#### 504659162 11/28/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4705884

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF PATENT SECURITY INTEREST (ABL) IN CERTAIN PATENTS PREVIOUSLY RECORDED AT REEL/FRAME (036715/0164)

## **CONVEYING PARTY DATA**

Name	Execution Date
JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT	11/27/2017

## **RECEIVING PARTY DATA**

Name:	COMMSCOPE DSL SYSTEMS LLC (F/K/A ADC DSL SYSTEMS, INC.)
Street Address:	1100 COMMSCOPE PLACE SE
City:	HICKORY
State/Country:	NORTH CAROLINA
Postal Code:	28602

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	6990110
Patent Number:	7170894
Patent Number:	7239627

## **CORRESPONDENCE DATA**

Fax Number: (650)251-5002

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: (650) 251-5094 Email: imull@stblaw.com **Correspondent Name:** LINDA NYBERG

Address Line 1: 2475 HANOVER STREET

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1932	
NAME OF SUBMITTER:	J. JASON MULL	
SIGNATURE:	/J. Jason Mull/	
DATE SIGNED:	11/28/2017	

#### **Total Attachments: 4**

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#### RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS

This RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS (the "Patent Release"), dated as of November 27, 2017, is made by 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), in favor of CommScope DSL Systems LLC, a Delaware limited liability company (the "Pledgor").

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., CommScope, Inc. (the "Parent Borrower"), a Delaware corporation, the certain Subsidiaries of Parent Borrower identified therein as US Co-Borrowers, the certain Subsidiaries of Parent Borrower identified therein as the US Subsidiary Guarantors, CommScope EMEA Limited, a private limited company incorporated under the laws of Ireland, Andrew AG, an Aktiengesellschaft organized under the laws of Switzerland, Andrew Wireless Systems GmbH and Andrew GmbH, each a Gesellschaft mit beschränkter Haftung organized under the laws of Germany, 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 94, Cedar I Holding Company, Inc., as a Guarantor, certain Subsidiaries of Holdings, as Guarantors, the lenders party thereto from time to time, the Collateral Agent, and J.P. Morgan Europe Limited, as 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, each Pledgor executed and delivered that certain Security Agreement, dated January 14, 2011, made by each Pledgor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the ABL Credit Agreement, the Security Agreement and that certain Patent Security Agreement, dated September 28, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*"), each Pledgor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all such Pledgor's right, title and interest in and to, among other property, certain Patents of the Pledgors;

WHEREAS, the Patent Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on September 29, 2015, at Reel 036715 and Frame 0164;

WHEREAS, the Pledgor has requested that the Collateral Agent release, and the Collateral Agent is willing to release, subject to the terms hereof, its security interest solely with respect to the Patents set forth on Schedule I hereto (the "*Released Patents*"); and

WHEREAS, the Collateral Agent now desires to release its security interest in and to the Pledgor's right, title and interest in and to the Released Patents.

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

SECTION 1. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges the entirety of any and all security interests granted under the Security Agreement

and the Patent Security Agreement that it may have in, to and under the Released Patents, solely with respect to the Released Patents. Any right, title or interest of the Collateral Agent in such Released Patents shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent (if any) in such Released Patents to the Pledgor.

SECTION 2. Retained Collateral. This Patent Release is applicable only and solely with respect to the Released Patents and to no other Collateral arising under the Patent Security Agreement and Security Agreement (such other Collateral, the "Retained Collateral"). The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Collateral Agent under the Security Agreement and the Patent Security Agreement with respect to all such Retained Collateral, and the Collateral Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Patent Release. The Patent Security Agreement and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. <u>Recordation</u>. The Collateral Agent authorizes and requests that the Commissioner for Patents or any other applicable government officer record this Patent Release.

SECTION 4. <u>Execution in Counterparts</u>. This Patent Release 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.

SECTION 5. <u>Governing Law</u>. This Patent Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Patent Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JPMorgan Chase Bank, N.A., as Collateral Agent

By:

iame:

Title:

Peter B. Thauer Managing Director

**REEL: 044837 FRAME: 0430** 

## SCHEDULE I TO THE RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS

# U.S. Patents

**RECORDED: 11/28/2017** 

Owner	Pat. No.
CommScope DSL Systems LLC	US6990110
(f/k/a ADC DSL SYSTEMS, INC.)	
CommScope DSL Systems LLC	US7239627
(f/k/a ADC DSL SYSTEMS, INC.)	
CommScope DSL Systems LLC	US7170894
(f/k/a ADC DSL SYSTEMS, INC.)	
CommScope DSL Systems LLC	US6990110B2
(f/k/a ADC DSL SYSTEMS, INC.)	
CommScope DSL Systems LLC	US7170894B2
(f/k/a ADC DSL SYSTEMS, INC.)	
CommScope DSL Systems LLC	US7239627B2
(f/k/a ADC DSL SYSTEMS, INC.)	