

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: 1	
Property Type	Number
Patent Number:	5817981
CORRESPONDENCE DATA	
Fax Number:	(828)431-2520
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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
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 source=AVAYA001#page7.tif	

OP \$40.00 5817981

PATENT

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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:

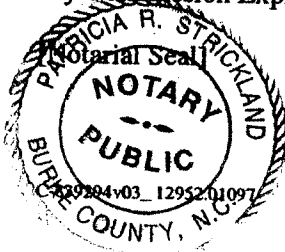
[Notarial Seal]

STATE OF NORTH CAROLINA
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:

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 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	DeBalko 4-1-3	2/28/92	5/4/93	5,207,583	Network Interface Unit
55	Alden 2-4-1	9/27/90	8/17/93	D338469	Cabinet for Housing Electronic Components
56	Golden 1-1	12/27/91	8/24/93	5,239,128	Field Encapsulatable Splice Cabinet
57	Daoud 3	8/26/92	8/31/93	5,240,432	Insulation Displacement Connectors
58	Golden 2-1-2-1-1	3/27/92	9/14/93	5,245,131	Cabinets Having Improved Cable Entrance Seal
59	Chan 2-5-15-3-6	5/29/92	12/14/93	5,270,486	Metallic transmission medium disposed in stabilized plastic insulation
60	Mottine 24-11	8/29/91	7/5/94	5,326,638	Transmission media covered with lead-free stabilized polyvinyl chloride sheath with sacrificial component
61	Palaszewski 3	3/2/94	11/21/95	5,469,328	Electronic cabinet with reduced absorption of solar radiation
62	Batroney 1-1-2	12/28/93	12/19/95	5,476,316	Electronic Equipment Cabinet with Improved Door
63	Arnett 11-7	10/11/94	1/16/96	D366205	Face Plate Including ICON Display Unit(s)
64	Stoller 2	11/2/94	5/7/96	5,515,235	Electrical Equipment Enclosure including transfer switch and load circuit breaker assembly
65	DeBalko 8	12/27/94	6/4/96	5,524,043	Remotely Connectable Maintenance Termination Unit
66	Bass 3	12/9/94	6/25/96	5,529,186	Boxed Pay-Out Reel for Optic Fiber Cable or Wire or the Like, with Smooth Pay-Out, High-Impact and Cable End Holding Features
67	Josoff 2	6/29/95	1/21/97	5,595,354	Apparatus for storing a variable quantity of moving strand material
68	DeBalko 11	9/18/95	3/25/97	5,614,939	Coaxial Cable Service Interrupter
69	Gilbert 2-5-3	10/20/94	6/3/97	5,636,138	Jumper cable Selection and Routing System
70	Arnett 20	9/28/95	6/10/97	D379797	Protective Hood for Wallplate (Design)
71	Josoff 3	6/29/95	7/15/97	5,647,195	Method for twisting a pair of moving strands
72	Chapman 5-3-2-3	5/31/95	7/22/97	5,649,357	Method and Apparatus for Attaching Connectors
73	Arnett 16	9/26/95	9/9/97	5,664,955	Protective Hood
74	Arnett 10-6	10/11/94	1/27/98	D389726	Display Unit for an ICON Symbol for Use with a Telephone Modular Connector
75	DeBalko 12	12/26/95	2/17/98	5,719,917	Circuit for Activating Back-up Lines
76	DeBalko 10	3/30/95	2/24/98	5,721,773	Lightning Protected Maintenance termination Unit
77	Zerbs 10	7/31/95	4/14/98	5,739,473	Fire resistant cable for use in local area network
78	Arnett 22-6	5/16/96	5/26/98	D394674	Information Display Apparatus
79	Arroyo 45	9/5/95	10/6/98	5,817,981	Coaxial Cable
80	Bleich 14-1-17-2	2/27/96	4/27/99	5,898,133	Coaxial Cable for Plenum Applications