

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

500379128

REEL: 019984 FRAME: 0010

OP \$360.00 4764950

Address Line 4: Hickory, NORTH CAROLINA 28602

NAME OF SUBMITTER:

Laura Thomas

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.

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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:

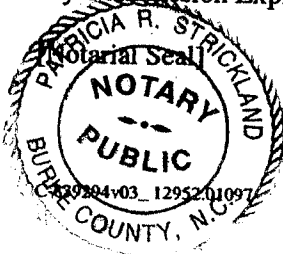
[Notarial Seal]

STATE OF NORTH CAROLINA
COUNTY OF BURKE) ss.

I CERTIFY that on this 29TH 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:

C-839294v03_12952.01097

ACKNOWLEDGMENTS

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

I CERTIFY that on this 29th 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 Tottemer

Name:
Notary Public
My Commission Expires:

Christine Tottemer
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

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