

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369748

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)
SEQUENCE:	4

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank N.A., as collateral agent
Street Address:	10 S. Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	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 & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049614-0011 (ABL)
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	01/19/2016

Total Attachments: 10

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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 ABL Credit Agreement referred to below).

WHEREAS, that certain Revolving Credit and Guaranty Agreement, dated as of January 14, 2011 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “*ABL Credit Agreement*”), was entered into by and among CommScope, Inc., a Delaware corporation (the “*Parent Borrower*”), the certain Subsidiaries of Parent Borrower identified therein as US Co-Borrowers (the “*US Co-Borrowers*” and, together with Parent Borrower, the “*US Borrowers*”), the certain Subsidiaries of Parent Borrower identified therein as the US Subsidiary Guarantors (the “*US Subsidiary Guarantors*”), CommScope EMEA Limited, a private limited company incorporated under the laws of Ireland (the “*Irish Borrower*”), CommScope Technologies AG, an *Aktiengesellschaft* organized under the laws of Switzerland (the “*Swiss Borrower*”), Andrew Wireless Systems GmbH and Andrew GmbH, each a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany (each, a “*German Borrower*” and collectively, the “*German Borrowers*”), CommScope France S.A.R.L., a *société à responsabilité limitée* organized under the laws of France and registered with the Nanterre’s commercial registry under number 309 458 941 (the “*French Borrower*” and, together with the Irish Borrower, the Swiss Borrowers and the German Borrowers, collectively, the “*European Co-Borrowers*”), CommScope Holding Company, Inc. (“*Holdings*”), as a Guarantor, certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as US Administrative Agent (together with its permitted successors in such capacity, the “*US Administrative Agent*”) and J.P. Morgan Europe Limited, as European Administrative Agent (together with its permitted successors in such capacity, the “*European Administrative Agent*”). Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of Letters of Credit by Issuing Banks under the ABL 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 such Pledgor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. 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 Collateral Documents (as such Collateral 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 Pledgors, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement)

that would be owed by the Pledgors to any Secured Party under the Collateral 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 Credit 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.

[Signature Page to Follow]

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

COMMSCOPE, INC. OF NORTH CAROLINA

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

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

	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

