# 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           |
|--------------------|----------|----------------|-----------------------|
| Andrew Corporation |          | 10/17/2005     | CORPORATION: DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:           | PCTEL Antenna Products Group, Inc. |  |
|-----------------|------------------------------------|--|
| Street Address: | 471 Brighton Drive                 |  |
| City:           | Bloomingdale                       |  |
| State/Country:  | ILLINOIS                           |  |
| Postal Code:    | 60108                              |  |
| Entity Type:    | CORPORATION: DELAWARE              |  |

#### PROPERTY NUMBERS Total: 2

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 0839487 | MAGNUM     |
| Registration Number: | 2341430 | TALKAROUND |

#### **CORRESPONDENCE DATA**

Fax Number: (312)569-3489

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

Phone: 3125691489

IPDOCKET@gcd.com Email:

Correspondent Name: Gardner Carton & Douglas LLP Address Line 1: 191 N. Wacker Drive, Suite 3700

Address Line 2: c/o Barry W. Sufrin, Esq. Address Line 4: Chicago, ILLINOIS 60606

| ATTORNEY DOCKET NUMBER: | 86500-2165        |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | Barry W. Sufrin   |
| Signature:              | /Barry W. Sufrin/ |

**TRADEMARK REEL: 003196 FRAME: 0802** 

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| Date:                             | 11/18/2005 |
|-----------------------------------|------------|
| Total Attachments: 3              |            |
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TRADEMARK REEL: 003196 FRAME: 0803

#### TRADEMARK ASSIGNMENT

WHEREAS, Andrew Corporation ("Assignor"), a Delaware corporation, adopted and used or had used the registered trademarks listed in Attachment A (collectively the "Trademarks") and was the owner of the trademark registrations listed therein; and

WHEREAS, PCTEL Antenna Products Group, Inc. ("Assignee") (formerly known as MAXRAD, Inc.), a 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 registrations.

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 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. <u>Binding Agreement</u>. 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. <u>Miscellaneous</u>. 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.

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TRADEMARK
REEL: 003196 FRAME: 0804

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of this  $\underline{/7}^{th}$  day of October 2005.

"ASSIGNOR"

**ANDREW CORPORATION** 

A Delaware corporation

Name: James F. Petelle

Title: Vice President, Law and Secretary

"ASSIGNEE"

PCTEL ANTENNA PRODUCTS GROUP, INC.

A Delaware corporation

By:\_\_

Name:

RDA A.

GOLDMAN

Title: Vice President and Secretar

TRADEMARK

**REEL: 003196 FRAME: 0805** 

### **ATTACHMENT A**

## **United States Trademark Registrations**

| Trademark  | Registration No. |
|------------|------------------|
| MAGNUM     | 839487           |
| TALKAROUND | 2341430          |

## Spain Trademark Registration

**RECORDED: 11/18/2005** 

| Trademark | Registration No. |
|-----------|------------------|
| AS Logo   | 1786090M3        |

CH01/12446342.1

TRADEMARK REEL: 003196 FRAME: 0806