# OP \$360.00 47649

### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Avaya Technology Corporation	01/29/2004

### **RECEIVING PARTY DATA**

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

### PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	4764950
Patent Number:	4820192
Patent Number:	4865564
Patent Number:	4901189
Patent Number:	4910359
Patent Number:	4913659
Patent Number:	D306999
Patent Number:	4941729
Patent Number:	4950176

### **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

PATENT REEL: 019984 FRAME: 0010

500379128

Address Line 4: Hickory, NORT	TH CAROLINA 28602
NAME OF SUBMITTER:	Laura Thomas
Total Attachments: 7 source=AVAYA001#page1.tif source=AVAYA001#page2.tif source=AVAYA001#page3.tif source=AVAYA001#page4.tif source=AVAYA001#page5.tif source=AVAYA001#page6.tif	

### 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.

C-839294v03\_ 12952.01097

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]

C-839294v03\_ 12952.01097

**PATENT** 

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.

Name: Title:

COMMSCOPE SOLUTIONS PROPERTIES, LLC

Fruk B. Wyatt, II

Name: Frank B. Wyatt, II

Title: Manager

C-839294v03\_12952.01097

**PATENT** 

# **ACKNOWLEDGMENTS**

STA	ATE OF)				
CO	) ss. OUNTY OF)				
pers	I CERTIFY that on thissonally came before me and this person ac	day of knowledg	ed under oath,	, 2004, to my satisfact	ion that:
a)	this person signed, sealed and to do so; and	delivered of Avaya	the attached Technology (	l Patent Ass Corp. and had t	ignment as he authority
b)	this Patent Assignment was signed and act and deed by virtue of authority from	d made by m its Boar	Avaya Technod of Directors.	ology Corp. as i	ts voluntary
	ne: ary Public Commission Expires:				
[Not	tarial Seal]				
STA	TE OF DORTH CAROLINA  INTY OF BURKE  ) ss.				
perso	I CERTIFY that on this 2974 donally came before me and this person ack	lay of 1/2 cnowledge	hwu asey d under oath, t	, 2004, £2.	9NK B. WYATT, I
a)	this person signed, sealed and deli MANAGE of CommScope Solutions and	vered the Properties	attached Pas, LLC, and h	tent Assignment ad the authority	nt as the to do so;
b)	this Patent Assignment was signed and as its voluntary act and deed by virtue o sole Member.	made by	CommScope (	Solutions Prope he approval the	rties, LLC reof by its
Ya	tricia R Strickland				
	e: PATRICIA R. STRICKLAND				
	ry Public Commission Expires: 11-14-06				
چين مارچي	NA R. STON				
Mota 2	MOTAN EV				
	UBLIC )				
ंक्ष्रकेश <i>C</i> (	04v03_12952/01097/				

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.

Name: Garry K. Mc Guire
Title: Attomy-in-Fact

COMMSCOPE SOLUTIONS PROPERTIES, LLC

By:

Name:

Title:

C-839294v03\_12952.01097

**PATENT** 

REEL: 019984 FRAME: 0016

# **ACKNOWLEDGMENTS**

STATE OF <u>New Jersey</u> )  COUNTY OF <u>Screened</u> )  ss.	
COUNTY OF Soverset ) ss.	
I CERTIFY that on this 20 personally came before me and this pe	day of Jornay, 2004, Garry k-McGed erson acknowledged under oath, to my satisfaction that:
a) this person signed, sealed on Attorney-in-Fact to do so; and	and delivered the attached Patent Assignment as of Avaya Technology Corp. and had the authority
	gned and made by Avaya Technology Corp. as its voluntary ority from its Board of Directors.
Central	
Name:	Chatter on the
Notary Public	Christine Texterner Notary Public of New Jersey
My Commission Expires:	My Commission Expires January 17, 2006
[Notarial Seal]	
OTT A TITE YOU	
STATE OF)	
COUNTY OF)	
I CERTIFY that on this personally came before me and this pe	day of, 2004, rson acknowledged under oath, to my satisfaction that:
of CommScope,	and delivered the attached Patent Assignment as the Inc. of North Carolina, which is the sole Member of which is the sole Member of CommScope Solutions thority to do so; and
b) this Patent Assignment was sig as its voluntary act and deed by sole Member.	med and made by CommScope Solutions Properties, LLC virtue of authority arising from the approval thereof by its
Name:	
Notary Public	
My Commission Expires:	
[Notarial Seal]	
C-839294v03_12952.01097	

# Transferred Patents and Applications (U.S.)

	the formation and the second of the second o	and the second second	25	The second second	等一个一种的一种,一个一种,是一个一个一种的一种,是一种的一种,是一种的一种,也是一种的一种,也是一种的一种,也是一种的一种,也是一种的一种,也是一种的一种,也是一种的一种,也是一种的一种,也是一种
	(1) (1) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4				
					Methods of and apparatus for making retractile cords
	1 Loesch 5	2/15/83	11/5/85	4,551,185	[Expired]
	2 Wiechard 9	9/28/84	11/4/86	4 620 958	Methods of and apparatus for molding articles through a palanced removable runner exctem
	3 Bohannon 25-6-4		11/11/86	4,622,092	Apparatus for making a bonded sheath cable
7	4 Loesch 6	7/10/85	11/18/86	4,623,129	Apparatus for making retractile cords
4)	5 Snyder 3	11/1/85	3/17/87	4.649.670	Methods of end finishing a lightquide fiber termination
9	6 Denkmann 1-2-7	9/16/85	3/17/87	4.650.269	Modular Plua Connection
-	7 O'Connor 6	9/15/86	8/25/87	4.688.875	Spring Contact Structure
ω	8 Beggs 1-2-11	7/31/85	9/29/87	4,697,051	Data transmission system
ارد	9 Goodrich 4-2	5/15/86	10/13/87	4,699,443	Modular Telephone Jack
7	10 Faust 4	6/18/86	11/3/87	4.704.499	Locking Mechanism for Aerial Cable Closure and Terminals
11	11 Choi 9-10-29	11/7/86	11/10/87	4.705.823	Extrudable Blend
12	12 Heisinger 4	4/15/87	12/1/87	4,710,846	Modular protector for telecommunications equipment
5	13 Snyder 4	10/31/86	12/8/87	4.711.053	Apparatus for end finishing a lightenide fiber termination
14	14 Hawkins 1-3-5	6/3/87	4/5/88	4,736,071	Encapsulation system with pressurization means
#	Moser 4	9/25/86	4/26/88	4,740,261	Extrusion methods and apparatus
16	16 Beggs 3-4-3-13-9	9/24/86	7/5/88	4,755,629	Local area network cable
17	17 Cogelia 9-3-8-3	4/28/87	8/2/88	4,761,053	Communications transmission media
3	18 Dickey 10-2	11/4/87	8/16/88	4,764,950	Snap-on network interface unit
	19 Boehike 1-1	1/21/87	4/4/80	7 8 1 8 3 4 4	Methods of an apparatus for heating a moving metallic
20	20 Dixit 1-1	8/19/87	4/4/89	4.818.824	Closure for aerial telephone cable solices
21	21 Denkmann 2-3-4-	6/10/88	4/11/89	4,820,192	Connecting Block Construction
22	22 Denkmann 3-4-5-	1/17/89	9/12/89	4,865,564	Wall-Mounted Connecting Block
23	Merriman 1-3	6/24/88	2/13/90	4,901,189	Terminal block and methods of making
~	24 Doughorty 14 2	40/04/00	00,00,0	0.70	Universal cordage for transmitting communications
25	Dovle 1	6/20/80	3/20/90	4,910,359	signal Broth Community
56	26 Moore 1-1-2	2/24/87	4/3/90	D306999	Marked retractile telephone and
			200	20000	Building cables which include non-hologopata at all
27	27 Hardin 5-2	1/27/89	7/17/90	4,941,729	materials
28	28 Cocco 11-4-1	11/18/88	8/21/90	4,950,176	Modular plug for terminating cordage

List B

RECORDED: 10/18/2007