

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andrew Corporation		10/29/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	MAXRAD, Inc.
Street Address:	4350 Chandler Drive
City:	Hanover Park
State/Country:	ILLINOIS
Postal Code:	60133
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	76271610	CONSTELLATION
Registration Number:	0995195	ANTENNA SPECIALISTS
Registration Number:	0979832	AS
Registration Number:	0969538	AS
Registration Number:	2224156	DISCREET
Registration Number:	1005769	DURA-CON
Registration Number:	1251031	DURA-FLEX
Registration Number:	1758155	HARD HAT
Registration Number:	1498416	"HELPING THE WORLD COMMUNICATE"
Registration Number:	1975013	K3
Registration Number:	0897298	LINEBACKER
Registration Number:	2126159	MOSAIC
Registration Number:	1404504	ON-GLASS
Registration Number:	2440667	ON-GLASS
Registration Number:	0855734	QUICK-GRIP

CH \$440.00 76271610

Registration Number:	0916180	STRIPE OF QUALITY
Registration Number:	2261595	TELE-LOCATOR

CORRESPONDENCE DATA

Fax Number: (650)493-6811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-493-9300
Email: trademarks@wsgr.com
Correspondent Name: Wilson Sonsini et al.
Address Line 1: 650 Page Mill Road
Address Line 4: Palo Alto, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER:	19097-900
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NAME OF SUBMITTER:	Jane Wilson
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Total Attachments: 5
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TRADEMARK ASSIGNMENT

WHEREAS, Andrew Corporation ("Assignor"), a Delaware corporation, has adopted and is using or has used the registered and unregistered trademarks listed in Attachment A (collectively the "Trademarks") and is the owner of the trademark registrations and application for registration listed therein; and

WHEREAS, MAXRAD, Inc. ("Assignee"), an Illinois corporation and wholly owned subsidiary of PCTEL, Inc., a Delaware corporation ("PCTEL"), as a successor to the business of the Assignor to which the Trademarks relate within the meaning of 15 U.S.C. §1060, desires to acquire the Trademarks and their associated registration and applications for registration.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to said Trademarks and their associated registrations and application for registration together with the goodwill of the business symbolized by the Trademarks and their associated registrations. The parties hereto agree that PCTEL is an intended third party beneficiary of this Agreement and shall have the right, power and authority to enforce the provisions hereof as though it were a party hereto.

2. Binding Agreement. The terms and covenants of this Agreement shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.

3. Miscellaneous. This Agreement shall be governed by the laws of the State of Illinois, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof. Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

In the event that any provision of this Trademark Assignment Agreement be constructed to conflict with a provision in the Asset Purchase Agreement dated as of October 27, 2004 among PCTEL, Assignor and Assignee (the "Purchase Agreement"), the provision in the Purchase Agreement shall be deemed to be controlling. This assignment is made on the terms and subject to the conditions of the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of this 30th day of October 2004.

“ASSIGNOR”

ANDREW CORPORATION
a Delaware corporation

By: _____
Name: _____
Title: _____

“ASSIGNEE”

MAXRAD, INC.
an Illinois corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of this 30th day of October 2004.

A

"ASSIGNOR"

ANDREW CORPORATION
a Delaware corporation

By: *James F. Petelle*
Name: James F. Petelle
Title: Vice President, Law and Secretary

"ASSIGNEE"

MAXRAD, INC.
an Illinois corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of this 29th day of October 2004.

"ASSIGNOR"

ANDREW CORPORATION
a Delaware corporation

By: _____
Name: _____
Title: _____

"ASSIGNEE"

MAXRAD, INC.
an Illinois corporation

By: *Les Spindel*
Name: *Les Spindel*
Title: *V.P. Finance*

ATTACHMENT A

United States Trademark Registrations

Trademark	Registration No.
ANTENNA SPECIALISTS	0995195
AS & Design	0979832
AS & Design	0969538
DISCREET	2224156
DURA-CON	1005769
DURA-FLEX	1251031
HARD HAT	1758155
HELPING THE WORLD COMMUNICATE	1498416
K3	1975013
LINEBACKER	0897298
MOSAIC	2126159
ON-GLASS	1404504
ON-GLASS	2440667
QUICK-GRIP	0855734
STRIPES OF QUALITY	0916180
TELE-LOCATOR	2261595

Pending United States Trademark Applications

Trademark	Serial No.
CONSTELLATION	76271610

Unregistered Trademarks

Trademark
DURA-COAT™
MEDALLION™
OMNI-LOC™
TEK BLACK™
EAC-50™
PRO-FLEX™
PRO-FLEX™ PLUS
THE ANTENNA COMPANY
MICROPULSE INCORPORATE

Registered Foreign Trademarks

Trademark	Country	Registration No.
ANTENNA SPECIALISTS	13/12865/00	South Africa
AS & Design	1005887	China
DURA-CON	212005	Canada

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