

12-22-2000

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

*MW 12.1.00*

<b>1. Name of conveying party(ies):</b> CommScope, Inc. of North Carolina No additional names attached <input checked="" type="checkbox"/>	<b>2. Name and address of receiving party(ies):</b> CommScope Properties, LLC 1135 Southern Way Sparks, Nevada 89431
<b>3. Nature of Conveyance:</b> <input checked="" type="checkbox"/> assignment <input type="checkbox"/> merger <input type="checkbox"/> security agreement <input type="checkbox"/> change of name <input type="checkbox"/> other	No additional names(s) or address(es) attached
<b>EXECUTION DATE: November 22, 2000</b>	
<b>4. Application number(s) or patent number(s):</b>	
<b>A. Patent Application Number(s)</b> 09/070,789 filed 5/1/98	<b>B. Patent Number(s): None</b>
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Name: MILLEN, WHITE, ZELANO & BRANIGAN, P.C. Address: Arlington Courthouse Plaza I Suite 1400 2200 Clarendon BLVD. Arlington, VA 22201	<b>6. Total number of applications and patents involved: 1</b> <b>7. Total fee (37CFR 3.41) \$40.00</b> <input checked="" type="checkbox"/> Check enclosed <input checked="" type="checkbox"/> Charge any deficiencies in the payment of fees associated with this communication or credit any overpayment to <b>8. DEPOSIT ACCOUNT NO. 13-3402</b>
<b>DO NOT USE THIS SPACE</b>	

**9. Statement and Signature.**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John H. Thomas  
Attorney for Applicant(s)

*John H. Thomas*  
Signature

11/30/00  
Date

- ◆ Total number of pages including cover sheet, attachments and documents: 16
- ◆ Attorney Docket # COMMS 100X

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, CommScope, Inc. of North Carolina, a North Carolina corporation, located at 1375 Lenoir-Rhyne Boulevard, Hickory, North Carolina 28603 (the "Assignor"), is the sole and exclusive owner of intellectual property including inventions, patents, patent applications, trademarks and service marks, trademark and service mark registrations, applications for trademark and service mark registration, trade dress, trade names, copyrights, copyright registrations, applications for copyright registration, trade secrets, technical know-how, research and development information and any other intellectual property rights relating to the manufacture and sale of communications cables and related products (the "Intellectual Property"); the attached schedules set forth U.S. patents and U.S. patent applications (Schedule A), U.S. trademark registrations and trademark applications for registration (Schedule B), and U.S. copyright registrations and copyright applications for registration (Schedule C) that are a portion of the Intellectual Property; and

WHEREAS, CommScope Properties, LLC, a Nevada Limited Liability Company, located at 1135 Southern Way, Sparks, Nevada 89431 (the "Assignee"), is desirous of acquiring the right, title and interest in and to said Intellectual Property in the United States, including but not limited to, that identified in Schedules A, B & C;

NOW THEREFORE, in return for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has done the following:

### 1. United States Patents

Assignor hereby assigns and transfers to Assignee all right, title and interest in and to all United States patents, and/or patent applications, and any patents resulting therefrom, and any reissue or reissues of the patents already granted and which may be granted on the applications (the "Patents"), the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which the Patents are or

may be granted or reissues as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and transfer had not been made; together with all claims for damages by reason of past infringement of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or legal representatives.

Assignee hereby authorizes and requests the U.S. Patent and Trademark Office to issue any and all patents resulting from any applications or any continuation(s), divisional(s) or reissue(s) thereof to CommScope Properties, LLC, as Assignee of the entire interest; and Assignor hereby covenants that it has full right to convey the entire interest herein transferred and assigned; and that it has not executed, and will not execute, any agreements inconsistent herewith; and that it will execute any and all other instruments which may be necessary to perfect and evidence Assignee's ownership of the Patents and rights herein conveyed.

## 2. United States Trademarks

Assignor hereby assigns and transfers to Assignee all right, title and interest in and to all United States trademark and service mark registrations, state trademark and service mark registrations, applications for trademark and service mark registrations, trade dress, trade names and any other common law marks in United States that are, have been or may be used by Assignor (the "Marks"), together with the good will of business symbolized by the Marks, including all rights of action at law and in equity against, and recovery of damages and profits from, third parties for past infringement thereof, the same to be held and enjoyed by Assignee, and for the use and enjoyment of its successors, assigns or legal representatives, as fully and entirely as the same would have been held by Assignor had this assignment and transfer not been made.

Assignor hereby warrants and covenants that it has the full power and authority to convey the rights, title and interest herein transferred and assigned to Assignee; and that it has not executed and will not execute any agreement inconsistent herewith; and that it will execute any and all other instruments which may be necessary to perfect and evidence Assignee's ownership of the Marks and rights herein conveyed.

### 3. United States Copyrights

Assignor hereby assigns and transfers to Assignee all right, title and interest in and to all United States copyright rights, copyright registrations, applications for copyright registration, and common law copyrights (the "Copyrights") that it has created, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which the Copyrights are or may be granted as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment and transfer had not been made; together with all claims for damages by reason of copyright infringement of the Copyrights, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby covenants that it has full right to convey the entire interest herein transferred and assigned to Assignee; and that it has not executed and will not execute, any agreements inconsistent herewith; and that it will execute any and all other instruments which may be necessary to perfect and evidence Assignee's ownership of the Copyrights and rights herein conveyed.

### 4. All Other United States Intellectual Property

Assignor hereby assigns and transfers to Assignee all right, title and interest in and to all Intellectual Property in the United States (except the above-identified and assigned Patents, Marks and Copyrights), including but not limited to trade secrets, technical know-how, and research and development information (the "Other Intellectual Property"), the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, entirely as the same would have been held and enjoyed by Assignor, if this assignment and transfer had not been made; together with all claims for damages by reason of theft, conversion, infringement or any other unauthorized use of the Other Intellectual Property,

with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby covenants that it has full right to convey the entire interest herein transferred and assigned; and that it has not executed and will not execute any agreements inconsistent herewith; and that it will execute any and all other instruments which may be necessary to perfect and evidence Assignee's ownership of the Other Intellectual Property and rights herein conveyed.

\* \* \*

This "Assignment of Intellectual Property" is effective on the 26<sup>th</sup> day of November, 2000.

**ASSIGNOR: CommScope, Inc. of North Carolina**

By: Jearld L. Leonhardt  
Jearld L. Leonhardt  
Executive Vice President and Chief Financial Officer

**ATTEST:**

By: Frank B. Wyatt, II  
Frank B. Wyatt, II  
Secretary

\* \* \*

On this 22<sup>nd</sup> day of November, 2000, Jearld L. Leonhardt and Frank B. Wyatt, II appeared before me, J. Diane Lowman, a Notary Public for Burk County, State of North Carolina, each known to me personally and in the capacity in which each has signed, and after executing this document acknowledged and affirmed that each has the power and authority to do so in that capacity and on behalf of that entity.

J. Diane Lowman  
Notary Public

My Commission Expires: February 4, 2002

# **SCHEDULE A**

## CommScope US Patent and Patent Application List

Title	Application No.	Application Date	Patent No.	Patent Date
Coaxial Cable Having Enhanced and Bending Characteristics	339,347	07/19/82	4,472,595	09/18/84
Cable with Adhesively Bonded Sheath	399,346	07/19/82	4,484,023	11/20/84
Cable with Corrosion Inhibiting Adhesive	493,375	05/10/83	4,515,992	05/07/85
Process for Producing Reinforced Structural Articles Produced Thereby	607,888	07/12/84	4,598,473	07/08/86
Electrical Cable with Improved Metallic Shielding Tape	852,776	04/16/86	4,691,081	09/01/87
Jacketed Cable with Powder Layer for Enhanced Corrosion and Environmental Protection	867,069	05/27/86	4,701,575	10/20/87
Impact Absorbing Jacket for a Concentric Interior Member and Coaxial Cable Provided with Same	33,333	03/31/87	4,731,505	03/15/88
High Frequency Signal Cable with Improved Electrical Dissipation Factor and Method of Producing Same	309,831	02/10/89	4,894,488	01/16/90
Communications Cable and Method Having a Talk Path in an Enhanced Cable Jacket	555,160	07/18/90	5,042,904	08/27/91
Coaxial Cable Having a Flat Wire Reinforcing Covering and Method for Making Same	843,734	02/28/92	5,254,188	10/19/93
Method for Upgrading and Converting a Coaxial Cable with a Fiber Optic Cable	843,733	02/28/92	5,293,678	03/15/94
Fiber Optic Cable Having Buffer Tubes with Optical Bundles Therein and Method for Making Same	16,772	02/11/93	5,345,526	09/06/94
Elliptical Aerial Self-Supporting Fiber Optic Cable and Associated Apparatus and Methods	258,333	06/10/94	5,448,670	09/05/95
Dual Layer Fire-Resistant Plenum Cable	65,860	05/21/93	5,462,803	10/31/95
Composite Fiber Optic and Electrical Cable and Associated Fabrication Method	285,328	06/10/94	5,469,523	11/21/95
Core Finish Tool for Coaxial Cable and Associated Method	254,163	06/06/94	5,511,305	04/30/96
Fiber Optic Cable Having Extended Contraction Window and Associated Method and Apparatus for Fabricating the Cable	258,532	06/10/94	5,542,020	07/30/96

<b>Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Patent No.</b>	<b>Patent Date</b>
Apparatus and Method for Making Coaxial Cable Having Longitudinally Welded Outer Conductor	389,130	02/14/95	5,560,536	10/01/96
Insulating Composition, Insulated Plenum Cable and Methods for Making Same	435,870	05/04/95	5,614,319	03/25/97
Composite Fiber Optic and Electrical Cable and Associated Fabrication Method	561,044	11/20/95	5,651,081	07/22/97
Cable Snagger for Winding a Continuously Produced Cable Onto a Take-up Spool	584,172	01/11/96	5,692,690	12/02/97
Multi-Jacketed Coaxial Cable and Method of Making Same	490,062	06/13/95	5,719,353	02/17/98
Cable Having an at Least Partially Oxidized Armor Layer	588,560	01/18/96	5,777,271	07/07/98
Twisted Pairs Communications Cable	761,981	12/11/96	5,814,768	09/29/98
Method of Making Coaxial Cable	08/865,407	05/29/97	5,926,949	07/27/99
Water Blocked Shielded Coaxial Cable	08/773,478	12/23/96	5,949,018	09/07/99
Coaxial Cable	08/865,595	05/29/97	5,959,245	09/28/99
Twisted Pair Communications Cable	09/005,335	01/09/98	5,969,295	10/19/99
Coaxial Cable	08/935,381	09/22/97	6,037,545	03/14/00
Conductor Insulated with Foamed Fluoropolymer Using Chemical Blowing Agent	08/799,777	02/12/97	6,064,008	05/16/00



Title	Application No.	Application Date	Patent No.	Patent Date
Shielded Cable and Method of Making	09/070,789	05/01/98		Pending

REDACTED

Title	Application No.	Application Date	Patent No.	Patent Date
Shielded Cable and Method of Making	09/070,789	05/01/98		Pending

REDACTED

# **SCHEDULE B**

**CommScope US Trademark Registration and Trademark Application List**

<b>Trademark</b>	<b>Date Filed</b>	<b>Serial No.</b>	<b>Date Issued</b>	<b>Registration No.</b>
COMM/SCOPE	03/11/70	72/353,793	09/15/70	898,651
PLENAIR	03/17/89	73/787,144	10/31/89	1,563,191
GLOBE DESIGN	01/17/83	73/409,696	03/20/84	1,270,646
QUANTUM REACH	09/30/82	74/394,371	07/03/84	1,284,110
QR	09/30/82	74/396,747	06/16/87	1,442,791
CRD	07/25/86	74/611,411	10/06/87	1,459,879
CABLE GUARD	02/24/88	73/713,183	03/21/89	1,530,622
SPANMASTER	09/20/91	74/205,268	07/28/92	1,703,013
P-III	09/14/90	74/097,184	10/27/92	1,727,126
THE CABLE IN CABLE TV	07/29/92	74/299,113	04/13/93	1,764,272
COMMFLEX	04/22/92	74/268,092	05/25/93	1,772,849
OPTICAL REACH	03/26/92	74/259,285	06/15/93	1,776,309
PARAMETER III	10/09/90	74/103,743	11/23/93	1,806,672
FIBER FEEDER	05/29/92	74/279,521	02/08/94	1,820,873
COMMSCOPE	11/12/92	74/330,420	11/29/94	1,865,198
EZ-PAK	06/28/94	74/544,169	01/09/96	1,946,411
COMMSCOPE Design	04/11/95	74/659,294	02/20/96	1,957,999
FIBER OPTIMA FIBER OPTICS BY COMMSCOPE	01/30/95	74/627,340	04/15/97	2,053,255
FIBER OPTIMA	01/30/95	74/627,341	04/15/97	2,053,256
EZ-SWIVEL	02/06/95	74/630,296	04/22/97	2,055,945
DIGICABLE	02/09/93	74/357,014	07/15/97	2,079,483
POWER DROP	06/27/94	74/543,122	08/12/97	2,087,984
CELL REACH	02/15/96	75/058,740	09/23/97	2,100,216
CABLEPAK	06/24/96	75/124,156	09/23/97	2,099,055
E-Z PAK REEL	02/21/96	75/064,178	09/30/97	2,102,162
MIGRAHEAL	05/14/97	75/292,558	05/26/98	2,160,544
APD	05/14/97	75/292,559	05/26/98	2,160,545
QR EXPRESS	05/14/97	75/292,565	05/26/98	2,160,546
THREE HEXAGON DESIGN	02/20/97	75/244,709	06/30/98	2,169,202
CALC U LOSS	04/22/97	75/279,519	07/28/98	2,176,501
MULTI-REACH	12/30/96	75/219,425	08/04/98	2,177,943
ULTRAHOME	01/15/97	75/226,664	09/15/98	2,188,872
POWER FEEDER	07/18/96	75/136,043	01/12/99	2,217,964
CONQUEST	12/04/96	75/208,107	02/09/99	2,223,132
HOW INTELLIGENCE TRAVELS	08/08/97	75/337,960	02/23/99	2,226,785
EZ STAK	07/01/97	75/318,160	03/02/99	2,229,709
COMMSHIELD	12/17/96	75/214,361	06/01/99	2,250,068

<b>Trademark</b>	<b>Date Filed</b>	<b>Serial No.</b>	<b>Date Issued</b>	<b>Registration No.</b>
TRIATHLON	12/31/97	75/143,332	07/09/99	2,258,972
OVAL Design	05/14/97	75/292,556	07/20/99	2,263,526
ARID-CORE	02/11/98	75/432,251	08/03/99	2,266,592
P3	07/02/98	75/512,695	08/17/99	2,270,709
UPGRADE	03/13/98	75/449,504	01/08/00	2,308,505
REELSMART	03/13/98	75/449,992	05/02/00	2,347,613
ULTRA II	06/28/99	75/737,031	05/30/00	2,353,678
CABLING THE INFORMATION SUPERHIGHWAY	03/07/95	74/643,342		Pending
PF	08/15/96	75/150,646		Pending
ULTRALINK	05/29/97	75/300,074		Pending
MILLENNIUM	07/01/97	75/318,159		Pending
COMMPAK	07/06/98	75/513,771		Pending
EZ REACH	12/11/98	75/605,592		Pending
EOS	12/16/98	75/605,599		Pending
LANCORE	03/22/99	75/665,436		Pending
COMMCORE	03/22/99	75/665,477		Pending
FLEX REACH	03/26/99	75/649,046		Pending
PURPLE HOSE	04/02/99	75/675,885		Pending
PURPLE HIGHWAY	04/02/99	75/676,025		Pending
ISOLITE	04/02/99	75/676,026		Pending
TRANSPLICE	04/20/99	75/687,027		Pending
BRIGHTWIRE	04/30/99	75/694,165		Pending
E-FIBER	08/18/99	75/778,810		Pending
FIBER-E	08/18/99	75/778,812		Pending
POWER FIBER	08/18/99	75/778,811		Pending
FIBER POWER	08/18/99	75/778,809		Pending
TRANSGRIP	10/18/99	75/825,712		Pending
TRANSWRENCH	10/18/99	75/825,711		Pending
ULTRAFIBER	12/01/99	75/860,933		Pending
HOUSE ICON Design	12/09/99	75/869,161		Pending
THE C IN HFC	01/27/00	75/903,601		Pending
ECABLE	01/31/00	75/906,256		Pending
BROADBAND-SPEED	01/31/00	75/906,255		Pending
EZ-SNAP	09/28/00	76/138,018		Pending
BLUE HIGHWAY	12/03/98	75/598,744		Pending
SUMMIT	03/02/00	75/932,182		Pending
SITE-PAK	12/30/96	75/219,557		Pending
WBC	04/19/00	78/004,761		Pending
LASERCORE	03/16/00	76/001,905		Pending

<b>Trademark</b>	<b>Date Filed</b>	<b>Serial No.</b>	<b>Date Issued</b>	<b>Registration No.</b>
BROADBAND-SPEED.COM	03/02/00	75/932,183		Pending
CONNECTED BY COMMSCOPE	03/21/00	76/006,029		Pending
ULTRAPIPE	09/21/00	76/132,307		Pending

# **SCEHDULE C**

CommScope US Copyright Registration and Copyright Application List

<b>Title</b>	<b>Date Filed</b>	<b>Date Issued</b>	<b>Registration No.</b>
Calc U Loss	04/29/97	11/17/97	TX 4-552-494
Spanmaster 3.1	05/27/99	12/17/99	TX4-990-441
MTS Product Requisition	09/17/99	08/18/00	TX 5-064-952