

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Redwood Systems, Inc.		08/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A, as collateral agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3861946	REDWOOD SYSTEMS
Serial Number:	85539511	REDWOOD READY
Serial Number:	85546018	REDWOOD READY
Registration Number:	3934509	
Serial Number:	85400525	CAN YOUR LIGHTING DO THIS?
Serial Number:	86046357	REDWOOD

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: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

OP \$165.00 3861946

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
Signature:	/Marina Kelly THOMSON REUTERS/
Date:	09/16/2013
Total Attachments: 7 source=[Redwood Joinder] TL Trademark Security Agreement#page1.tif source=[Redwood Joinder] TL Trademark Security Agreement#page2.tif source=[Redwood Joinder] TL Trademark Security Agreement#page3.tif source=[Redwood Joinder] TL Trademark Security Agreement#page4.tif source=[Redwood Joinder] TL Trademark Security Agreement#page5.tif source=[Redwood Joinder] TL Trademark Security Agreement#page6.tif source=[Redwood Joinder] TL Trademark Security Agreement#page7.tif	

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 August 30, 2013, is made by the Person listed on the signature page hereof (the “*Pledgor*”) 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 Credit Agreement referred to below).

WHEREAS, COMMSCOPE, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of January 14, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with CommScope Holding Company, Inc. (formerly known as Cedar I Holding Company, Inc.), a Delaware corporation (“*Holdings*”), JPMorgan Chase Bank, N.A., as the Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, the Pledgor has executed and delivered that certain Security Agreement dated January 14, 2011 made by the Pledgor 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 Pledgor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States 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, the Pledgor agrees as follows

I. Grant of Security. The 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 the 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 the 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 Loan Documents (as such 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 the 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 Loan 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 Loan Party.

III. Recordation. The 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. The 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.

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

Very truly yours,

REDWOOD SYSTEMS, INC.

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

[Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 005112 FRAME: 0173

SCHEDULE A**TRADEMARKS:**

<u>Mark Name</u>	<u>Country Code</u>	<u>Matter No.</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
REDWOOD SYSTEMS	US	13912/006	77/850,308	3,861,946	10/06/09	10/12/10
	CTM – European Union	13912/017	009360991	009360991	09/08/10	02/21/11
	CN	13912/019	8666365	8666365	09/14/10	4/28/2012
	CA	13912/049	1,550,964		11/07/11	
	CN	13912/052	ZC10176087SL		11/11/11	
	HK	13912/053	302084157	302084157	11/14/11	11/14/11
	AU	13912/061	1475233		02/17/12	
	SG	13912/063	T1201936I		02/16/12	
	REDWOOD READY	US*	13912/057	85/539,511		02/10/12
CTM – European Union		13912/059	010638674	010638674	02/13/12	06/22/12
CA*		13912/060	1,564,254		02/15/12	
AU		13912/065	1475242	1475242	02/17/12	02/17/12
SG		13912/066	T1201938E	T1201938E	02/16/12	10/02/12
HK		13912/067	302163014	302163014	02/16/12	02/16/12
REDWOOD READY + STARBURST DESIGN		US*	13912/058	85/546,018		02/17/12
	STARBURST DESIGN					
	US	13912/015	85/092,968	3,934,509	07/26/10	03/22/11
	AU	13912/062	1475240		02/17/12	1/17/2013
	SG	13912/064	T1201939C		02/16/12	
CAN YOUR LIGHTING DO THIS?						
	US	13912/048	85/400,525		08/17/11	
REDWOOD						
	US	NA	86/046357		08/23/2013	