

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369746

|                              |                                     |
|------------------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                      |
| <b>NATURE OF CONVEYANCE:</b> | Trademark Security Agreement (Term) |
| <b>SEQUENCE:</b>             | 2                                   |

## CONVEYING PARTY DATA

| Name                              | Formerly | Execution Date | Entity Type                 |
|-----------------------------------|----------|----------------|-----------------------------|
| CommScope, Inc. of North Carolina |          | 12/20/2015     | CORPORATION: NORTH CAROLINA |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | JPMorgan Chase Bank N.A., as collateral agent |
| <b>Street Address:</b> | 10 S. Dearborn, 7th Floor                     |
| <b>City:</b>           | Chicago                                       |
| <b>State/Country:</b>  | ILLINOIS                                      |
| <b>Postal Code:</b>    | 60603   |
| <b>Entity Type:</b>    | National Association: UNITED STATES           |

## PROPERTY NUMBERS Total: 1

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4781516 | QWIK II   |

## CORRESPONDENCE DATA

Fax Number: 7147558290

*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.*

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham &amp; Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

|                                |                    |
|--------------------------------|--------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 049614-0011 (TERM) |
| <b>NAME OF SUBMITTER:</b>      | Anna T Kwan        |
| <b>SIGNATURE:</b>              | /atk/              |
| <b>DATE SIGNED:</b>            | 01/19/2016         |

## Total Attachments: 9

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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 December 20, 2015, is made by the Persons listed on the signature pages hereof (each, a “*Pledgor*”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, COMMSCOPE, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of January 14, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with CommScope Holding Company, Inc., a Delaware corporation (“*Holdings*”), JPMorgan Chase Bank, N.A., as the Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Pledgor has executed and delivered a counterpart to that certain Security Agreement dated January 14, 2011 made by each 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, each 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 Pledgors, 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, each Pledgor agrees as follows

Grant of Security. Each Pledgor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in and to the following (the “*Collateral*”):

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*”);

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 throughout the world and all other rights of any kind whatsoever of each Pledgor accruing thereunder or pertaining thereto;

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

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 Pledgors), 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 each Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (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 each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Loan Documents 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 Loan Party.

Recordation. Each 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. Each 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.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COMMSCOPE TECHNOLOGIES LLC

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

COMMSCOPE, INC. OF NORTH CAROLINA

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

[TL Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005712 FRAME: 0323**

Schedule A

**UNITED STATES TRADEMARKS**

**Registrations:**

|     | OWNER                      | REGISTRATION NUMBER | APPLICATION NUMBER | TRADEMARK                     |
|-----|----------------------------|---------------------|--------------------|-------------------------------|
| 1.  | CommScope Technologies LLC | 1,021,919           | 73/001,828         | ADC                           |
| 2.  | CommScope Technologies LLC | 2,608,396           | 75/573,620         | ADC                           |
| 3.  | CommScope Technologies LLC | 2,572,495           | 75/573,766         | ADC                           |
| 4.  | CommScope Technologies LLC | 1,397,449           | 73/527,543         | ADC & DESIGN                  |
| 5.  | CommScope Technologies LLC | 2,039,288           | 74/542,524         | ADC FASTERM                   |
| 6.  | CommScope Technologies LLC | 1941052             | 74/615763          | AIR FOSC                      |
| 7.  | CommScope Technologies LLC | 2,791,398           | 78/201,673         | AIRES                         |
| 8.  | CommScope Technologies LLC | 3060798             | 76977895           | AMP NETCONNECT & OVAL DESIGN  |
| 9.  | CommScope Technologies LLC | 3392228             | 76/000973          | AMP NETCONNECT & OVAL DESIGN  |
| 10. | CommScope Technologies LLC | 3096306             | 78/229945          | AMP NETCONNECT HOME NET-WORKS |
| 11. | CommScope Technologies LLC | 821029              | 72/241015          | AMP-FIT                       |
| 12. | CommScope Technologies LLC | 2197854             | 75/336151          | AMPINNERGY                    |
| 13. | CommScope Technologies LLC | 2,674,928           | 76/391,419         | BAY TRACER                    |
| 14. | CommScope Technologies LLC | 4386723             | 85683067           | C5C                           |
| 15. | CommScope Technologies LLC | 803638              | 72/179682          | CABLE MAKER                   |
| 16. | CommScope Technologies LLC | 0761882             | 72/168557          | CERTI-SEAL                    |
| 17. | CommScope Technologies LLC | 2027401             | 74/480693          | CERTI-SEAL                    |
| 18. | CommScope Technologies LLC | 2,633,035           | 76/210,367         | CLEARGAIN                     |
| 19. | CommScope Technologies LLC | 1640275             | 73/802998          | COMPROTECT                    |

[TL Trademark Security Agreement]

**TRADEMARK  
REEL: 005712 FRAME: 0324**

|     | OWNER                      | REGISTRATION NUMBER | APPLICATION NUMBER | TRADEMARK             |
|-----|----------------------------|---------------------|--------------------|-----------------------|
| 20. | CommScope Technologies LLC | 1875109             | 74/438772          | CORELINK              |
| 21. | CommScope Technologies LLC | 3292104             | 78825131           | CST                   |
| 22. | CommScope Technologies LLC | 2178392             | 75/316,700         | DATAGUARD             |
| 23. | CommScope Technologies LLC | 1074041             | 73/101150          | DEKDUCT               |
| 24. | CommScope Technologies LLC | 1075961             | 73/101151          | DEKLIP                |
| 25. | CommScope Technologies LLC | 3,901,009           | 77/435,896         | DLX                   |
| 26. | CommScope Technologies LLC | 2,955,257           | 76/269,242         | DSXi                  |
| 27. | CommScope Technologies LLC | 1619537             | 73/813306          | DTERMINATOR           |
| 28. | CommScope Technologies LLC | 1793196             | 74/295683          | DTERMINATOR 2         |
| 29. | CommScope Technologies LLC | 2,955,236           | 76/160,562         | ENCASER               |
| 30. | CommScope Technologies LLC | 3,807,417           | 77/049,589         | ENGINEERED FOR UPTIME |
| 31. | CommScope Technologies LLC | 2950291             | 78/317506          | ETHERSEAL             |
| 32. | CommScope Technologies LLC | 4298759             | 85/314,262         | EXPRESS EXIT          |
| 33. | CommScope Technologies LLC | 1,612,750           | 73/816,057         | FIBERGUIDE            |
| 34. | CommScope Technologies LLC | 2349926             | 75/693128          | FIBRBOSS              |
| 35. | CommScope Technologies LLC | 2854242             | 76/193,765         | FLEXDSX               |
| 36. | CommScope Technologies LLC | 1104227             | 73/089207          | FLEXI-BLOCK           |
| 37. | CommScope Technologies LLC | 1453011             | 73/624808          | FLEX-MODE             |
| 38. | CommScope Technologies LLC | 3,616,852           | 77/295,504         | FLEXWAVE              |
| 39. | CommScope Technologies LLC | 2,098,805           | 75/071,903         | FONS                  |
| 40. | CommScope Technologies LLC | 1488255             | 73/681078          | FOSC 100              |
| 41. | CommScope Technologies LLC | 2103090             | 75/150175          | FOSC 400              |



|     | OWNER                      | REGISTRATION NUMBER | APPLICATION NUMBER | TRADEMARK          |
|-----|----------------------------|---------------------|--------------------|--------------------|
| 42. | CommScope Technologies LLC | 1866253             | 74/340111          | GELGUARD           |
| 43. | CommScope Technologies LLC | 2525022             | 76/239360          | GHFC               |
| 44. | CommScope Technologies LLC | 2624480             | 76/296797          | GS3                |
| 45. | CommScope Technologies LLC | 2329066             | 75/651000          | GSSP               |
| 46. | CommScope Technologies LLC | 2155576             | 75/146846          | HIDEAWAY           |
| 47. | CommScope Technologies LLC | 2031151             | 74/697485          | HIDEOUT            |
| 48. | CommScope Technologies LLC | 2137593             | 74/554507          | HIGHBAND           |
| 49. | CommScope Technologies LLC | 2,934,663           | 78/039,039         | INTERREACH         |
| 50. | CommScope Technologies LLC | 3,923,948           | 77/858,597         | INTERREACH EXPRESS |
| 51. | CommScope Technologies LLC | 3,074,737           | 78/508,303         | INTERREACH FUSION  |
| 52. | CommScope Technologies LLC | 3,112,097           | 78/679,830         | INTERREACH UNISON  |
| 53. | CommScope Technologies LLC | 2651706             | 76/321751          | JACKMOON           |
| 54. | CommScope Technologies LLC | 2014813             | 74/619280          | KRONE              |
| 55. | CommScope Technologies LLC | 1879609             | 74/484007          | LIGHTCRIMP         |
| 56. | CommScope Technologies LLC | 1450498             | 73/631283          | LSA-PLUS           |
| 57. | CommScope Technologies LLC | 2,358,130           | 75/377,658         | LX.5               |
| 58. | CommScope Technologies LLC | 2,579,587           | 75/870,237         | METROREACH         |
| 59. | CommScope Technologies LLC | 3842141             | 77/517687          | MPOPTIMATE         |
| 60. | CommScope Technologies LLC | 2851254             | 76220595           | MT-RJ SECURE       |
| 61. | CommScope Technologies LLC | 1615223             | 73/788090          | NETCONNECT         |
| 62. | CommScope Technologies LLC | 1894333             | 74/453453          | NETCONNECT         |
| 63. | CommScope Technologies LLC | 1893971             | 74/453454          | NETCONNECT         |

|     | OWNER                      | REGISTRATION NUMBER | APPLICATION NUMBER | TRADEMARK                   |
|-----|----------------------------|---------------------|--------------------|-----------------------------|
| 64. | CommScope Technologies LLC | 3,883,185           | 77/035,390         | NEW NETWORKS: NEW WAYS      |
| 65. | CommScope Technologies LLC | 2,993,103           | 78/229,529         | NG3                         |
| 66. | CommScope Technologies LLC | 4610287             | 85/704309          | NG4access                   |
| 67. | CommScope Technologies LLC | 2,271,862           | 75/463,537         | NORTHERN LIGHTS CABLE, INC. |
| 68. | CommScope Technologies LLC | 1,606,215           | 73/814,202         | OCTAPAK                     |
| 69. | CommScope Technologies LLC | 3345045             | 78/391,522         | OMNIREACH                   |
| 70. | CommScope Technologies LLC | 3,787,825           | 77/295,506         | OMX                         |
| 71. | CommScope Technologies LLC | 2821428             | 75/749,083         | OMX600                      |
| 72. | CommScope Technologies LLC | 3,028,945           | 78/535,384         | OPTENET                     |
| 73. | CommScope Technologies LLC | 1469785             | 73/620071          | PEDCAP                      |
| 74. | CommScope Technologies LLC | 0832129             | 72/242873          | PICABOND                    |
| 75. | CommScope Technologies LLC | 2683157             | 76/376,448         | POWERWORX                   |
| 76. | CommScope Technologies LLC | 2,395,753           | 75/835,701         | POWERWORX & DESIGN          |
| 77. | CommScope Technologies LLC | 2869874             | 75/767,494         | PRO PATCH                   |
| 78. | CommScope Technologies LLC | 3221324             | 78/546,396         | ProAx                       |
| 79. | CommScope Technologies LLC | 4139752             | 85/101,945         | QUAREO                      |
| 80. | CommScope Technologies LLC | 4139774             | 85/109,606         | QUAREO Logo (Stylized Q)    |
| 81. | CommScope Technologies LLC | 2,296,455           | 75/268,203         | RADIATOR                    |
| 82. | CommScope Technologies LLC | 3,894,279           | 77/437,287         | REALFLEX                    |
| 83. | CommScope Technologies LLC | 2133246             | 75/101318          | RIBBONMASTER                |
| 84. | CommScope Technologies LLC | 3,803,597           | 77/295,523         | RISERGUIDE                  |
| 85. | CommScope Technologies LLC | 2,379,921           | 75/467,260         | SINGLE SHOT                 |

|     | OWNER                             | REGISTRATION NUMBER | APPLICATION NUMBER | TRADEMARK    |
|-----|-----------------------------------|---------------------|--------------------|--------------|
| 86. | CommScope Technologies LLC        | 2360043             | 75/742500          | TCS2         |
| 87. | CommScope Technologies LLC        | 1359209             | 73518981           | TERMSEAL     |
| 88. | CommScope Technologies LLC        | 1437317             | 73591687           | TRAC         |
| 89. | CommScope Technologies LLC        | 2348496             | 75/693127          | TRACE        |
| 90. | CommScope Technologies LLC        | 2,628,761           | 75/867,929         | TRACERLIGHT  |
| 91. | CommScope Technologies LLC        | 2,546,021           | 75/981,105         | TRUENET      |
| 92. | CommScope Technologies LLC        | 1833148             | 74/211,960         | UNIPATCH     |
| 93. | CommScope Technologies LLC        | 2,962,367           | 78/360,086         | UNISON ACCEL |
| 94. | CommScope Technologies LLC        | 2,989,946           | 76/376,449         | WIDEVAM      |
| 95. | CommScope Technologies LLC        | 1659753             | 74/112189          | WRSS         |
| 96. | CommScope Technologies LLC        | 1173989             | 73/260652          | XAGA         |
| 97. | CommScope Technologies LLC        | 1878534             | 74/488870          | XAGA FOSC    |
| 98. | CommScope, Inc. of North Carolina | 4781516             | 86/470260          | QWIK II      |

## UNITED STATES TRADEMARKS

### Applications

|    | OWNER                      | APPLICATION NUMBER | TRADEMARK      |
|----|----------------------------|--------------------|----------------|
| 1. | CommScope Technologies LLC | 86/312828          | AMP NETCONNECT |
| 2. | CommScope Technologies LLC | 79/160,608         | QUAREO         |
| 3. | CommScope Technologies LLC | 85/473147          | RAPID FIBER    |
| 4. | CommScope Technologies LLC | 85/376,506         | RAPIDREEL      |