

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADC DSL SYSTEMS, INC.		09/28/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as the Collateral Agent		
Street Address:	246 Goose Lane, Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2589292	CAMPUS - RS	
Registration Number:	1974062	CAMPUS-FLEX	
Registration Number:	2267540	CAMPUS-REX	
Registration Number:	2267541	CAMPUS-STAR	
Registration Number:	2078748	HIGAIN	
Registration Number:	3288674	LOOPSHIELD	
Registration Number:	2944848	LOOPSTAR	
Registration Number:	3160468	LS	
Registration Number:	2209409	MEGABIT MODEM	
Registration Number:	2190315	PG-FLEX	
Registration Number:	2216645	PG-PLUS	
Registration Number:	2425692	STARGAZER	
Registration Number:	3279880	WORLDDSL	
Registration Number:	2684939	THINMUX	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		

OP \$365.00 2589292

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 049614-0011

NAME OF SUBMITTER: Anna T Kwan

SIGNATURE: /atk/

DATE SIGNED: 09/29/2015

Total Attachments: 6

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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 28, 2015, is made by the Person (as defined in the Indenture referred to below) listed on the signature pages hereof (the “*Pledgor*”) in favor of Wilmington Trust, National Association (“*Wilmington Trust*”), as collateral agent (in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, COMMSCOPE, Inc., a Delaware corporation (the “*Issuer*”), CommScope Holding Company, Inc., a Delaware corporation, (“*Holdings*”), the guarantors party thereto, Wilmington Trust, as trustee (in such capacity, the “*Trustee*”) and collateral agent, have entered into an Indenture dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Indenture*”), pursuant to which the Issuer issued its 4.375% Senior Secured Notes due 2020 (the “*Notes*”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, in connection with the issuance of the Notes, the Pledgor has executed and delivered that certain Notes Pledge and Security Agreement, dated as of the date hereof 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 has 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:

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 the 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

- iii. throughout the world and all other rights of any kind whatsoever of the Pledgor accruing thereunder or pertaining thereto;
- iv. 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
- v. 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.

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 (as defined in the Indenture) of the Pledgor now or hereafter existing under or in respect of the Indenture and the Notes (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 the Pledgor to any Secured Party under the Indenture and the Notes 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 Grantor.

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

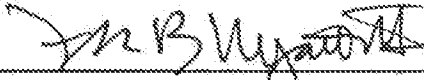
Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

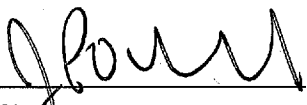
ADC DSL SYSTEMS, INC.

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

[Signature Page to Joinder to Trademark Security Agreement]

TRADEMARK
REEL: 005633 FRAME: 0234

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as the Collateral Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President

[Signature Page to Trademark Security Agreement]

Schedule A

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
CAMPUS - RS	75921749	2/17/2000	2589292	7/2/2002	ADC DSL Systems, Inc.
CAMPUS-FLEX	74485698	2/2/1994	1974062	5/14/1996	ADC DSL Systems, Inc.
CAMPUS-REX	75204981	11/27/1996	2267540	8/3/1999	ADC DSL Systems, Inc.
CAMPUS-STAR	75204986	11/27/1996	2267541	8/3/1999	ADC DSL Systems, Inc.
HIGAIN	75059135	2/16/1996	2078748	7/15/1997	ADC DSL Systems, Inc.
LOOPSHIELD	78548553	1/17/2005	3288674	9/4/2007	ADC DSL Systems, Inc.
LOOPSTAR	78184424	11/13/2002	2944848	4/26/2005	ADC DSL Systems, Inc.
LS (Stylized) (Loopshield Logo)	78548551	1/17/2005	3160468	10/17/2006	ADC DSL Systems, Inc.
MEGABIT MODEM	75055507	2/9/1996	2209409	12/8/1998	ADC DSL Systems, Inc.
PG-FLEX	75204455	11/26/1996	2190315	9/22/1998	ADC DSL Systems, Inc.
PG-PLUS	75161483	9/5/1996	2216645	1/5/1999	ADC DSL Systems, Inc.
STARGAZER	75635799	2/5/1999	2425692	1/30/2001	ADC DSL Systems, Inc.
WORLDDSL	78940175	7/28/2006	3279880	8/14/2007	ADC DSL Systems, Inc.
THINMUX	76352923	12/21/2001	2684939	2/4/2003	ADC DSL Systems, Inc.