

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436521

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (RF 4483/0190)
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		07/17/2017	National Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	CommScope, Inc. of North Carolina
<b>Street Address:</b>	1100 COMMSCOPE PLACE SE
<b>City:</b>	HICKORY
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28602
<b>Entity Type:</b>	Corporation: NORTH CAROLINA

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	4064122	GROUNDSMART

## 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>	049614-0018
<b>NAME OF SUBMITTER:</b>	Anna T Kwan
<b>SIGNATURE:</b>	/ATK/
<b>DATE SIGNED:</b>	07/25/2017

## Total Attachments: 4

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**RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (the “**Trademark Release**”), dated as of July 17, 2017, is made by 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), in favor of CommScope, Inc. of North Carolina, a North Carolina corporation (the “**Pledgor**”).

WHEREAS, COMMSCOPE, Inc., a Delaware corporation, 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 Cedar I Holding Company, Inc., a Delaware corporation, the 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 executed and delivered 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, pursuant to the Credit Agreement, the Security Agreement and that certain Trademark Security Agreement, dated January 14, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), each Pledgor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all such Pledgor’s right, title and interest in and to, among other property, certain Trademarks of the Pledgors;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 7, 2011, at Reel 4483 and Frame 0190;

WHEREAS, the Pledgor has requested that the Collateral Agent release, and the Collateral Agent is willing to release, subject to the terms hereof, its security interest solely with respect to the Trademarks set forth on Schedule I hereto (the “**Released Trademarks**”); and

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Pledgor’s right, title and interest in and to the Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

**SECTION 1. Release of Security Interest.** The Collateral Agent hereby terminates, releases and discharges the entirety of any and all security interests granted under the Security Agreement and the Trademark Security Agreement that it may have in, to and under the Released Trademarks, solely with respect to the Released Trademarks. Any right, title or interest of the Collateral Agent in such Released Trademarks shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent (if any) in such Released Trademarks to the Pledgor.

**SECTION 2. Retained Collateral.** This Trademark Release is applicable only and solely with respect to the Released Trademarks and to no other Collateral arising under the Trademark

Security Agreement and Security Agreement (such other Collateral, the “**Retained Collateral**”). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Trademark Release. The Trademark Security Agreement and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks or any other applicable government officer record this Trademark Release.

SECTION 4. 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.

SECTION 5. Governing Law. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Partial Trademark Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JPMorgan Chase Bank, N.A., as Collateral Agent

By: \_\_\_\_\_



Name:

Title:

**Nicholas Gitron-Beer**  
**Vice President**

SCHEDULE I  
TO THE  
RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

U.S. Trademarks

<b>Country</b>	<b>Trademark</b>	<b>Owner</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
US	GroundSmart	CommScope, Inc. of North Carolina	85014501	15-Apr-2010	4064122	29-Nov-2011

Non-U.S. Trademarks

<b>Country</b>	<b>Trademark</b>	<b>Owner</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Canada	Groundsmart	CommScope, Inc. of North Carolina	1479942	06-May-2010	TMA823840	10-May-2012
China	GroundSmart	CommScope, Inc. of North Carolina	8230106	22-Apr-2010	8230106	28-Apr-2011
Europe	GroundSmart	CommScope, Inc. of North Carolina	009151945	04-Jun-2010	009151945	15-Nov-2010
Kingdom of Saudi Arabia	GroundSmart	CommScope, Inc. of North Carolina	155359	26-May-2010	126429	27-Jun-2011