51.	CommScope, Inc. of North Carolina	2929129	76/164,359	ECOMMSCOPE
52.	Andrew LLC	3,056,123	78/209,069	Ekolink
53.	Andrew LLC	3,096,299	78/209,088	Ekolink II
54.	Andrew LLC	2,944,913	78/209,046	Ekolink Plus
55.	Andrew LLC	2,953,243	78/209,061	Ekolite
56.	Andrew LLC	2,946,680	78/209,054	Ekolite II
57.	Andrew LLC	2,957,891	78/157,781	EOCell
58.	CommScope, Inc. of North Carolina	1849070	74/316,887	Exchangemax
59.	Andrew LLC	3,366,991	78/842,389	Ex-Press

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
60.	CommScope, Inc. of North Carolina	2522409	76/224,025	EZ-Clip
61.	CommScope, Inc. of North Carolina	3502353	77/128209	EZfit
62.	CommScope, Inc. of North Carolina	3441878	77/163077	EZ-LC Connector
63.	CommScope, Inc. of North Carolina	3441881	77/163109	EZ-SC Connector
64.	CommScope, Inc. of North Carolina	3441879	77/163089	EZ-ST Connector
65.	CommScope, Inc. of North Carolina	3817963	77/884045	FastFiber
66.	CommScope, Inc. of North Carolina	1820873	74/279,521	FiberFeeder
67.	Allen Telecom LLC	2,526,982	76/064,690	Forem
68.	CommScope, Inc. of North Carolina	2885945	76/526,363	FXL
69.	Andrew LLC	3782699	77/763026	GeoLENs
70.	Allen Telecom LLC	2,388,051	75/186,362	Geometrix
71.	CommScope, Inc. of North Carolina	2,185,062	75/256,346	GigaSPEED
72.	CommScope, Inc. of North Carolina	3372123	77/179856	GigaSPEED X10D
73.	CommScope, Inc. of North Carolina	3372121	77/179814	GigaSPEED XL
74.	CommScope, Inc. of North Carolina	3534816	77/194052	GigaSPEED XPRESS
75.	CommScope, Inc. of North Carolina	2774200	76/186,081	Gold Metallic Cable (Brightwire Design)
76.	Andrew LLC	827,502	72/236,212	HELIAX
77.	CommScope, Inc. of North Carolina	2511674	75/869,161	House Logo Mark
78.	CommScope, Inc. of North Carolina	2226785	75/337,960	How Intelligence Travels
79.	CommScope, Inc. of North Carolina	2959996	76/034691	IMSERV
80.	CommScope, Inc. of North Carolina	3101185	76/554,045	InAccess
81.	Allen Telecom LLC	2,681,999	76/205,780	Innovative Excellence
82.	CommScope, Inc. of North Carolina	3,056,241	78/304,663	InstaPATCH
83.	Allen Telecom LLC	2,723,057	76/096,697	Interpreter
84.	CommScope, Inc. of North Carolina	2,586,648	78/020,592	iPatch
85.	Allen Telecom LLC	2,116,791	75/054,862	IQ.clear
86.	Andrew LLC	3,433,079	78/841,778	IQ.clear XG
87.	Allen Telecom LLC	2,137,775	75/054,863	iQ.link
88.	CommScope, Inc. of North Carolina	2594742	75/676,026	Isolite

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
89.	CommScope, Inc. of North Carolina	2650071	76/001,905	LaserCore
90.	CommScope, Inc. of North Carolina	2,377,944	75/408,017	LazrSPEED
91.	Andrew LLC	403,520	71/460,167	Lightning Flash Design
92.	Andrew LLC	1,861,668	74/401,841	Lightning Flash Design
93.	CommScope, Inc. of North Carolina	2897705	76/402,076	LightScope
94.	CommScope, Inc. of North Carolina	2994021	76/603,183	LightScope NZD
95.	CommScope, Inc. of North Carolina	2851674	76/458,824	LITE 350
96.	CommScope, Inc. of North Carolina	3735641	77/334132	MC2
97.	CommScope, Inc. of North Carolina	2,533,210	75/454,326	MC2 (stylized)
98.	Allen Telecom LLC	2,940,348	76/203,430	Measurement Solutions for the Next Generation
99.	CommScope, Inc. of North Carolina	2692643	76/363,370	Media 6
100.	Andrew LLC	2,096,741	75/068,964	Microceptor
101.	CommScope, Inc. of North Carolina	2160544	75/292,558	Migraheal
102.	CommScope, Inc. of North Carolina	2177943	75/219,425	MultiReach
103.	Andrew LLC	3459347	78/573,921	OneBase
104.	Andrew LLC	3818259	77/893787	OneBase InSite
105.	Andrew LLC	3013398	78/486531	One Company. A World Of Solutions
106.	CommScope, Inc. of North Carolina	2,663,495	75/369,497	OptiSPEED
107.	CommScope, Inc. of North Carolina	2270709	75/512,695	P3
108.	Allen Telecom LLC	1,756,266	74/237,741	PageTracker
109.	CommScope, Inc. of North Carolina	1806672	74/103,743	Parameter III
110.	CommScope, Inc. of North Carolina	2,051,177	74/562,815	PATCHMAX
111.	CommScope, Inc. of North Carolina	1727126	74/097,184	P-III
112.	CommScope, Inc. of North Carolina	2522477	76/241,056	Plenumax
113.	CommScope, Inc. of North Carolina	2217964	75/136,043	Power Feeder
114.	CommScope, Inc. of North Carolina	2502643	75/723,462	Powerhouse
115.	CommScope, Inc. of North Carolina	3467683	77/351,350	Powerhouse

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
116.	CommScope, Inc. of North Carolina	3395619	77/143626	Prolite
117.	CommScope, Inc. of North Carolina	2938665	76/517,340	PullMaster
118.	CommScope, Inc. of North Carolina	1442791	73/396747	QR
119.	CommScope, Inc. of North Carolina	1284110	73/394,371	Quantum Reach
120.	Andrew LLC	3,201,097	78/755,399	Quik-Tee
121.	CommScope, Inc. of North Carolina	3441880	77/163099	Qwik-LC Connector
122.	CommScope, Inc. of North Carolina	3441882	77/163128	Qwik-SC Connector
123.	CommScope, Inc. of North Carolina	3441884	77/163137	Qwik-ST Connector
124.	Andrew LLC	1,080,222	73/018,667	RADIAX
125.	CommScope, Inc. of North Carolina	3790697	77/415042	ReadyPATCH
126.	CommScope, Inc. of North Carolina	2,132,393	75/226,829	REEL TOTE
127.	CommScope, Inc. of North Carolina	2347613	75/449,992	ReelSmart
128.	CommScope, Inc. of North Carolina	2084262	74/523344	ROC
129.	Andrew LLC	2,453,219	76/057,265	ScoreBoard Logo
130.	Andrew LLC	2,475,264	75/879,980	ScoreBoard Peak Performance for the Wireless Industry
131.	Andrew LLC	3200411	78/525,787	SelectaCell
132.	Allen Telecom LLC	1,764,286	74/302,555	Sentry 8000
133.	Andrew LLC	1,300,388	73/450,342	SHX
134.	CommScope, Inc. of North Carolina	3422443	77/261964	Signal Vision
135.	Andrew LLC	3,370,187	78/479,303	SmartBeam
136.	Andrew LLC	3701189	77/687,305	SnapStak
137.	CommScope, Inc. of North Carolina	1703013	74/205,268	SpanMaster
138.	Andrew LLC	3691912	77/687,357	SureGround
139.	Andrew LLC	1,714,623	74/120,047	Sur-Lok
140.	CommScope, Inc. of North Carolina	1,605,354	73/819,444	SYSTIMAX
141.	CommScope, Inc. of North Carolina	1644744	74/001,018	SYSTIMAX
142.	CommScope, Inc. of North Carolina	3477083	76/603,374	SYSTIMAX AirSPEED
143.	Andrew LLC	1,301,390	73/450,343	TEGLAR
144.	Andrew LLC	2,336,952	75/050,695	Teletilt
145.	CommScope, Inc. of North Carolina	2945805	78/201,890	TeraSPEED
146.	CommScope, Inc. of North Carolina	2435047	75/903,601	The C in HFC

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
147.	CommScope, Inc. of North Carolina	1764272	74/299113	THE CABLE IN CABLE TV
148.	Andrew LLC	1300387	73/450,341	UGX
149.	Andrew LLC	1,599,432	73/836,894	UHP
150.	Andrew LLC	1,027,817	73/033,496	UHX
151.	Andrew LLC	1,301,392	73/450,871	UHX II
152.	CommScope, Inc of North Carolina	3740787	77/527193	Ultra 10
153.	CommScope, Inc. of North Carolina	2353678	75/737,031	ULTRA II
154.	CommScope, Inc. of North Carolina	2188872	75/226,664	UltraHome
155.	CommScope, Inc. of North Carolina	3323526	77/111093	UltraMedia
156.	CommScope, Inc. of North Carolina	2552137	76/132,307	UltraPipe
157.	Andrew LLC	1,300,390	73/450,883	UMX
158.	CommScope, Inc. of North Carolina	3024567	78/370,565	Uniprise
159.	CommScope, Inc. of North Carolina	3163109	76/589,237	Uniprise Solutions
160.	Andrew LLC	3860385	77/950389	ValuLine
161.	Andrew LLC	1,858,127	74/340,489	ValuLine & Design
162.	Andrew LLC	3842711	77/751915	ValuSite
163.	Allen Telecom LLC	920,943	72/362,668	Vapor-Bloc
164.	Allen Telecom LLC	2,137,074	75/231,605	Vapor-Wrap
165.	Allen Telecom LLC	1,876,437	74/474,826	VARI-TILT
166.	CommScope, Inc. of North Carolina	2634837	76/314,868	VEXTRA
167.	CommScope, Inc. of North Carolina	2,507,683	75/721,302	VisiPatch
168.	CommScope, Inc. of North Carolina	3366457	77/051145	VisiPatch 360
169.	CommScope, Inc. of North Carolina	2736452	76/447,535	VMAX
170.	CommScope, Inc. of North Carolina	2605912	78/004,761	WBC
171.	CommScope, Inc. of North Carolina	1,418,255	73/597130	WE TOTE
172.	Andrew LLC	3685942	77/687,348	WeatherShield
173.	CommScope, Inc. of North Carolina	2841158	76/433,408	WebTrak
174.	CommScope, Inc. of North Carolina	2629321	76/258,875	WHUPP
175.	CommScope, Inc. of North Carolina	3541568	77/375238	XpressPrep
176.	CommScope, Inc. of North Carolina	3815591	77/746153	XpressTite

Applications:

	OWNER	APPLICATION NUMBER	TRADEMARK
1	Andrew LLC	85/197594	AMC
2	Andrew LLC	77/602197	Andrew Solutions
3	CommScope, Inc. of North Carolina	85/126160	Brightwire XP
4	Andrew LLC	85/016910	CNT
5	CommScope, Inc. of North Carolina	77/737736	CommScope
6	CommScope, Inc. of North Carolina	77/806633	CommScope Connects
7	CommScope, Inc. of North Carolina	85/040239	Connect and Evolve
8	Andrew LLC	85/017066	EZLOCK
9	CommScope, Inc. of North Carolina	85/014501	GroundSmart
10	Andrew LLC	85/084454	Insite Connect
11	Andrew LLC	85/197662	INTERMOD SQUAD
12	Andrew LLC	78/710,076	Ion
13	Andrew LLC	77/324463	One Company. A World of Solutions
14	CommScope, Inc. of North Carolina	77/931165	Remote Fiber Feeder
15	Andrew LLC	77/770024	RET Master
16	CommScope, Inc. of North Carolina	85/201845	SYSTIMAX
17	CommScope, Inc. of North Carolina	78/948239	SYSTIMAX 360
18	CommScope, Inc. of North Carolina	77/007398	SYSTIMAX Solutions
19	Andrew LLC	85/008342	U-DAS
20	Andrew LLC	77/878474	Valuline Vision
21	CommScope, Inc. of North Carolina	85/016852	Wired for Wireless
22	Andrew LLC	77/746174	XPRESSCONNECT

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Trademark Security Agreement***") dated January 14, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "***Pledgors***") in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the "***Collateral Agent***") for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Revolving Credit and Guaranty Agreement, dated as of January 14, 2011 (as it may be amended, supplemented, restated or otherwise modified from time to time, the "***ABL Credit Agreement***"), was entered into by and among Cedar I Merger Sub, Inc. ("***MergerSub***"), CommScope, Inc., a Delaware corporation (the "***Parent Borrower***"), the certain Subsidiaries of Parent Borrower identified therein as US Co-Borrowers (the "***US Co-Borrowers***" and, together with Parent Borrower, the "***US Borrowers***"), the certain Subsidiaries of Parent Borrower identified therein as the US Subsidiary Guarantors (the "***US Subsidiary Guarantors***"), CommScope EMEA Limited, a private limited company incorporated under the laws of Ireland (the "***Irish Borrower***"), Andrew AG, an *Aktiengesellschaft* organized under the laws of Switzerland (the "***Swiss Borrower***"), Andrew Wireless Systems GmbH and Andrew GmbH, each a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany (each, a "***German Borrower***" and collectively, the "***German Borrowers***"), Andrew S.A.R.L., a *société à responsabilité limitée* organized under the laws of France and registered with the Versailles' commercial registry under number 309 458 941 (the "***French Borrower***" and, together with the Irish Borrower, the Swiss Borrowers and the German Borrowers, collectively, the "***European Co-Borrowers***"), Cedar I Holding Company, Inc. ("Holdings"), as a Guarantor, certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as US Administrative Agent (together with its permitted successors in such capacity, the "***US Administrative Agent***")and J.P. Morgan Europe Limited, as European Administrative Agent (together with its permitted successors in such capacity, the "***European Administrative Agent***"). Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of Letters of Credit by Issuing Banks under the ABL Credit Agreement, each Pledgor has executed and delivered that certain Security Agreement dated January 14, 2011 made by the Pledgors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

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

Grant of Security. Each Pledgor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Pledgor's right, title and interest in and to the following (the "***Collateral***"):

the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "***Trademarks***");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts

that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page to Follow]

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

Very truly yours,

ALLEN TELECOM LLC
ANDREW LLC
COMMSCOPE, INC. OF NORTH CAROLINA

By: _____
Name: Frank B. Wyatt, II
Title: Senior Vice President

Signature Page to ABL Trademark Security Agreement

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent

By: _____
Name:
Title: Peter B. Thauer
Executive Director

Signature Page to ABL Trademark Security Agreement

SCHEDULE A

Registrations:

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
1.	CommScope, Inc. of North Carolina	3010196	76/589,236	52
2.	CommScope, Inc. of North Carolina	3010197	76/589,238	82
3.	CommScope, Inc. of North Carolina	3155587	76/602,908	ACT & Design
4.	CommScope, Inc. of North Carolina	3372746	77/219029	AirMaster
5.	Andrew LLC	959,263	72/406,949	Andrew
6.	Andrew LLC	1,861,667	74/401,840	Andrew
7.	Andrew LLC	3894233	77/333,034	Andrew
8.	Andrew LLC	959,262	72/406,948	Andrew & Flash Design
9.	Andrew LLC	403,521	71/460,168	Andrew Inside Lightning Flash Design
10.	Andrew LLC	2,045,923	75/087,397	Andrew Institute
11.	Andrew LLC	3796642	77/581229	ANMS
12.	CommScope, Inc. of North Carolina	2160545	75/292,559	APD
13.	Andrew LLC	1,921,750	74/578,958	Arrestor Plus
14.	CommScope, Inc. of North Carolina	2923835	76/472,002	Auto Mobile Cable
15.	CommScope, Inc. of North Carolina	2455928	75/598,744	BLUE HIGHWAY
16.	CommScope, Inc. of North Carolina	3427518	77/043688	BrightPath
17.	CommScope, Inc. of North Carolina	2472151	75/694,165	BrightWire
18.	CommScope, Inc. of North Carolina	2650014	75/932,183	BROADBAND-SPEED.COM
19.	CommScope, Inc. of North Carolina	1530622	73/713,183	Cable Guard
20.	CommScope, Inc. of North Carolina	2099055	75/124,156	CablePak
21.	CommScope, Inc. of North Carolina	2176501	75/279,519	Calc U Loss
22.	Allen Telecom LLC	920,742	72/381,523	Cape
23.	CommScope, Inc. of North Carolina	2100216	75/058,740	Cell Reach
24.	Allen Telecom LLC	1,721,653	74/237,740	CellScope
25.	CommScope, Inc. of North Carolina	2905380	75/513,771	Comm Pak
26.	CommScope, Inc. of North Carolina	0898651	72/353793	Comm/Scope
27.	CommScope, Inc. of North Carolina	2849601	78/191,100	CommAlert

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	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
28.	CommScope, Inc. of North Carolina	1865198	74/330,420	CommScope
29.	CommScope, Inc. of North Carolina	3008397	76/608524	CommScope Advantage Inventory Management
30.	CommScope, Inc. of North Carolina	3124082	76/603,184	CommScope BiMetals
31.	CommScope, Inc. of North Carolina	3418814	76/566,562	CommScope Solutions
32.	CommScope, Inc of North Carolina	2678856	76/224,515	CommScope Wireless
33.	Allen Telecom LLC	2,146,202	75/244,925	Comsearch
34.	CommScope, Inc. of North Carolina	3299977	78/882086	Connected by CommScope
35.	Andrew LLC	3,412,350	77/095,767	ConnectOptimize Grow
36.	CommScope, Inc. of North Carolina	2223132	75/208,107	ConQuest
37.	CommScope, Inc. of North Carolina	1447287	73/630,477	Cosmic
38.	CommScope, Inc. of North Carolina	2713260	76/415,770	CR
39.	CommScope, Inc. of North Carolina	1,684,815	74/049,803	CSL LIGHTSPLICE
40.	Andrew LLC	2,986,138	78/209,002	Datanex
41.	CommScope, Inc. of North Carolina	3333965	77/111114	Datapipe
42.	Andrew LLC	3,240,335	78/332,200	Daxcess
43.	Allen Telecom LLC	1,805,865	74/302,556	Decibel
44.	CommScope, Inc. of North Carolina	3510148	78/948378	DESIGN LOGO
45.	CommScope, Inc. of North Carolina	2263526	75/292,556	Design Logo
46.	CommScope, Inc. of North Carolina	2767402	76/209,706	DIGITAL BROADBAND & Design
47.	Andrew LLC	1,676,346	74/056,196	DryLine (Stylized)
48.	Andrew LLC	2,252,089	75/300,187	DualPol
49.	Andrew LLC	1,597,208	73/826,102	EASIAX
50.	Andrew LLC	2,442,988	75/386,462	EASIAX Plus
51.	CommScope, Inc. of North Carolina	2929129	76/164,359	ECOMMSCOPE
52.	Andrew LLC	3,056,123	78/209,069	Ekolink
53.	Andrew LLC	3,096,299	78/209,088	Ekolink II
54.	Andrew LLC	2,944,913	78/209,046	Ekolink Plus
55.	Andrew LLC	2,953,243	78/209,061	Ekolite
56.	Andrew LLC	2,946,680	78/209,054	Ekolite II
57.	Andrew LLC	2,957,891	78/157,781	EOCell
58.	CommScope, Inc. of North Carolina	1849070	74/316,887	Exchangemax
59.	Andrew LLC	3,366,991	78/842,389	Ex-Press

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
60.	CommScope, Inc. of North Carolina	2522409	76/224,025	EZ-Clip
61.	CommScope, Inc of North Carolina	3502353	77/128209	EZfit
62.	CommScope, Inc. of North Carolina	3441878	77/163077	EZ-LC Connector
63.	CommScope, Inc. of North Carolina	3441881	77/163109	EZ-SC Connector
64.	CommScope, Inc. of North Carolina	3441879	77/163089	EZ-ST Connector
65.	CommScope, Inc. of North Carolina	3817963	77/884045	FastFiber
66.	CommScope, Inc. of North Carolina	1820873	74/279,521	FiberFeeder
67.	Allen Telecom LLC	2,526,982	76/064,690	Forem
68.	CommScope, Inc. of North Carolina	2885945	76/526,363	FXL
69.	Andrew LLC	3782699	77/763026	GeoLENs
70.	Allen Telecom LLC	2,388,051	75/186,362	Geometrix
71.	CommScope, Inc. of North Carolina	2,185,062	75/256,346	GigaSPEED
72.	CommScope, Inc. of North Carolina	3372123	77/179856	GigaSPEED X10D
73.	CommScope, Inc. of North Carolina	3372121	77/179814	GigaSPEED XL
74.	CommScope, Inc. of North Carolina	3534816	77/194052	GigaSPEED XPRESS
75.	CommScope, Inc. of North Carolina	2774200	76/186,081	Gold Metallic Cable (Brightwire Design)
76.	Andrew LLC	827,502	72/236,212	HELIAX
77.	CommScope, Inc. of North Carolina	2511674	75/869,161	House Logo Mark
78.	CommScope, Inc. of North Carolina	2226785	75/337,960	How Intelligence Travels
79.	CommScope, Inc. of North Carolina	2959996	76/034691	IMSERV
80.	CommScope, Inc. of North Carolina	3101185	76/554,045	InAccess
81.	Allen Telecom LLC	2,681,999	76/205,780	Innovative Excellence
82.	CommScope, Inc. of North Carolina	3,056,241	78/304,663	InstaPATCH
83.	Allen Telecom LLC	2,723,057	76/096,697	Interpreter
84.	CommScope, Inc. of North Carolina	2,586,648	78/020,592	iPatch
85.	Allen Telecom LLC	2,116,791	75/054,862	IQ.clear
86.	Andrew LLC	3,433,079	78/841,778	IQ.clear XG
87.	Allen Telecom LLC	2,137,775	75/054,863	iQ.link
88.	CommScope, Inc. of North Carolina	2594742	75/676,026	Isolite

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
89.	CommScope, Inc. of North Carolina	2650071	76/001,905	LaserCore
90.	CommScope, Inc. of North Carolina	2,377,944	75/408,017	LazrSPEED
91.	Andrew LLC	403,520	71/460,167	Lightning Flash Design
92.	Andrew LLC	1,861,668	74/401,841	Lightning Flash Design
93.	CommScope, Inc. of North Carolina	2897705	76/402,076	LightScope
94.	CommScope, Inc. of North Carolina	2994021	76/603,183	LightScope NZD
95.	CommScope, Inc. of North Carolina	2851674	76/458,824	LITE 350
96.	CommScope, Inc. of North Carolina	3735641	77/334132	MC2
97.	CommScope, Inc. of North Carolina	2,533,210	75/454,326	MC2 (stylized)
98.	Allen Telecom LLC	2,940,348	76/203,430	Measurement Solutions for the Next Generation
99.	CommScope, Inc. of North Carolina	2692643	76/363,370	Media 6
100.	Andrew LLC	2,096,741	75/068,964	Microceptor
101.	CommScope, Inc. of North Carolina	2160544	75/292,558	Migraheal
102.	CommScope, Inc. of North Carolina	2177943	75/219,425	MultiReach
103.	Andrew LLC	3459347	78/573,921	OneBase
104.	Andrew LLC	3818259	77/893787	OneBase InSite
105.	Andrew LLC	3013398	78/486531	One Company. A World Of Solutions
106.	CommScope, Inc. of North Carolina	2,663,495	75/369,497	OptiSPEED
107.	CommScope, Inc. of North Carolina	2270709	75/512,695	P3
108.	Allen Telecom LLC	1,756,266	74/237,741	PageTracker
109.	CommScope, Inc. of North Carolina	1806672	74/103,743	Parameter III
110.	CommScope, Inc. of North Carolina	2,051,177	74/562,815	PATCHMAX
111.	CommScope, Inc. of North Carolina	1727126	74/097,184	P-III
112.	CommScope, Inc. of North Carolina	2522477	76/241,056	Plenumax
113.	CommScope, Inc. of North Carolina	2217964	75/136,043	Power Feeder
114.	CommScope, Inc. of North Carolina	2502643	75/723,462	Powerhouse
115.	CommScope, Inc. of North Carolina	3467683	77/351,350	Powerhouse

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
116.	CommScope, Inc. of North Carolina	3395619	77/143626	Prolite
117.	CommScope, Inc. of North Carolina	2938665	76/517,340	PullMaster
118.	CommScope, Inc. of North Carolina	1442791	73/396747	QR
119.	CommScope, Inc. of North Carolina	1284110	73/394,371	Quantum Reach
120.	Andrew LLC	3,201,097	78/755,399	Quik-Tee
121.	CommScope, Inc. of North Carolina	3441880	77/163099	Qwik-LC Connector
122.	CommScope, Inc. of North Carolina	3441882	77/163128	Qwik-SC Connector
123.	CommScope, Inc. of North Carolina	3441884	77/163137	Qwik-ST Connector
124.	Andrew LLC	1,080,222	73/018,667	RADIAX
125.	CommScope, Inc. of North Carolina	3790697	77/415042	ReadyPATCH
126.	CommScope, Inc. of North Carolina	2,132,393	75/226,829	REEL TOTE
127.	CommScope, Inc. of North Carolina	2347613	75/449,992	ReelSmart
128.	CommScope, Inc. of North Carolina	2084262	74/523344	ROC
129.	Andrew LLC	2,453,219	76/057,265	ScoreBoard Logo
130.	Andrew LLC	2,475,264	75/879,980	ScoreBoard Peak Performance for the Wireless Industry
131.	Andrew LLC	3200411	78/525,787	SelectaCell
132.	Allen Telecom LLC	1,764,286	74/302,555	Sentry 8000
133.	Andrew LLC	1,300,388	73/450,342	SHX
134.	CommScope, Inc. of North Carolina	3422443	77/261964	Signal Vision
135.	Andrew LLC	3,370,187	78/479,303	SmartBeam
136.	Andrew LLC	3701189	77/687,305	SnapStak
137.	CommScope, Inc. of North Carolina	1703013	74/205,268	SpanMaster
138.	Andrew LLC	3691912	77/687,357	SureGround
139.	Andrew LLC	1,714,623	74/120,047	Sur-Lok
140.	CommScope, Inc. of North Carolina	1,605,354	73/819,444	SYSTIMAX
141.	CommScope, Inc. of North Carolina	1644744	74/001,018	SYSTIMAX
142.	CommScope, Inc. of North Carolina	3477083	76/603,374	SYSTIMAX AirSPEED
143.	Andrew LLC	1,301,390	73/450,343	TEGLAR
144.	Andrew LLC	2,336,952	75/050,695	Teletilt
145.	CommScope, Inc. of North Carolina	2945805	78/201,890	TeraSPEED
146	CommScope, Inc. of North Carolina	2435047	75/903,601	The C in HFC

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	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
147.	CommScope, Inc of North Carolina	1764272	74/299113	THE CABLE IN CABLE TV
148.	Andrew LLC	1300387	73/450,341	UGX
149.	Andrew LLC	1,599,432	73/836,894	UHP
150.	Andrew LLC	1,027,817	73/033,496	UHX
151.	Andrew LLC	1,301,392	73/450,871	UHX II
152.	CommScope, Inc. of North Carolina	3740787	77/527193	Ultra 10
153.	CommScope, Inc. of North Carolina	2353678	75/737,031	ULTRA II
154.	CommScope, Inc. of North Carolina	2188872	75/226,664	UltraHome
155.	CommScope, Inc. of North Carolina	3323526	77/111093	UltraMedia
156.	CommScope, Inc. of North Carolina	2552137	76/132,307	UltraPipe
157.	Andrew LLC	1,300,390	73/450,883	UMX
158.	CommScope, Inc. of North Carolina	3024567	78/370,565	Uniprise
159.	CommScope, Inc. of North Carolina	3163109	76/589,237	Uniprise Solutions
160.	Andrew LLC	3860385	77/950389	ValuLine
161.	Andrew LLC	1,858,127	74/340,489	ValuLine & Design
162.	Andrew LLC	3842711	77/751915	ValuSite
163.	Allen Telecom LLC	920,943	72/362,668	Vapor-Bloc
164.	Allen Telecom LLC	2,137,074	75/231,605	Vapor-Wrap
165.	Allen Telecom LLC	1,876,437	74/474,826	VARI-TILT
166.	CommScope, Inc. of North Carolina	2634837	76/314,868	VEXTRA
167.	CommScope, Inc. of North Carolina	2,507,683	75/721,302	VisiPatch
168.	CommScope, Inc. of North Carolina	3366457	77/051145	VisiPatch 360
169.	CommScope, Inc. of North Carolina	2736452	76/447,535	VMAX
170.	CommScope, Inc. of North Carolina	2605912	78/004,761	WBC
171.	CommScope, Inc. of North Carolina	1,418,255	73/597130	WE TOTE
172.	Andrew LLC	3685942	77/687,348	WeatherShield
173.	CommScope, Inc. of North Carolina	2841158	76/433,408	WebTrak
174.	CommScope, Inc. of North Carolina	2629321	76/258,875	WHUPP
175.	CommScope, Inc. of North Carolina	3541568	77/375238	XpressPrep
176.	CommScope, Inc. of North Carolina	3815591	77/746153	XpressTite

Applications:

	OWNER	APPLICATION NUMBER	TRADEMARK
1	Andrew LLC	85/197594	AMC
2	Andrew LLC	77/602197	Andrew Solutions
3	CommScope, Inc. of North Carolina	85/126160	Brightwire XP
4	Andrew LLC	85/016910	CNT
5	CommScope, Inc. of North Carolina	77/737736	CommScope
6	CommScope, Inc. of North Carolina	77/806633	CommScope Connects
7	CommScope, Inc. of North Carolina	85/040239	Connect and Evolve
8	Andrew LLC	85/017066	EZLOCK
9	CommScope, Inc. of North Carolina	85/014501	GroundSmart
10	Andrew LLC	85/084454	Insite Connect
11	Andrew LLC	85/197662	INTERMOD SQUAD
12	Andrew LLC	78/710,076	Ion
13	Andrew LLC	77/324463	One Company. A World of Solutions
14	CommScope, Inc. of North Carolina	77/931165	Remote Fiber Feeder
15	Andrew LLC	77/770024	RET Master
16	CommScope, Inc. of North Carolina	85/201845	SYSTIMAX
17	CommScope, Inc. of North Carolina	78/948239	SYSTIMAX 360
18	CommScope, Inc. of North Carolina	77/007398	SYSTIMAX Solutions
19	Andrew LLC	85/008342	U-DAS
20	Andrew LLC	77/878474	Valuline Vision
21	CommScope, Inc. of North Carolina	85/016852	Wired for Wireless
22	Andrew LLC	77/746174	XPRESSCONNECT

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