Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Patent Security Agreement Supplement

CONVEYING PARTY DATA

Name	Execution Date
CommScope, Inc. of North Carolina	04/25/2008
Andrew Corporation	04/25/2008

RECEIVING PARTY DATA

Name:	Bank of America, N.A.	
Street Address:	2001 Clayton Road	
Internal Address:	Building B	
City:	Concord	
State/Country:	ntry: CALIFORNIA	
Postal Code: 94520		

PROPERTY NUMBERS Total: 44

Property Type	Number
Application Number:	11943244
Application Number:	11948440
Application Number:	11965697
Application Number:	11968360
Application Number:	11970076
Application Number:	11970083
Application Number:	12016338
Application Number:	12022702
Application Number:	12036764
Application Number:	12039577
Application Number:	12039623
Application Number:	12056882
Application Number:	12056989
	DATENT

PATENT "
REEL: 020884 FRAME: 0365

500528358

Application Number:	61005280
Application Number:	61016078
Application Number:	61024995
Application Number:	61029172
Application Number:	61035907
Application Number:	61037900
Application Number:	61037904
Application Number:	12044233
Application Number:	29305934
Application Number:	12021895
Application Number:	11999679
Application Number:	11735558
Application Number:	11969156
Application Number:	12068213
Application Number:	12014018
Application Number:	12019509
Application Number:	12023841
Application Number:	12026480
Application Number:	12019575
Application Number:	12026333
Application Number:	12026372
Application Number:	12026364
Application Number:	12026352
Application Number:	61022808
Application Number:	12023904
Application Number:	61017647
Application Number:	12020147
Application Number:	60996412
Application Number:	11969143
Application Number:	12046814
Application Number:	61040906

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

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Correspondent Name: Corporation Service Company Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 547818

NAME OF SUBMITTER: Matthew Mayer

Total Attachments: 7

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source=CommScope_BankofAmer_Pat46#page9.tif

Patent Security Agreement Supplement

Patent Security Agreement Supplement, dated as of April 25, 2008, by COMMSCOPE, INC. OF NORTH CAROLINA and ANDREW CORPORATION (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of Bank of America N.A., in its capacity as administrative agent pursuant to the Credit Agreement identified below (in such capacity, the "Administrative Agent")...

WITNESSETH:

WHEREAS, reference is made to the Credit Agreement, dated as of December 27, 2007, among CommScope, Inc., the lenders from time to time party thereto and the Administrative Agent.

WHEREAS, the Pledgors are party to a Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and to a Patent Security Agreement (the "Patent Security Agreement") both dated as of December 27, 2007 in favor of the Administrative Agent.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors agree as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. <u>Grant of Security Interest in Patent Collateral</u>. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patent applications of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and to the Patent Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement and in the Patent Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement Supplement is deemed to conflict with the Security

Agreement or the Patent Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the payment in full of the Secured Obligations (other than indemnities and other inchoate obligations not then due and payable) and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement Supplement.

SECTION 5. <u>Counterparts</u>. This Patent Security Agreement Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement Supplement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COMMSCOPE, INC. OF NORTH CAROLINA

By:

Name: Barry D. Graham Title: VP and Treasurer

ANDREW CORPORATION

By:

Name: Barry D. Graham

Title: Treasurer

PATENT

REEL: 020884 FRAME: 0370

Accepted and Agreed:

Bank of America, N.A., as Administrative Agent

By:

Name: Joan Mok Title: Vice President

SCHEDULE I

to

PATENT SECURITY AGREEMENT SUPPLEMENT PATENT APPLICATIONS

Patent Applications:

*			pediation in the second
1			Addressable Tap Units for Cable Television
			Networks and Related Methods of Remotely
	CommScope, Inc. of North		Controlling Bandwidth Allocation in such
4	Carolina	11/943244*	Networks
1.	CommScope, Inc. of North	111010211	Armored Cable and Methods and Apparatus
2.	Carolina	11/948440*	for Forming the Same
	CommScope, Inc. of North		
3.	Carolina	11/965697	Plugless Normally Open Connector Module
<u> </u>	CommScope, Inc. of North		
4.	Carolina	11/968360	Intelligent MPO-to-MPO Patch Panel
			Methods, Systems and Computer Program
	CommScope, Inc. of North	i	Products for Provisioning VLAN Services in a
5.	Carolina	11/970076	Network
			Methods, Systems and Computer Program
			Products for Using Time Domain Reflectometry Signatures to Monitor Network
•	CommScope, Inc. of North		Communications Lines
6.	Carolina	11/970083	Communications Lines Communications Jacks with Selectively
Γ.	CommScope, Inc. of North	40/040330	Engageable Contact Support Structures
7.	Carolina	12/016338	Coaxial Cable Having Wide Continuous
١	CommScope, Inc. of North	40/022702	Usable Bandwidth
8.	Carolina	12/022702	Multiport LC Adaptor Consisting of Solid
\ _	CommScope, Inc. of North	12/036764	Sleeve Retention Features
9.	Carolina	12/030704	Sieeve (Cicinal) i Sataro
140	CommScope, Inc. of North	12/039577	Tamper Resistant Faceplate System
10.	Carolina CommScope, Inc. of North	12/000017	Splice Revolver, Splice Module and Method of
11.	Carolina	12/039623	Organizing Fiber Strands in the Splice Module
11.	CommScope, Inc. of North	12/00000	Telecommunications Cabinet Direct Air
12.	Carolina	12/056882	Cooling System
12.	CommScope, Inc. of North		Compact Fiber Panel with Sliding Tray Having
13.	Carolina	12/056989	Removable Hood
10.			Apparatus, Systems and Methods of
	CommScope, Inc. of North		Demonstrating Cabling Performance in Real
14.	Carolina	61/005280	Time
	CommScope, Inc. of North		Reusable Coaxial Connectors and Related
15.	Carolina	61/016078	Methods
	CommScope, Inc. of North		Cable Management System for Moveable
16.	Carolina	61/024995	Communication Panels
	CommScope, Inc. of North		0.00
17.	Carolina	61/029172	Grounding Clip
	CommScope, Inc. of North		Methods and Apparatus for Forming and
18.	Carolina	61/035907	Using the Same

			Finned Jacket with Core Wrap for Use in LAN
	CommScope, Inc. of North	61/037900	Cables
19.	Carolina	61/03/900	Cables
	CommScope, Inc. of North	61/037904	Twisted Pair Cable Designs
20.	Carolina	01/03/304	Methods, Systems and Computer Program
i	l o o lui at Namb	Augiting	Products for Operating a Communications
	CommScope, Inc. of North	Awaiting Information	Network with Enhanced Security
21.	Carolina	monnauon	Patch Panels with Communications
	a contract to the second		Connectors that are Rotatable about a
	CommScope, Inc. of North	12/044233	Vertical Axis
22.	Carolina	12/044233	Vertical / Kilo
	CommScope, Inc. of North	29/305934	Outdoor Cabinet
23.	Carolina	12/021895	Cellular Antenna
24.	Andrew Corporation	12/02/1095	Directed Dipole Antenna Having Improved
\		14/000670	Sector Power Ratio
25.	Andrew Corporation	11/999679	Passband Resonator Filter with Predistorted
		447705550	Quality Factor Q
26	Andrew Corporation	11/735558	Method and System for Providing Assistance
		Accepting	Data for A-PGS Location of Handsets in
1		Awaiting Information	Wireless Networks
27.	Andrew Corporation	Information	System and Method for Determining the
		11/969156	Geographic Location of a Device
28.	Andrew Corporation	11/909100	System and Method for Generating Non-
1		40/0000143	Uniform Grid Points from Calibration Data
29.	Andrew Corporation	12/068213	System and Method for Optimizing Location
		40/044048	Estimate of Mobile Unit
30.	Andrew Corporation	12/014018	System and Method for Generating a Location
			Estimate Using Uniform and Non-Uniform
]		12/019509	Grid Points
31.	Andrew Corporation	12/019509	System and Method for Generating a Location
1	1	12/023841	Estimate Using a Method of Intersections
32.	Andrew Corporation	12/02/04/1	System and Method for Generating a Location
ļ	1		Estimate Using Uniform and Non-Uniform
		12/026480	Grid Points
33.	Andrew Corporation	12/020400	System and Method for Predicting Location
١		12/019,575	Accuracy of a Mobile Unit
34.	Andrew Corporation	12/019,373	Method To Modify Calibration Data Used to
	A 1 . O	12/026,333	Locate A Mobile Unit
35.	Andrew Corporation	12/020,333	System and Method to Collect and Modify
		12/026,372	Calibration Data
36.	Andrew Corporation	12/020,572	System and Method to Obtain Calibration
	A Louis Composition	12/026,364	Data Using Estimation Techniques
37.	Andrew Corporation	12/020,304	System and Method to Modify Wireless
	A	12/026,352	Network Calibration Data
38.	Andrew Corporation	12/020,332	Locking Threaded Connection Coaxial
1	Andrew Companies	61/022,808	Connector
39.	Andrew Corporation	12/023,904	Low Bypass Fine Arrestors
40.	Andrew Corporation	61/017,647	PCB Mounted Dual Directional Coupler
41.	Andrew Corporation	01/017,047	Phase Shifter and Antenna Including Phase
ļ _		40/000 447	Shifter
42.	Andrew Corporation	12/020,147	Locating UMTS UE Using Measurement
		00/000 440	
43.		60/996,412	Reports Calibration of a Navigation System
44.	Andrew Corporation	11/969,143	Calibration of a Navigation System Cable and Connector Assembly Apparatus
		40/040 044	
45.	Andrew Corporation	12/046,814	and Method of Ose

46.	Andrew Corporation	61/040906	RF Diagnostic Unit

RECORDED: 05/01/2008