

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airvana LP		10/01/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	CommScope Technologies 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: 3			
Property Type	Number	Word Mark	
Registration Number:	2598859	AIRVANA	
Registration Number:	2675597	AIRVISTA	
Registration Number:	4796318	ONECELL	
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:	828-324-2200		
Email:	lthomas@commscope.com		
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:	10/16/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Agreement**”), effective as of the execution date written below, is made by Airvana LP (“**Assignor**”), a Delaware limited partnership, in favor of CommScope Technologies LLC (“**Assignee**”), a Delaware limited liability company.

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the trademarks identified in Schedule A hereto (the “**Trademarks**”);

WHEREAS, pursuant to Section 1.1 of that certain Asset Purchase Agreement, dated as of September 4, 2015, by and among Assignor, Airvana Networks India Private Limited, and Assignee (the “**Asset Purchase Agreement**”), Assignor has agreed, among other things, to transfer to Assignee the Trademarks and the goodwill associated therewith, including the right to sue for past infringement;

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of the Trademarks. Assignor does hereby assigns, transfers, and conveys to Assignee all rights, title and interest in and to (i) the Trademarks, and (ii) the goodwill associated with the Trademarks, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Agreement, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorney’s fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee’s sole benefit.

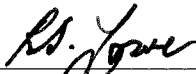
2. Further Assurances. Assignor further agrees to execute such further assignments and other documents and take all other further actions as Assignee may from time to time reasonably request to transfer ownership of the Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Successors and Assigns. The terms and provisions of this Agreement and the respective rights and obligations of Assignor and Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

4. Recordings. An executed copy of this Agreement may be filed with the United States Patent and Trademark Office and in the trademark office of any other country or region, as applicable, by Assignee or Assignor at any time.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered as of the execution date written below.

AIRVANA LP

By: 
Name: Richard Lowe
Title: President

Execution Date: October 1, 2015

* * * *

[Signature page to Trademark Assignment Agreement]

Schedule A

<u>Trademark</u>	<u>Country</u>	<u>Registration No. / (Application No.)</u>	<u>Registration Date / (Filing Date)</u>
AIRVANA	Canada	728406	11/14/08
AIRVANA	European Community	1844505	11/05/01
AIRVANA	Hong Kong	200104731	04/24/01
AIRVANA	Japan	4500667	08/24/01
AIRVANA	Korea	521028	05/21/02
AIRVANA	Singapore	T00/16281A	04/27/00
AIRVANA	United States	2598859	07/23/02
AIRVISTA	United States	2675597	01/14/03
ONECELL	United States	4796318	08/18/15
ONECELL	European Union	(1232944)	(9/30/14)
ONECELL	Japan	(1232944)	(9/30/14)