

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of ABL Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/27/2013	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Allen Telecom LLC		
Street Address:	1100 CommScope Place SE		
City:	Hickory		
State/Country:	NORTH CAROLINA		
Postal Code:	28602		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0920742	CAPE	
CORRESPONDENCE DATA			
Fax Number:	8005431983		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-701-3365		
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	c/o Cahill Gordon & Reindel LLP		
Address Line 2:	80 Pine Street		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
Signature:	/Michael Barys TR/		
Date:	09/30/2013		

OP \$40.00 0920742

**Total Attachments: 5**

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**CORRECTIVE PARTIAL**

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This CORRECTIVE PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is given as of this 27<sup>th</sup> day of September, 2013, by JPMorgan Chase Bank, N.A., as collateral agent ("Assignor") for itself and the Lenders, in favor of Allen Telecom LLC (together, the "Assignee"). Capitalized terms used in this Release but not defined herein have the meanings assigned to such terms in the ABL Credit Agreement or ABL Security Agreement (each as defined below).

**WHEREAS**, Assignee, Assignor, as Administrative Agent and certain other parties entered into that certain Revolving Credit and Guaranty Agreement, dated as of January 14, 2011 (as amended, modified, supplemented or restated, and in effect from time to time, the "ABL Credit Agreement");

**WHEREAS**, as a condition precedent to the Lenders' making any Loans or otherwise extending credit to the Borrower under the ABL Credit Agreement, the Assignee executed and delivered to the Assignor, for the benefit of the Lenders and the Assignor, that certain Revolving Credit Facility Pledge and Security Agreement, dated as of January 14, 2011, among the Assignee, the Assignor and the other parties thereto (as amended, modified, supplemented or restated, and in effect from time to time, the "ABL Security Agreement");

**WHEREAS**, pursuant to the ABL Security Agreement, the Assignee executed and delivered to the Assignor Trademark Security Agreement (the "Trademark Security Agreement") and unconditionally granted to Assignor, to secure the payment and performance in full of all of the Obligations, a security interest in and pledged to the Assignor, the Trademarks of the Assignees listed thereto, including the Trademark listed on Schedule 1 attached hereto (the "Released Mark");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 4, 2011, at Reel 4498 / Frame 0602;

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

Assignor hereby terminates, releases and discharges its security interest and lien, and reconveys, transfers and assigns to Assignee, without recourse, any rights it may have, in and to Assignee's right, title and interest in or to the Released Mark only. This Release is applicable only with respect to the Released Mark and to no other Trademarks. The Assignor retains all security interests, liens, rights, titles and interests granted to the Assignor under the Trademark Security Agreement with respect to all other Trademarks of the Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to, at the sole expense of the Assignee, record this Release with the United States Patent and Trademark Office.

Assignor shall take all further actions, and provide to Assignee, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Assignee to more fully and effectively effectuate the purposes of this Release.


THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, intending to be legally bound, Assignor has caused this CORRECTIVE PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed as of the date first above written.

**ASSIGNOR:**

JPMORGAN CHASE BANK, N.A., as  
Assignor

By:   
Name:  
Title:

**SCHEDULE 1 TO  
CORRECTIVE PARTIAL  
RELEASE OF SECURITY INTEREST IN TRADEMARK**

REGISTRATION NUMBER	TRADEMARK
920742	CAPE