

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Channel Master LLC		11/21/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Andrew Corporation
Street Address:	10500 West 153rd Street
City:	Orland Park
State/Country:	ILLINOIS
Postal Code:	60462
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2616404	CHANNEL MASTER
Registration Number:	2600191	INTERACTIVE SATELLITE SOLUTION
Registration Number:	2402707	STEALTHTENNA
Registration Number:	1936178	CHANNELMAX
Registration Number:	1873694	SMARTENNA
Registration Number:	1786524	CHANNEL MASTER
Registration Number:	1342339	
Registration Number:	1292704	MICRO-BEAM
Registration Number:	1248040	CHANNEL MASTER
Registration Number:	1216521	FEEDER-PAK
Registration Number:	1008341	QUANTUM
Registration Number:	0781283	JOIN-TENNA
Registration Number:	0742573	DURA-TUBE
Registration Number:	0738181	CROSSFIRE

CH \$415.00 2616404

Registration Number:	0693777	CHANNEL MASTER
Registration Number:	0598429	CHANNEL MASTER

CORRESPONDENCE DATA

Fax Number: (312)425-3909
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: btragas@jenkens.com
 Correspondent Name: Jenkens & Gilchrist
 Address Line 1: 225 W. Washington Street
 Address Line 2: Suite 2600
 Address Line 4: Chicago, ILLINOIS 60606-3418

ATTORNEY DOCKET NUMBER:	47176-00750
-------------------------	-------------

NAME OF SUBMITTER:	Beverly Tragas
--------------------	----------------

Total Attachments: 4
 source=Trademark Assignment Document_1_0001#page1.tif
 source=Trademark Assignment Document_2_0001#page1.tif
 source=Trademark Assignment Document_3_0001#page1.tif
 source=Trademark Assignment Document_4_0001#page1.tif

TRADEMARK ASSIGNMENT

WHEREAS, Channel Master LLC, a Delaware limited liability company and debtor-in-possession in bankruptcy ("Seller"), for good and valuable consideration paid to them by Andrew Corporation, a Delaware corporation ("Purchaser"), have entered into an Asset Purchase Agreement dated as of October 1, 2003, as amended on November [21], 2003, (the "Purchase Agreement"); and

WHEREAS, the United States Bankruptcy Court for the District of Delaware has approved the sale, transfer and assignment of the trademarks identified in Schedule A ("Marks") to the Purchaser by an order dated November [20], 2003.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in United States currency and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers to Purchaser, its successors and assigns, the entire right, title and interest of Seller, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Seller agrees to execute further papers and to do such other acts as may be reasonably necessary and proper to vest full title in and to the Marks and all ancillary rights in the Purchaser or to enforce said rights. Seller represents, warrants and covenants that Seller has the authority to assign all rights, title and interest in the Marks to Purchaser, including all registrations therein.

This Trademark Assignment is delivered pursuant to, on the terms and subject to the conditions set forth in the Purchase Agreement. In the event that any of the terms of this Trademark Assignment conflict with, or are deemed to conflict with, the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed on this 21st day of November, 2003.

ANDREW CORPORATION

CHANNEL MASTER LLC

By: James F. Petelle
Its: Vice President

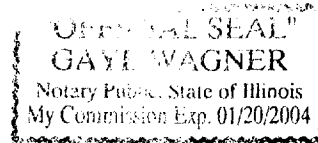
By: Will Owen
Its: President & CEO

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 21st day of November 2003, before me personally came William Curre who, being by me duty sworn, did state as follows: that [s]he is president of CHANNEL MASTER LLC that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

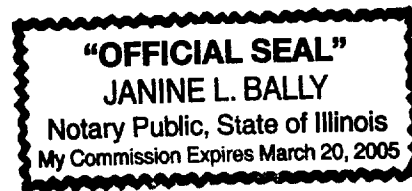
Gaye Wagner
Notary Public

STATE OF Illinois)
) ss.:
COUNTY OF Cook)



On this 21st day of November 2003, before me personally came James F. Retalle who, being by me duty sworn, did state as follows: that [s]he is Vice President of ANDREW CORPORATION that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Janine L. Bally
Notary Public



SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
CHANNEL KING	982,486
CHANNEL MASTER	598,429
CHANNEL MASTER	693,777
CHANNEL MASTER	2,616,404
CHANNEL MASTER	1,248,040
CHANNEL MASTER	1,786,524
CHANNELMAX	1,936,178
COLORAY	790,977
CROSSFIRE	738,181
Dish Antenna Logo	1,342,339
DURA-TUBE	742,573
FEEDER-PAK	1,216,521
INTERACTIVE SATELLITE	2,600,191
SOLUTION & Design	
JOIN-TENNA	781,283
MICRO-BEAM	1,292,704
MONITENNA	1,869,367
OPTI-CHROME	878,102
PARA-SCOPE	672,160
QUANTUM	1,008,341
SMARTENNA	1,873,694
STEALTHTENNA	2,402,707

CH01 12321162.1