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
Copperweld Bimetallics LLC		12/11/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CommScope, Inc. of North Carolina
Street Address:	1100 CommScope Pl. SE
City:	Hickory
State/Country:	NORTH CAROLINA
Postal Code:	28602
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85941255	CAMO
Registration Number:	1066603	COPPERWELD
Serial Number:	85941247	CCC COPPERWELD CAMO ANTI-THEFT CCS GROUN
Registration Number:	1938993	SHIPPED ON TIME WITH SAFETY IN MIND
Serial Number:	85488766	TUFF TRACER

OP $140.00 85941255

CORRESPONDENCE DATA

Fax Number: 7043393470

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

Email: ecampbell@rbh.com
Correspondent Name: Elizabeth Campbell
Address Line 1: 101 N. Tryon Street
Address Line 2: Suite 1900
Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER:	12952.01256

NAME OF SUBMITTER:	Elizabeth Campbell
Signature:	/Elizabeth Campbell/
Date:	12/13/2013

Total Attachments: 5
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GRANT OF

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of December 11, 2013 is made by the persons signatory hereto or hereafter made a party hereto (the "Grantors" and each a "Grantor"), in favor of COMMSCOPE, INC. OF NORTH CAROLINA, a North Carolina corporation, located at 1100 CommScope Pl., SE, Hickory, NC 28602, as agent acting for the benefit of the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Subordinated Credit and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among COPPERWELD BIMETALLICS LLC, a Delaware limited liability (the "Administrative Borrower"), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 6.28 thereof, each other Person party thereto that is designated as a Borrower from time to time (together with the Administrative Borrower, the "Borrowers", and each a "Borrower"), the various financial institutions from time to time party thereto as lenders (each a "Lender" and, collectively, the "Lenders") and the Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, each Grantor pledged and granted to the Agent, for the benefit of the Lenders, a continuing security interest in all of its Intellectual Property constituting Collateral, including the trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Credit Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loan and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Agent, for the benefit of the Lenders, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in Grantor's right, title and interest in, to and under all of the trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "Trademark Collateral"), to the Agent, for the benefit of the Lenders, to secure payment, performance and observance of the Obligations. For the avoidance of doubt, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent, for the benefit of

the Lenders, in connection with the Credit Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

TRADEMARK
REEL: 005173 FRAME: 0114

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COPPERWELD BIMETALLICS LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: Joseph J. Longever
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

COMMSCOPE, INC. OF NORTH CAROLINA,
a North Carolina corporation,
as Agent

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

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Description	Application No.	Registration No.	Registration Date
CAMO (Pending)	85/941,255		5/23/2013 (filed)
COPPERWELD	73/099,545	1,066,603	5/31/1977
COPPERWELD CAMO ANTI-THEFT CCS GROUND WIRE (STYLIZED) (Pending)	85/941,247		5/23/2013 (filed)
SHIPPED ON TIME WITH SAFETY IN MIND	74/451,100	1,938,993	11/28/1995
TUFF TRACER (allowed)	85/488,766		12/6/2011 (filed)

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