

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Redwood Systems, Inc.	08/30/2013
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as collateral agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 32	
Property Type	Number
Application Number:	12389868
Application Number:	12536231
Application Number:	12465800
Application Number:	12815886
Application Number:	12753376
Application Number:	61428453
Application Number:	61330536
Application Number:	12790038
Application Number:	12884980
Application Number:	12913171
Application Number:	61376058
Application Number:	12973425
Application Number:	12981039
Application Number:	12538806
Application Number:	12708460

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Application Number:	12609695
Application Number:	12772887
Application Number:	13025389
Application Number:	13028900
Application Number:	13082957
Application Number:	13281768
Application Number:	13328286
Application Number:	13403544
Application Number:	13212659
Application Number:	13328313
Application Number:	13629111
Application Number:	13423828
Application Number:	13409778
Application Number:	13442354
Application Number:	13568895
Application Number:	13769550
Application Number:	13859992

#### CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
Signature:	/MARINA KELLY THOMSON REUTERS/
Date:	09/06/2013

Total Attachments: 11

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**PATENT**  
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RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Redwood Systems, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 30, 2013

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as collateral agent

Internal Address: \_\_\_\_\_

Street Address: 270 Park Avenue

City: New York

State: NY

Country: USA Zip: 10017

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule A

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 32

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Elaine Carrera

Signature

September 6, 2013

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Patent Security Agreement**”) dated August 30, 2013, is made by the Person listed on the signature page hereof (the “**Pledgor**”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the ABL Credit Agreement referred to below).

WHEREAS, that certain Revolving Credit and Guaranty Agreement, dated as of January 14, 2011 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “**ABL Credit Agreement**”), was entered into by and among Cedar I Merger Sub, Inc. (“**MergerSub**”), CommScope, Inc., a Delaware corporation (the “**Parent Borrower**”), the certain Subsidiaries of Parent Borrower identified therein as US Co-Borrowers (the “**US Co-Borrowers**” and, together with Parent Borrower, the “**US Borrowers**”), the certain Subsidiaries of Parent Borrower identified therein as the US Subsidiary Guarantors (the “**US Subsidiary Guarantors**”), CommScope EMEA Limited, a private limited company incorporated under the laws of Ireland (the “**Irish Borrower**”), Andrew AG, an *Aktiengesellschaft* organized under the laws of Switzerland (the “**Swiss Borrower**”), Andrew Wireless Systems GmbH and Andrew GmbH, each a *Gesellschaft mit beschränkter Haftung* organized under the laws of Germany (each, a “**German Borrower**” and collectively, the “**German Borrowers**”), Andrew S.A.R.L., a *société à responsabilité limitée* organized under the laws of France and registered with the Versailles’ commercial registry under number 309 458 941 (the “**French Borrower**” and, together with the Irish Borrower, the Swiss Borrowers and the German Borrowers, collectively, the “**European Co-Borrowers**”), CommScope Holding Company, Inc. (formerly known as Cedar I Holding Company, Inc.) (“**Holdings**”), as a Guarantor, certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as US Administrative Agent (together with its permitted successors in such capacity, the “**US Administrative Agent**”) and J.P. Morgan Europe Limited, as European Administrative Agent (together with its permitted successors in such capacity, the “**European Administrative Agent**”). Terms defined in the ABL Credit Agreement and not otherwise defined herein are used herein as defined in the ABL Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders and the issuance of Letters of Credit by Issuing Banks under the ABL Credit Agreement, the Pledgor has executed and delivered that certain Security Agreement dated January 14, 2011 made by the Pledgor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Pledgor, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

I. Grant of Security. The Pledgor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Pledgor's right, title and interest in and to the following (the "***Collateral***");

- i. the patents and patent applications set forth in Schedule A hereto (the "***Patents***");
- ii. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;
- iii. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- iv. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (iv), the security interest created hereby shall not extend to, and the term "***Collateral***," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than the Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

II. Security for Obligations. The grant of a security interest in, the Collateral by the Pledgor under this Patent Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

III. Recordation. The Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

IV. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

V. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

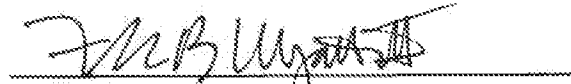
VI. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

Very truly yours,

REDWOOD SYSTEMS, INC.

By: \_\_\_\_\_



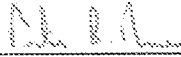
Name: Frank B. Wyatt, II

Title: Senior Vice President and Secretary

*[ABL Patent Security Agreement]*

**PATENT**  
**REEL: 031188 FRAME: 0243**

J.P. MORGAN CHASE BANK, N.A., as Collateral  
Agent

By: 

Name: Peter B. Thauer  
Title: Managing Director

*[ABL Patent Security Agreement]*

**PATENT**  
**REEL: 031188 FRAME: 0244**

**SCHEDULE A****PATENTS:**

<b>Docket No</b>	<b>Appl No</b>	<b>Filed</b>	<b>Title</b>	<b>Type</b>	<b>Coun-try</b>	<b>Priority</b>	<b>Status</b>
13912-003	12/389,868	2/20/2009	Transmission of Power and Data with Frequency Modulation	US Util	US	N/A	Patent No. 8,427,300 issued 4/23/2013
13912-004	12/536,231	8/5/2009	Digital Switch Communication	US Util	US	13912-003	Patent No. 8,207,635
13912-005	12/465,800	5/14/2009	Discharge Cycle Communication	US Util	US	N/A	Patent No. 8,058,750
13912-008	12/815,886	6/15/2010	Goal-Based Control of Lighting	US Util	US	N/A	Filed reply to office action 1/23/2013; IDS may be needed
13912-009	12/753,376	4/2/2010	Hybrid Fluorescent Light Controller	US Util	US	N/A	Reply to office action filed 6/30/2013; IDS may be needed
13912-010	61/428,453	12/30/2010	Integration of Display Device and Lighting System	Prov	US	N/A	Filed Utility application as 13912-033 and in EP as 13912-034; Pending
13912-011	61/330,536	5/3/2010	Smart Power Device	Prov	US	N/A	Filed Utility application as 13912-012, CN as 13912-37, and EP as 13912-040
13912-012	12/790,038	5/28/2010	Smart Power Device	C-I-P	US	13912-011, 13912-003, 13012-004, 13912-009	Patent No. 8,248,230 (maint due 2/21/2016)

13912-013	12/884,980	9/17/2010	Color and Position Auto-Commissioning	US Util	US	N/A	Patent 8,415,900 issued 4/9/2013
13912-014	12/913,171	10/27/2010	Distributed Power Point Control	US Util	US	N/A	Final OA dated 3/27/2013; Reply due with 1 mo ext of time 7/27/2013
13912-018	61/376,058	8/23/2010	Led Track Lighting with Flexible Circuit	Prov	US	N/A	No Foreign filing; filed utility application as 13912-45
13912-021	12/973,425	12/20/2010	Light Timeout Optimization	US Util	US	N/A	Notice of Allowance dated 6/14/2013; DUE 9/16/2013; Filed in EP as 13912-46 and in CN as 13912-47; Pending
13912-024	12/981,039	12/29/2010	Real-Time Power Point Calibration	US Util	US	13912-014	No Foreign Filing; pending
13912-026	12/538,806	8/10/2009	Lighting Systems and Methods of Auto Commissioning	US Util	US	N/A	Patent No. 8,159,156 issued 4/17/2012
13912-027	12/708,460	2/18/2010	Methods of Commissioning Lighting Systems	US Util	US	N/A	Office Action issued - instr. to let lapse in favor of 13912-31
13912-028	11001319	2/17/2011	Commissioning Lighting Systems	EP	Europe	13912-027 and 13912-031	Search Report issued; Reply to EESR filed 2/21/2012
13912-029	12/609,695	10/30/2009	Systems and Methods for Embedding Interrupts Into A Serial Data Stream	US Util	US	N/A	Expressly Abandoned Application in favor of 13912-35
13912-030	12/772,887	5/3/2010	Radio Frequency Identification of Lighting Fixtures	US Util	US	N/A	Patent No. 8,381,981 Issued on 2/26/2013

13912-031	13/025,389	2/11/2011	Commissioning Lighting Systems	C-I-P	US	13912-027	Non-Final OA dated 1/28/2013; Due 7/29/2013 with 3 mo ext of time
13912-033	13/028,900	2/16/2011	Integration of Computing Device and Lighting System	C-I-P	US	13912-010 13912-027 13912-031	Filed office action response 3/6/2013
13912-034	11001365.3	2/18/2011	Integration of Computing Device and Lighting System	EP	Europe	13912-010 13912-027 13912-031 13912-033	Filed reply to EESR on 2/28/2012
13912-035	13/082,957	4/8/2011	Systems and Methods for Embedding Interrupts Into A Serial Data Stream	C-I-P	US	13912-029	Patent No. 8,230,148
13912-037	201110115491.0	4/29/2011	Smart Power Device	Chinese	China	13912-011 13912-012	Pending
13912-038	11004454.2	5/31/2011	Goal-Based Control of Lighting	EP	Europe	13912-008	filed reply to examination resport filed 12/10/12; Divisional Application deadline is 6/15/2014
13912-039	201110166268.9	6/14/2011	Goal-Based Control of Lighting	Chinese	China	13912-008	Pending
13912-040	11003568.0	5/2/2011	Smart Power Device	EP	Europe	13912-011 13912-012	Pending
13912-041	13/281,768	10/26/2011	Rotating Sensor to Detect Occupancy	N/A	US	N/A	Pending
13912-043	13/328,286	12/16/2011	Selective Light Sensor and Auto-Commissioning	US Util	US	N/A	Pending
13912-044	13/403,544	2/23/2012	Directional Sensors for Auto-commissioning Lighting Systems	US Util	US	N/A	Pending

13912-045	13/212,659	8/18/2011	Led Track Lighting with Flexible Circuit	US Util	US	13912-018	Pending
13912-046	EP 11009394.5	11/28/2011	Light Timeout Optimization	EP	Europe	13912-021	filed reply to EESR 12/12/2012
13912-047	201110421621.3	12/13/2011	Light Timeout Optimization	CN	China	13912-021	Voluntary amendments deadline 9/24/2013
13912-051	13/328,313	12/16/2011	Selective Light Sensor and Daylight Management	US Util	US	N/A	Pending; IDS may be needed
13912-054	13/629,111	9/27/2012	Motion Detection Auto-Tuning	US Util	US	N/A	Pending; Foreign filing instructions due (final deadline is 9/27/2013)
13912-068	13/423,828	3/19/2012	Device Tracking with Lighting System	US Util	US	N/A	Pending; Filed (EP)13912-75 and (CN)13912-76
13912-069	13/409,778	3/1/2012	Orbing and Lighting Systems	Divisional	US	13912-26	Pending
13912-070	13/442,354	4/9/2012	Group Creation in Auto-Commissioning of Lighting Systems	Divisional	US	13912-26	Pending; IDS may be needed
13912-072	13/568,895	8/7/2012	Smart Power Device	CON	US	CON of 13912-12, CIP of 13912-3, 4, and 9	Patent 8,390,441 issued 3/5/2013
13912-075	EP 13 000 161.3	1/14/2013	Device Tracking with Lighting System	EP	Europe	13912-68	Pending
13912-076	201310078548.3	3/12/2013	Device Tracking with Lighting System	CN	China	13912-68	Pending; Request for Examination due 3/19/2015
13912-078	13/769,550	2/18/2013	Smart Power Device	CON	US	13912-72	Pending
13912-079	13/859,992	4/10/2013	Transmission of Power and Data at Multiple Power Levels	CON	US	13912-3	Pending

