

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Avaya Technology Corporation	01/29/2004
<b>RECEIVING PARTY DATA</b>	
<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
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6315599
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(828)431-2520
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	800-982-1708
<b>Email:</b>	lthomas@commscope.com
<b>Correspondent Name:</b>	Laura Thomas
<b>Address Line 1:</b>	1100 CommScope Place, SE
<b>Address Line 4:</b>	Hickory, NORTH CAROLINA 28602
<b>NAME OF SUBMITTER:</b>	Laura Thomas
<b>Total Attachments: 7</b> 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	

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**PATENT**

## 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:

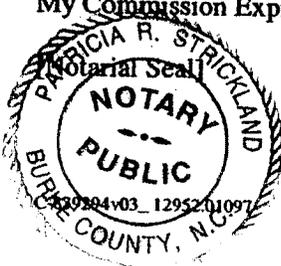
[Notarial Seal]

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 Tattomer

Name:  
Notary Public  
My Commission Expires:

**Christine Tattomer**  
**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]

## Transferred Patents and Applications (U.S.)

178	Daoud 183-15-2	6/22/99	7/10/01	6,259,590	Grounding Device For Preventing Lorentz Force In Voltage Surge Protection
179	Daoud 275-25-2	1/5/00	7/10/01	6,259,852	Fiber Optic Pedestal
180	Daoud 88	6/30/98	7/17/01	6,261,118	Insulation Displacement Connector Terminal For A Network Interface Device
181	Daoud 222	8/10/99	7/17/01	6,263,145	Densely Packed Cable Port Layout
182	Daoud 198	7/30/99	7/24/01	6,263,543	Self-Latching Hinge
183	Daoud 258	12/6/99	7/31/01	6,268,565	Cable Seal For Submerged Enclosures
184	Daoud 262	2/29/00	8/14/01	6,273,763	Connector Assembly and Disassembly Device
185	Daoud 231	10/28/99	8/21/01	6,278,061	Concentric Retainer Mechanism For Variable Diameter Cables
186	Daoud 169	12/21/98	8/28/01	6,280,236	Testing System With Bridge Clip, And Connector Having A Positive Stop
187	Daoud 74	7/17/98	8/28/01	6,282,285	Optimized Multilayer Wiring Housing
188	Daoud 175	12/21/98	9/4/01	6,283,785	Connector Top Cap
189	Daoud 256	2/9/00	9/4/01	6,284,973	Strain Relief
190	Daoud 31-14	9/30/97	9/4/01	6,285,194	Customer Bridge With Built-In Test Access
191	Daoud 168	12/21/98	9/25/01	6,293,815	Connector Having Self-Sealing Membrane
192	Daoud 264	2/29/00	9/25/01	6,294,734	Cable Sealing Device For Consecutive Cable Ports
193	Daoud 265	2/29/00	10/2/01	6,296,515	Connector Having A Latching Mechanism
194	Daoud 174	9/17/99	10/9/01	6,299,474	Front Access Connector For Multiple Wire Gauge And Wire Wrap Connections
195	Cowan 9-5-22-30	10/14/99	10/9/01	6,299,526	Temperature System For Enclosure
196	Daoud 220	7/29/99	10/9/01	6,300,562	Self-Sealing Telecommunications Enclosure
197	Daoud 150	12/21/98	10/16/01	6,302,725	Self-Latching Terminal Strip
198	Daoud 142	12/21/98	10/30/01	6,309,240	Terminal Strip For Maintaining Tip/Ring Orientation Standards
199	Lin 11	10/1/99	11/6/01	6,311,392	Telecommunication Cordage Fixture And Insertion Tool
200	Daoud 81	6/23/98	11/13/01	6,315,599	Strain relief mechanism for insulation displacement connector
201	Daoud 266	2/29/00	11/20/01	6,319,018	Circuit Board Electrical and Physical Connection System and Method
202	Daoud 186	6/9/99	11/20/01	6,319,024	Strain Relief Mechanism For A Plug-In Protector Panel