

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688177

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMMSCOPE TECHNOLOGIES LLC		11/12/2021	Limited Liability Company: DELAWARE
COMMSCOPE, INC. OF NORTH CAROLINA		11/12/2021	Corporation: NORTH CAROLINA
ARRIS ENTERPRISES LLC		11/12/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	4 Chase Metrotech Center
Internal Address:	MC: NY1-C413
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	5951520	ERA
Registration Number:	6216911	FIST
Registration Number:	5770590	NETCONNECT
Registration Number:	6153566	NOW MEETS NEXT
Registration Number:	5858173	SURFBOARD MAX
Registration Number:	6249029	GHOST TERMINAL
Registration Number:	6381736	HELIAX
Registration Number:	6298076	QWIK
Serial Number:	90805675	BLE
Serial Number:	90805680	CORVIEW
Serial Number:	90805686	MINIBRIDGER
Serial Number:	90805673	NC4000
Serial Number:	90801178	OM4100
Serial Number:	90804704	OM4120

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Property Type	Number	Word Mark
Serial Number:	90804625	OM6000
Serial Number:	90506653	OPTI MAX
Serial Number:	90593885	RUCKCAST
Serial Number:	90605048	RUCKCAST
Serial Number:	90804616	STARLINE
Serial Number:	90519816	SYSTIMAX
Serial Number:	90594028	WHAT'S THAT RUCKUS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/15/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated November 12, 2021, is made by the Person listed on the signature pages hereof (the “**Pledgor**”) in favor of 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).

WHEREAS, COMMSCOPE, Inc., a Delaware corporation (the “**Parent Borrower**”), has entered into a Credit Agreement, dated as of April 4, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”), with CommScope Holding Company, Inc., a Delaware corporation (“**Holdings**”), the other borrowers party thereto (collectively with the Parent Borrower, the “**Borrowers**”), JPMorgan Chase Bank, N.A., as the Administrative Agent and Collateral Agent, and the Lenders party thereto.

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 has executed and delivered that certain Security Agreement, dated April 4, 2019, by Holdings, the Borrowers, each Pledgor, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, each Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain trademarks of each Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

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

- (1) Grant of Security. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in and to the following (the “**Collateral**”):
 - (a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “**Trademarks**”);
 - (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; provided further that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to any Excluded Assets.

(2) Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Credit Documents (as such Credit Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Credit Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

(3) Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

(4) Execution in Counterparts. This Trademark Security Agreement 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.

(5) Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

(6) Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COMMSCOPE TECHNOLOGIES LLC
COMMSCOPE, INC. OF NORTH CAROLINA
ARRIS ENTERPRISES LLC


DocuSigned by:



By: _____
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Name: Michael D. Coppin
Title: Vice President and
Assistant Secretary

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Inderjeet Aneja
Title: Executive Director

[Signature Page to Trademark Security Agreement (ABL)]

RECORDED: 11/15/2021

TRADEMARK
REEL: 007495 FRAME: 0056