

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., As Collateral Agent		10/31/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CommScope, Inc. of North Carolina		
Street Address:	1100 CommScope Place SE		
City:	Hickory		
State/Country:	NORTH CAROLINA		
Postal Code:	28602		
Entity Type:	CORPORATION: NORTH CAROLINA		
Name:	Andrew LLC		
Street Address:	1100 CommScope Place SE		
City:	Hickory		
State/Country:	NORTH CAROLINA		
Postal Code:	28602		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	2629321	WHUPP	
CORRESPONDENCE DATA			
Fax Number:	8284312520		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	828-323-4923		
Email:	lthomas@commscope.com		
TRADEMARK			

OP \$40.00 2629321

Correspondent Name: Laura J. Thomas
Address Line 1: 1100 CommScope Place SE
Address Line 4: Hickory, NORTH CAROLINA 28602

NAME OF SUBMITTER: Laura J. Thomas

SIGNATURE: s/Laura J. Thomas/

DATE SIGNED: 11/19/2014

Total Attachments: 5

source=CommScope Whupp Release executed(3631477_1_DC) (3)#page1.tif

source=CommScope Whupp Release executed(3631477_1_DC) (3)#page2.tif

source=CommScope Whupp Release executed(3631477_1_DC) (3)#page3.tif

source=CommScope Whupp Release executed(3631477_1_DC) (3)#page4.tif

source=CommScope Whupp Release executed(3631477_1_DC) (3)#page5.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this “Trademark Release”), is made as of October 31, 2014 (the “Effective Date”), by JPMORGAN CHASE BANK, N.A., in its capacity as ABL Agent (as defined below) and Term Agent (as defined below), for the benefit of COMMSCOPE, INC. OF NORTH CAROLINA (the “Grantor”).

Reference is hereby made to (i) that certain Revolving Credit and Guaranty Agreement, dated as of January 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among CommScope, Inc., a Delaware corporation (the “Company”), the certain subsidiaries of the Company identified on the signature pages thereto as US Co-Borrowers, the certain subsidiaries of the Company identified on the signature pages thereto as US Subsidiary Guarantors, CommScope EMEA Limited, a private limited company incorporated under the laws of Ireland, Andrew AG, an *aktiengesellschaft* organized under the laws of Switzerland, Andrew Wireless Systems GmbH and Andrew GmbH, each a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany, Andrew S.A.R.L., a *société à responsabilité limitée* organized under the laws of France, CommScope Holding Company, Inc. (formerly known as Cedar I Holding Company, Inc.), a Delaware corporation (“Holdings”), certain subsidiaries of Holdings, the lenders from time to time party thereto, J.P. Morgan Europe Limited, as European administrative agent and JPMorgan Chase Bank, N.A., as US administrative agent (the “ABL Agent”), and (ii) that certain Credit Agreement, dated as of January 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”), by and among the Company, Holdings, the lenders from time to time party thereto, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (the “Term Agent” and, together with the ABL Agent, the “Agent”).

WHEREAS, pursuant to the terms and conditions of (i) that certain Revolving Credit Facility Pledge and Security Agreement, dated as of January 14, 2011, among the Grantor, certain affiliates of the Grantor from time to time party thereto, and the Agent and (ii) that certain Term Loan Facility Pledge and Security Agreement, dated as of January 14, 2011, among the Grantor, certain affiliates of the Grantor from time to time party thereto, and the Agent (collectively, the “Pledge and Security Agreements”; capitalized terms used herein but not defined herein have the meanings given to them in the Pledge and Security Agreements), the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under all of such Grantor’s Intellectual Property, whether then owned or existing or thereafter acquired or arising and wherever located, including, without limitation:

- a) the Trademark referred to on Schedule A hereto (the “U.S. Registered Trademark”);
- b) all Collateral Records, Collateral Support and Supporting Obligations relating to the U.S. Registered Trademark; and
- c) to the extent not otherwise included in the foregoing, all Proceeds, products, accessions, rents and profits of or in respect of the U.S. Registered Trademark.

WHEREAS, pursuant to the terms and conditions of (i) that certain Trademark Security Agreement (related to the Revolving Credit Facility Pledge and Security Agreement referred to above), dated as of January 14, 2011, among the Grantor, certain affiliates of the Grantor from time to time party thereto, and the Agent and (ii) that certain Trademark Security Agreement (related to the Term loan Facility Pledge and Security Agreement referred to above), dated as of January 14, 2011, among the Grantor, certain affiliates of the Grantor from time to time party thereto, and the Agent (collectively, the "Trademark Security Agreements"), which Trademark Security Agreements were recorded with the United States Patent and Trademark Office on February 4, 2011, at Reel/Frame 4498/0602, and February 7, 2011, at Reel/Frame 4483/0190, the Grantor granted to the Agent for the ratable benefit of the Secured Parties a security interest in the Grantor's right, title and interest in certain of its Intellectual Property including, without limitation:

- a) the U.S. Registered Trademark;
- b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of the U.S. Registered Trademark, all rights in the U.S. Registered Trademark provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor arising under the U.S. Registered Trademark or pertaining thereto;
- c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to the U.S. Registered Trademark, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- d) 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.

WHEREAS, in reliance of the representations, warranties and certifications made by that certain Officer's Certificate of Commscope, Inc., dated October 31, 2014, concerning the sale of the U.S. Registered Trademark pursuant to the Trademark Purchase and Assignment Agreement, dated October 31, 2014, by and between CommScope, Inc. of North Carolina, a North Carolina corporation (the "Assignor") and Hydrotex Partners, Ltd., a Texas limited partnership (the "Assignee"), the Agent has agreed to terminate and release its security interest in the U.S. Registered Trademark .

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, for itself and on behalf of the Secured Parties, hereby releases, relinquishes, discharges, cancels, re-pledges, reassigns and releases any and all liens and security interests it has against the U.S. Registered Trademark granted pursuant to the Security Agreements and the Trademark Security Agreements, and the Grantor's obligations under the Security Agreements and the Trademark Security Agreements, to the extent such obligations relate solely to the U.S. Registered Trademark, are hereby terminated. This Trademark Release is applicable only and solely with respect to the U.S. Registered Trademark

and to no other collateral arising under the Security Agreements or the Trademark Security Agreements. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreements and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Trademark Release.

Upon the reasonable request of the Grantor, the Agent hereby agrees to, at the sole cost and expense of the Grantor, duly execute, acknowledge, procure and deliver any further documents reasonably necessary under the rules and other applicable laws of the various jurisdictions, and to do such other acts as may be reasonably necessary upon request of the Grantor (or its assignees or designees) to effectuate the release of the security interest contemplated hereby and to confirm this Trademark Release and the Grantor's (or its assignee's) right, title and interest in and to the U.S. Registered Trademark.

This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

[Remainder of page intentionally left blank. Document continues on next page.]

IN WITNESS WHEREOF, the ABL Agent and the Term Agent have caused this Trademark Release to be executed by its duly authorized representative as of the Effective Date.

JPMORGAN CHASE BANK, N.A.,
as ABL Agent,

By: 
Name: _____
Title: _____
Tina Ruyter
Executive Director

JPMORGAN CHASE BANK, N.A.,
as Term Agent,

By: 
Name: _____
Title: _____
Tina Ruyter
Executive Director

Schedule A

Trademark	Reg. No.	App. No.	Date of Registration
WHUPP	2,629,321	77793220	October 1, 2002