## 504084713 11/07/2016

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4131381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ADC COMMUNICATIONS (SHANGHAI) CO. LTD.	02/26/2016

#### **RECEIVING PARTY DATA**

Name:	ADC TELECOMMUNICATIONS (SHANGHAI) DISTRIBUTION CO., LTD.
Street Address:	PART A 15, FLOOR B1, NO. 88
Internal Address:	TAIGU ROAD, WAI GAO QIAO FREE TRADE ZONE
City:	SHANGHAI
State/Country:	CHINA

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	14995374
Application Number:	13643697

#### **CORRESPONDENCE DATA**

**Fax Number:** (612)332-9081

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 6123325300

**Email:** astevens@merchantgould.com

Correspondent Name: ALPASLAN SAPMAZ

Address Line 1: MERCHANT & GOULD P.C.

Address Line 2: PO BOX 2903

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	02316.3130USC1
NAME OF SUBMITTER:	ALPASLAN SAPMAZ
SIGNATURE:	/Alpaslan Sapmaz/
DATE SIGNED:	11/07/2016

## **Total Attachments: 7**

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#### PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Assignment"), effective as of the earlier of February 26, 2016 or immediately before the liquidation of ADC Communications (Shanghai) Co., Ltd. (the "Effective Date"), is entered into by and between TE Connectivity Germany GmbH, shareholder of ADC Communications (Shanghai) Co., Ltd., a company incorporated under Chinese law having an address at No. 16, Lane 2679, Jinddu Road, Xinzhuang Industrial Zone, Shanghai B1/F, No. 88, Taigu Rd., China (Shanghai) Pilot Free Trade Zone, ("Assignor") and ADC Telecommunications (Shanghai) Distribution Co., Ltd., addressed at Part A 15, Floor B1, No. 88, Taigu Road, Wai Gao Qiao Free Trade Zone, Shanghai, China ("Assignee"). Capitalized terms used but not defined herein shall have the meaning set forth in the Purchase Agreement (defined below).

#### RECITALS

WHEREAS, TE Connectivity Ltd., a Swiss Corporation (the "Seller"), CommScope Holding Company, Inc., a Delaware corporation ("Holdings") and CommScope, Inc., a Delaware corporation (the "Purchaser") have entered into a Stock and Asset Purchase Agreement dated as of January 27, 2015 (the "Purchase Agreement");

WHEREAS, pursuant to Section 2.11(b) and (c) of the Purchase Agreement, the Seller and the Purchaser have agreed to enter into an agreement pursuant to which certain Patents owned by the Seller or other Asset Selling Entities are assigned to the Purchaser or its Permitted Designees;

WHEREAS, ADC Communications (Shanghai) Co. Ltd. owns the Patents set forth on Schedule 1 hereto ("Assigned Patents") and desires to assign, convey, transfer, deliver and vest all of its right, title and interests in and to the Assigned Patents for all jurisdictions throughout the world, including all countries and political entities, to and in Assignee;

WHEREAS, Assignor, on behalf of ADC Communications (Shanghai) Co. Ltd. as the shareholder of ADC Communications (Shanghai) Co. Ltd., desires to assign, convey, transfer, deliver and vest all of the right, title and interests of ADC Communications (Shanghai) Co. Ltd. in and to the Assigned Patents for all jurisdictions throughout the world, including all countries and political entities, to and in Assignee;

WHEREAS, Assignee desires to accept from Assignor the Assigned Patents.

**NOW, THEREFORE**, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Assignment</u>. Assignor, on behalf of ADC Communications (Shanghai) Co. Ltd., hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of ADC Communications (Shanghai) Co. Ltd.'s entire, worldwide (for all jurisdictions throughout the world, including all countries and political entities) right, title and

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interest in and to the Assigned Patents, together with all corresponding counterpart patents and patent applications thereof, and including all continuation, divisional, continuation-in-part, continued prosecution applications, and provisional applications, any patents or reissued or reexamined patents resulting from any of the foregoing in any jurisdiction and any extensions thereof, and the priority rights thereto for all jurisdictions, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ADC Communications (Shanghai) Co. Ltd. if this Assignment had not been made, together with all income, royalties or payments due, accrued, or payable as of the Effective Date or thereafter, including, without limitation, any and all claims or causes of action for profits and damages by reason of past, present or future infringement or other unauthorized use of any of the Assigned Patents, with the right to enforce and sue for, and recover or collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

- 2. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law principles of such state.
- 3. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts and delivered via facsimile, pdf, or other electronic means, each of which shall be deemed an original as against the party that signed it and all of which shall together constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.
- Assignor agrees that from time to time, at the 5. Further Assurances. reasonable request of Assignee and at Assignee's expense, Assignor shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate Assignor's assignment, transfer, and conveyance of the Assigned Patents of this Assignment and the transactions contemplated by this Assignment (including any documentation to perfect and record the rights granted hereunder in the Assigned Patents in any jurisdiction through the world). Assignor acknowledges and agrees that Assignee may perfect and record this Assignment or such other documentation in any jurisdiction throughout the world, and that Assignor shall cooperate therewith. Assignee hereby requests and the Assignor hereby grants to the Assignee and its legal representatives all rights necessary to record this Assignment or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world. Assignor does hereby make, constitute and appoint Assignee (and any officer or agent of Assignee as Assignee may select in its exclusive discretion) as Assignor and ADC Communications (Shanghai) Co. Ltd.'s true and lawful attorney-in-fact, with the power to endorse Assignor and ADC Communications (Shanghai) Co. Ltd.'s name on all applications, documents, papers and instruments solely as necessary to implement and effect fully the express

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intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the United States Patent and Trademark Office and other patent offices and intellectual property governmental offices in any jurisdiction throughout the world; provided, however, that Assignee shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that Assignor has failed to take such action at the request of Assignee and following ten (10) days prior written notice to Assignor of the exercise of such rights. This power of attorney shall be irrevocable.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

TE-CONNECTIVITY GERMANY GMBH

By:

lame: Del Scott

Title: () P

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### ASSIGNEE:

ADC TELECOMMUNICATIONS (SHANGHAI) DISTRIBUTION CO., LTD

By: Frank B. Wyatt, II

Title: Authorized Representative

[Company chop, if a CN entity]

# SCHEDULE 1

# ASSIGNED PATENTS

SEE ATTACHED.

PATENT ASSIGNMENT AGREEMENT

Case	Country	Application Title	AppOwnerName	Application#	Filing Date	Publication #	Publication Pat Date Pat	Patent # Issue
2316.2809	ns	CABLE MANAGEMENT PANEL	ADC Communications (Shanghai) Co., Ltd.	12/992,480	12-May-2009	20110317971	29-Dec-2011	
2316.2809	ΑU	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	2009245897	12-May-2009	WO 2009/138029	19-Nov-2009	
2316.2809	CN	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	200810128761	12-May-2008	CN 101583256A	18-Nov-2009	
2316.2809	CN	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	200980117172.4 12-May-2009	12-May-2009	CN102027650A	20-Apr-2011	
2316.2809	ЬН	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	1-2010-502501	12-May-2009	WO 2009/138029	19-Nov-2009	
2316.2809	SG	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	201007902-8	12-May-2009	WO 2009/138029	19-Nov-2009	
2316.2809	KR	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	2010-7025253	12-May-2009	WO 2009/138029	19-Nov-2009	
2316.2809	XW	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	MX/a/2010/0123 40	12-May-2009	WO 2009/138029	19-Nov-2009	
2316.2809	wo	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	PCT/CN2009/07 1753	12-May-2009	WO 2009/138029	19-Nov-2009	
2316.2809	BR	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	PI0912544-2	12-May-2009	WO 2009/138029	19-Nov-2009	
2316.2809	Q	Cable Management Panel	ADC Communications (Shanghai) Co., Ltd.	W-00201003900 12-May-2009	12-May-2009	WO 2009/138029	19-Nov-2009	
2316.3076	SN	FIBER OPTIC DISTRIBUTION TERMINAL AND METHOD OF DEPLOYING FIBER DISTRIBUTION CABLE	ADC Communications (Shanghai) Co., Ltd.	13/805,152	18-Dec-12	20130094828	18-Apr-2013	
2316.3076	NZ	MINI RAPID FDT	ADC Communications (Shanghai) Co., Ltd.	604588	18-Jun-2010	WO 2011/156969	22-Dec-2011	
2316.3076	EP	MINI RAPID FDT	ADC Communications (Shanghai) Co., Ltd.	10853079.1	18-Jun-2010	2583128	24-Apr-2013	
2316.3076	ΑU	MINI RAPID FDT	ADC Communications (Shanghai) Co., Ltd.	2010355632	18-Jun-2010	WO 2011/156969	22-Dec-2011	
2316.3076	RU	MINI RAPID FDT	ADC Communications (Shanghai) Co., Ltd.	2012102234	18-Jun-2010	WO 2011/156969	22-Dec-2011	
2316.3076	ΑU	FIBER OPTIC DISTRIBUTION TERMINAL AND METHOD OF DEPLOYING FIBER DISTRIBUTION CABLE	ADC Communications (Shanghai) Co., Ltd.	2014274625	12-Dec-2014			
2316.3076	WO	MINI RAPID FDT	ADC Communications (Shanghai) Co., Ltd.	PCT/CN2010/07 4062	18-Jun-2010	WO 2011/156969	22-Dec-2011	
2316.3130	ns	FIBER OPTIC MODULE AND CHASSIS	ADC Communications (Shanghai) Co., Ltd.	13/643,697	26-Oct-12	20130039623	14-Feb-2013	
2316.3130	립	FIBER OPTIC MODULE AND CHASSIS	ADC Communications (Shanghai) Co., Ltd.	10850476.2	27-Apr-2010	2564250	06-Mar-2013	
2316.3130	WO	FIBER OPTIC MODULE AND CHASSIS	ADC Communications (Shanghai) Co., Ltd.	PCT/CN2010/07 2247	27-Apr-2010	WO 2011/134143	03-Nov-2011	

**RECORDED: 11/07/2016**