

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Supplement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CommScope, Inc. of North Carolina		04/25/2008	North Carolina Corporation:
Andrew Corporation		04/25/2008	Delaware Corporation:

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	2001 Clayton Road
<b>Internal Address:</b>	Building B
<b>City:</b>	Concord
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94520
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	77351350	POWERHOUSE
Serial Number:	77415042	READYPATCH
Serial Number:	77375238	XPRESSPREP
Serial Number:	77419591	SHARPBEAM
Serial Number:	77419550	SUPPRESSOR
Serial Number:	77333034	ANDREW CORPORATION
Serial Number:	77429330	ONEBASE INSITE
Serial Number:	77431541	-IET

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 8002210770  
 Email: kai.goodwin@contractor.thomson.com

CH \$215.00 77351350

Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

547818

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

04/28/2008

**Total Attachments: 5**

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## Trademark Security Agreement Supplement

**Trademark Security Agreement Supplement**, dated as of April 25, 2008, by COMMSCOPE, INC. OF NORTH CAROLINA and ANDREW CORPORATION (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of Bank of America N.A., in its capacity as administrative agent pursuant to the Credit Agreement identified below (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS, reference is made to the Credit Agreement, dated as of December 27, 2007, among CommScope, Inc., the lenders from time to time party thereto and the Administrative Agent.

WHEREAS, the Pledgors are party to a Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and to a Trademark Security Agreement (the "Trademark Security Agreement") both dated as of December 27, 2007 in favor of the Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and to the Trademark Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement and in the Trademark Security Agreement, the terms and provisions

of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement or the Trademark Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than indemnities and other inchoate obligations not then due and payable) and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement Supplement.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement Supplement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

COMMSCOPE, INC. OF NORTH  
CAROLINA

By: Barry D. Graham  
Name: Barry D. Graham  
Title: VP and Treasurer

ANDREW CORPORATION

By: Barry D. Graham  
Name: Barry D. Graham  
Title: Treasurer

Accepted and Agreed:

Bank of America, N.A.,  
as Administrative Agent

A handwritten signature in black ink, appearing to be 'Joan Mok', written over a horizontal line.

By: \_\_\_\_\_  
Name: Joan Mok  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**  
**TRADEMARK APPLICATIONS**

**Trademark Applications:**

	<b>Owner</b>	<b>Application Number</b>	<b>Description</b>
1.	CommScope, Inc. of North Carolina	77/351350	POWERHOUSE
2.	CommScope, Inc. of North Carolina	77/415042	READYPATCH
3.	CommScope, Inc. of North Carolina	77/375238	XPRESSPREP
4.	Andrew Corporation	77/419,591	SharpBeam
5.	Andrew Corporation	77/419,550	Suppressor
6.	Andrew Corporation	77/333034	ANDREW
7.	Andrew Corporation	77/429330	ONEBASE INSITE
8.	CommScope, Inc. of North Carolina	77/431541	-JET