

05-29-2002

Form PTO-1594

REC

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼



102105690

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CIT Group/Business Credit, Inc.

- ☐ Individual(s) ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other 5.24.02

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Release of Security Interest

Execution Date: April 25, 2002

2. Name and address of receiving party(ies)

Name: Keptel, Inc.

Internal

Address:

Street

Address: 11450 Technology CircleCity: Duluth State GA Zip 30097

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

73/542480

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jacqueline Haley, Patent Agent

Internal Address: _____

Street Address: Troutman Sanders LLP

Bank of America Plaza, Suite 5200, 600 Peachtree St.

City: Atlanta State GA Zip: 30308

6. Total number of applications and registrations involved:..... 4.

7. Total fee (37 CFR 3.41)..... \$ 115.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

20-1507

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Jacqueline Haley

Name of Person Signing

Jacqueline Haley

Signature

May 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments,
Washington, D.C. 20231

05/29/2002 AWNED1 00000038 73542480

01 FD:481 0_1.DOC
02 FC:48240.00 DP
75.00 DPTRADEMARK
REEL: 002515 FRAME: 0188

Continuation of Box 4:

74/250288

73/595082

73/650953

**PARTIAL RELEASE OF
GRANT OF TRADEMARK
SECURITY INTEREST**

This Partial Release of Grant of Trademark Security Interest (this "**Partial Trademark Release**") is dated as of April 25, 2002 and is entered into by and among The CIT Group/Business Credit, Inc., as administrative agent for the Lenders (as hereinafter defined) (in such capacity herein called "**Secured Party**") and Keptel, Inc. (hereinafter "**Company**") regarding the Released Trademark (as hereinafter defined). Reference is hereby made to that certain Security Agreement dated as of August 3, 2001 by and between Secured Party, Arris International, Inc. ("Arris International"), Arris Group, Inc., Arris Interactive L.L.C. ("Arris Interactive"), Company, and the other direct and indirect Subsidiaries of Company, and each Additional Grantor that may become a party thereto (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Further reference is made to that certain Credit Agreement dated as of August 3, 2001, by and among Arris International, Arris Interactive, each of Company's Subsidiaries listed on the signature pages thereof, the financial institutions listed on the signature pages thereof (the "**Lenders**"), Credit Suisse First Boston, as syndication agent for Lenders, lead arranger and book running manager, and The CIT Group/Business Credit, Inc., as administrative agent and collateral agent for Lenders, as amended by that certain First Amendment to Credit Agreement dated as of January 8, 2002, as further supplemented by that certain Acknowledgement dated as of March 21, 2002 and as further amended by that certain Second Amendment to Credit Agreement dated as of April 19, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Security Agreement.

Company hereby confirms that as of the date hereof it shall sell the Released Trademark pursuant to the sale of substantially all of the assets of the Company as permitted by Subsection 7.7(xi) of the Credit Agreement.

Pursuant to Section 9.6 of the Credit Agreement, Secured Party hereby notifies, acknowledges to and agrees with Company, subject to the terms hereof, that Secured Party hereby releases and forever discharges all of its right, title or interest of any kind or nature granted, assigned or conveyed pursuant to the Security Agreement in the following:

(a) the Released Trademarks (as defined below), common law and other rights of the Company in and to the Released Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of Company's business symbolized by the Released Trademarks.

As used in this Partial Trademark Release the following terms have the following meanings:

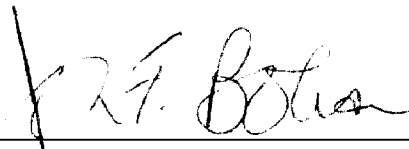
"Released Trademark" means the trademarks listed on Schedule A annexed hereto.

This Partial Trademark Release shall be limited precisely as written and relates and applies solely to the Released Trademark and the associated interests specifically described in clauses (a) above, and nothing in this Partial Trademark Release shall be deemed to constitute a release of any other Collateral.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Secured Party and Company have caused this Partial Trademark Release to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

THE CIT GROUP/BUSINESS CREDIT, INC.

By: 
Name: JOHN F. BENSON
Title: VP

Acknowledged and agreed:

KEPTEL, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Secured Party and Company have caused this Partial
Trademark Release to be duly executed and delivered by their respective duly authorized officers
as of the date first above written.

THE CIT GROUP/BUSINESS CREDIT, INC.

By: 

Name

Title

JOHN F. BONAN

VP

Acknowledged and agreed:

KEPTEL, INC.

By: 

Name:

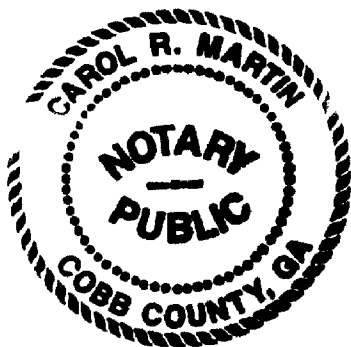
Title:

_____))
_____))
_____))

On April 24, 2002 before me, personally appeared John S. Boker personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 24 day of April 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the _____ of _____ on the day in this certificate first above written.



COMMISSION EXPIRES MARCH 26, 2006

Carol R. Martin
Notary Public in and for the

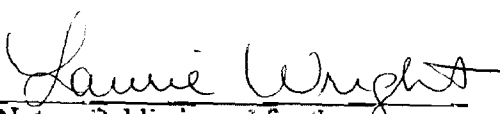
My Commission Expires: 3 26-06

_____))
_____))
_____))

On April 25, 2002 before me, personally appeared LAWRENCE A. MARGOLIS personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand this 25 day of April 2002.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in the _____ of _____ on the day in this certificate first above written.



Notary Public in and for the

Notary Public, Fulton County, GA
My Commission Expires January 7, 2006

**SCHEDULE A
TO
PARTIAL TRADEMARK RELEASE**

Title	Serial Number	Security Interest Reel/Frame	Security Interest Filing Date
KEPTEL (Stylized) and Design	542480	1381134	February 4, 1986
KEPTEL (Stylized) and Design	74/250288	1727298	October 27, 1992
SMART BLOCK	595082	1439641	May 12, 1987
SNI	650953	1461762	October 20, 1987

NY1:855949

Schedule A-1

RECORDED: 05/24/2002

**TRADEMARK
REEL: 002515 FRAME: 0196**