

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commscope, Inc. of North Carolina		09/04/2012	CORPORATION: NORTH CAROLINA
Andrew LLC		09/04/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	J.P. Morgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3969647	BRIGHTWIRE XP
Registration Number:	3924994	CNT
Registration Number:	4019982	COMMSCOPE CONNECTS
Registration Number:	4064122	GROUNDSMART
Registration Number:	4061465	INTERMOD SQUAD
Registration Number:	4082391	SYSTIMAX
Registration Number:	3983006	SYSTIMAX SOLUTIONS
Registration Number:	3971751	WIRED FOR WIRELESS
Serial Number:	77884471	ARGUS
Serial Number:	85305957	CHAMELEON
Serial Number:	85367819	COMMSISTENCY
Serial Number:	85341885	EXTREMELINE

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Serial Number:	85341874	FLASHLINE
Serial Number:	85222869	
Serial Number:	85404930	IMVISION
Serial Number:	85368731	I-POI
Serial Number:	85340285	ULINE
Serial Number:	85578006	VALUDAS
Serial Number:	85574128	CTRAK
Serial Number:	85457845	P-POI

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Jennifer Riehl, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

Jennifer Riehl, Legal Assistant

Signature:

/daniel cote thomsonreuters/

Date:

09/12/2012

Total Attachments: 8

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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)
- Partnership
- Corporation- State: North Carolina
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 4, 2012

- Assignment
- Security Agreement
- Other Trademark Security Agreement (ABL)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: J.P. Morgan Chase Bank, N.A., as Collateral Agent

Street Address: 270 Park Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Nat'l Assoc. 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)

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

A. Trademark Application No.(s) Text

77/884471

B. Trademark Registration No.(s)

3969647

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: Jennifer Riehl, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3788

Docket Number: _____

Email Address: jriehl@cahill.com

6. Total number of applications and registrations involved:

20

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:

Jennifer Riehl
Signature

09/11/12

Date

Jennifer Riehl

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Andrew LLC	Delaware	LLC	USA-Delaware

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 September 4, 2012, 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*”), CommScope Holding Company, Inc. (formerly known as 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:

I. 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*"):

- i. 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*");
- ii. 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;
- iii. 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
- iv. 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.

II. 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.

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

IV. 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.

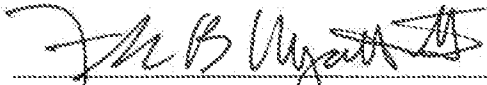
V. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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.

VI. 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 duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COMMSCOPE, INC. OF NORTH CAROLINA

By: 
Name:
Title: Senior VP

ANDREW LLC

By: 
Name:
Title: Senior VP

J.P. MORGAN CHASE BANK, N.A, as Collateral Agent

By: 
Name: Robert D. Bryan
Title: Vice President

[Signature Page to Supplemental Trademark Security Agreement (ABL)]

SCHEDULE A

Registrations:

	OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
1.	CommScope, Inc. of North Carolina	3,969,647	85/126,160	BRIGHTWIRE XP
2.	Andrew LLC	3,924,994	85/016,910	CNT
3.	CommScope, Inc. of North Carolina	4,019,982	77/806,633	COMMSCOPE CONNECTS
4.	CommScope, Inc. of North Carolina	4,064,122	85/014,501	GROUNDSMART
5.	Andrew LLC	4,061,465	85/197,662	INTERMOD SQUAD
6.	CommScope, Inc. of North Carolina	4,082,391	85/201,845	SYSTIMAX
7.	CommScope, Inc. of North Carolina	3,983,006	77/007,398	SYSTIMAX SOLUTIONS
8.	CommScope, Inc. of North Carolina	3,971,751	85/016,852	WIRED FOR WIRELESS

Applications:

	OWNER	APPLICATION NUMBER	TRADEMARK
1.	Andrew LLC	77/884471	ARGUS
2.	CommScope, Inc. of North Carolina	85/305957	CHAMELEON
3.	CommScope, Inc. of North Carolina	85/367819	COMMSISTENCY
4.	Andrew LLC	85/341885	EXTREMELINE
5.	Andrew LLC	85/341874	FLASHLINE
6.	CommScope, Inc. of North Carolina	85/222869	GLOBAL DESIGN LOGO
7.	CommScope, Inc. of North Carolina	85/404930	IMVISION
8.	Andrew LLC	85/368731	I-POI
9.	Andrew LLC	85/340285	ULINE
10.	Andrew LLC	85/578,006	ValuDAS
11.	CommScope, Inc. of North Carolina	85/574,128	CTrak
12.	Andrew LLC	85/457845	P-POI