

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
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**CONVEYING PARTY DATA**

Name	Execution Date
Avaya Technology Corporation	01/29/2004

**RECEIVING PARTY DATA**

<b>Name:</b>	CommScope Solutions Properties, LLC
<b>Street Address:</b>	1285 Southern Way
<b>City:</b>	Sparks
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89431

**PROPERTY NUMBERS Total: 30**

Property Type	Number
Patent Number:	5643014
Patent Number:	5669106
Patent Number:	5689090
Patent Number:	5697840
Patent Number:	5700167
Patent Number:	5716237
Patent Number:	5718593
Patent Number:	5718604
Patent Number:	5721396
Patent Number:	5729370
Patent Number:	5733140
Patent Number:	5740004
Patent Number:	5740685
Patent Number:	5751534
Patent Number:	5791701

**OP \$1200.00 5643014**

Patent Number:	5803292
Patent Number:	5805404
Patent Number:	5807133
Patent Number:	5816854
Patent Number:	RE35929
Patent Number:	D401568
Patent Number:	5844785
Patent Number:	5868362
Patent Number:	5882217
Patent Number:	5885110
Patent Number:	5886298
Patent Number:	5887333
Patent Number:	5897395
Patent Number:	5688169
Patent Number:	5832988

**CORRESPONDENCE DATA**

Fax Number: (828)431-2520  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-982-1708  
Email: lthomas@commscope.com  
Correspondent Name: Laura Thomas  
Address Line 1: 1100 CommScope Place, SE  
Address Line 4: Hickory, NORTH CAROLINA 28602

NAME OF SUBMITTER:	Laura Thomas
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**Total Attachments: 7**  
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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), is by and between Avaya Technology Corp., a Delaware corporation, with offices at 211 Mount Airy Road, Basking Ridge, New Jersey 07920, United States of America ("ASSIGNOR"), and CommScope Solutions Properties, LLC, a Nevada limited liability company with its offices in Sparks, Nevada, United States of America ("ASSIGNEE"). This Agreement is being entered into pursuant to the Asset Purchase Agreement dated October 26, 2003, between Avaya Inc. ("Avaya") and CommScope, Inc., a parent company of ASSIGNEE ("Purchase Agreement"), and shall become effective as of the Closing Date specified in the Purchase Agreement ("Effective Date").

### RECITALS

A. WHEREAS, the Purchase Agreement provides that the parties hereto shall enter into this Assignment in order to assign certain of ASSIGNOR's intellectual property assets to ASSIGNEE as prescribed herein;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents and patent applications, listed in the attached Schedule (hereinafter "TRANSFERRED PATENTS AND APPLICATIONS"); and

C. WHEREAS, in furtherance of the foregoing assignment of intellectual property assets, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in the TRANSFERRED PATENTS AND APPLICATIONS for all countries, jurisdictions and political entities of the world, to and in ASSIGNEE.

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to ASSIGNEE, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS AND APPLICATIONS and corresponding counterpart foreign patents and patent applications.

ASSIGNOR agrees that, upon request, ASSIGNOR will record in the United States Patent and Trademark Office, at its own expense, any assignment, grant or conveyance, not previously recorded therein, by which it acquired ownership or any right to convey any of the TRANSFERRED PATENTS AND APPLICATIONS.

ASSIGNOR further agrees that, upon request, ASSIGNOR will at any time without charge to ASSIGNEE but at ASSIGNEE's expense (except as provided above), furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to the TRANSFERRED PATENTS AND APPLICATIONS in ASSIGNEE, its successors, assigns and legal representatives or nominees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

**AVAYA TECHNOLOGY CORP.**

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

Name:

Title:

**COMMSCOPE SOLUTIONS PROPERTIES, LLC**

By: Frank B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Manager

**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction that:

- a) this person signed, sealed and delivered the attached Patent Assignment as \_\_\_\_\_ of Avaya Technology Corp. and had the authority to do so; and
- b) this Patent Assignment was signed and made by Avaya Technology Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:

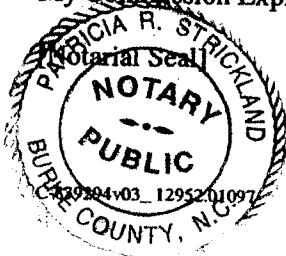
[Notarial Seal]

STATE OF NORTH CAROLINA  
 ) ss.  
COUNTY OF BURKE )

I CERTIFY that on this 29<sup>TH</sup> day of JANUARY, 2004, FRANK B. WYATT, II personally came before me and this person acknowledged under oath, to my satisfaction that:

- a) this person signed, sealed and delivered the attached Patent Assignment as the MANAGER of CommScope Solutions Properties, LLC, and had the authority to do so; and
- b) this Patent Assignment was signed and made by CommScope Solutions Properties, LLC as its voluntary act and deed by virtue of authority arising from the approval thereof by its sole Member.

Patricia R Strickland  
Name: PATRICIA R. STRICKLAND  
Notary Public  
My Commission Expires: 11-14-06



IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

**AVAYA TECHNOLOGY CORP.**

By: *Garry K. McGuire*

Name: *Garry K. McGuire*

Title: *Attorney-in-Fact*

**COMMSCOPE SOLUTIONS PROPERTIES, LLC**

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

Name:

Title:

**ACKNOWLEDGMENTS**

STATE OF New Jersey )  
 ) ss.  
COUNTY OF Somerset )

I CERTIFY that on this 29<sup>th</sup> day of January, 2004, Garry K. McGade personally came before me and this person acknowledged under oath, to my satisfaction that:

- a) this person signed, sealed and delivered the attached Patent Assignment as an Attorney-in-Fact of Avaya Technology Corp. and had the authority to do so; and
- b) this Patent Assignment was signed and made by Avaya Technology Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Christine Tettamer

Name:  
Notary Public  
My Commission Expires:

**Christine Tettamer**  
**Notary Public of New Jersey**  
**My Commission Expires January 17, 2006**

[Notarial Seal]

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction that:

- a) this person signed, sealed and delivered the attached Patent Assignment as the \_\_\_\_\_ of CommScope, Inc. of North Carolina, which is the sole Member of CommScope Nevada LLC, which is the sole Member of CommScope Solutions Properties, LLC, and had the authority to do so; and
- b) this Patent Assignment was signed and made by CommScope Solutions Properties, LLC as its voluntary act and deed by virtue of authority arising from the approval thereof by its sole Member.

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:

[Notarial Seal]

C-839294v03\_12952.01097



# Transferred Patents and Applications (U.S.)

54	Figueiredo 3-3-3-4-2-12	5/17/95	7/1/97	5,643,014	Mounting of Protectors in Connector Blocks
55	Daoud 15	6/21/96	9/23/97	5,669,106	Hinge Mechanism
56	Duong 1-5	3/6/96	11/18/97	5,688,169	Electrical Equipment Cabinet Cooling
57	Bleich 13-15	10/13/95	11/18/97	5,689,090	Fire Resistant non-Halogen Riser Cable
58	Bainbridge 3-1-4-3-2	12/11/95	12/16/97	5,697,840	Electronics Cabinet with Vent
59	Pharney 3-8	9/6/96	12/23/97	5,700,167	Connector Cross-Talk Compensation
60	Conorich 5-8-1	6/21/96	2/10/98	5,716,237	Electrical Connector with Crosstalk Compensation
61	Figueiredo 5-6	7/3/95	2/17/98	5,718,593	Polarity Sensitive protector Device
62	Conorich 4-7	3/13/96	2/17/98	5,718,604	Patch Cord Connection System
63	Daoud 17	9/6/96	2/24/98	5,721,396	Building Cable Entrance Terminal
64	Bernstein 8-1	2/22/96	3/17/98	5,729,370	Method for Upgrading a Communications Network
65	Baker 3-3-3-5-6-2	3/12/96	3/31/98	5,733,140	Connecting Block and Patch Cord Combination
66	Daoud 9	9/14/95	4/14/98	5,740,004	Small Pair Connector Building Entrance Protector
67	Daoud 12	8/13/96	4/21/98	5,740,685	Security Mechanism for a Network Interface Unit
68	DeBalko 13	5/29/96	5/12/98	5,751,534	Coaxial Cable Surge Protector
69	Daoud 18	8/13/96	8/11/98	5,791,701	Security Latch Mechanism
70	Daoud 19	9/19/96	9/8/98	5,803,292	Uniform Building Entrance Protector Housing Construction with Expandable Splice Chamber
71	Curtis 1-1-4	5/17/95	9/8/98	5,805,404	Common Insulating Housing for Elements of Varying Terminals
72	Arnett 25	4/15/97	9/15/98	5,807,133	Insulation Displacement Connector
73	Baggett 3-3-10	5/17/95	10/6/98	5,816,854	Mounting Bracket for Connector Block
74	Daoud 5Re	7/19/96	10/20/98	RE35929	Multilayered Type Network Interface Unit
75	Mistry 2-1	8/6/97	11/10/98	5,832,988	Heat Enclosure for Outdoor Equipment Enclosures
76	Alden 8-16-1	9/13/96	11/24/98	D401568	Cover for an Electronic and/or Optical Equipment Enclosure
77	Daoud 11-8	7/31/96	12/1/98	5,844,785	Protector Device with Isolated Ground Connector
78	Savicki 12	8/1/97	1/19/99	5,861,783	Crosstalk Reduction In Parasitically Coupled Circuits With An RC Network Connecting Circuit Grounds
79	Daoud 23	8/29/97	2/9/99	5,868,362	Latching mechanism for back-to-back mounting
80	Aponte 2-4-1-14	10/10/97	3/16/99	5,882,217	Coaxial Jack with An Internal Switch Mechanism
81	Davis 3-4-9	3/11/97	3/23/99	5,885,110	Snap Together Spring Block and Method
82	Daoud 13	9/9/96	3/23/99	5,886,298	Apparatus for Mounting Cables
83	Clark 3	1/26/98	3/30/99	5,887,333	Insulation Displacement Contact Wire Insertion Tool
84	Arnett 26	5/30/97	4/27/99	5,897,395	Multi-Position Jack Frame