

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
Cadant, Inc.		01/08/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	ARRIS International, Inc.
Street Address:	11450 Technology Circle
City:	Duluth
State/Country:	GEORGIA
Postal Code:	30097
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1	
Property Type	Number
Serial Number:	76190549

CORRESPONDENCE DATA	
Fax Number:	(678)473-8095
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	678-473-8697
Email:	john.doughty@ARRISI.com
Correspondent Name:	John L. Doughty
Address Line 1:	11450 Technology Circle
Address Line 4:	Duluth, GEORGIA 30097

NAME OF SUBMITTER:	John L. Doughty
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Total Attachments: 8
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CH \$40.00 76190549

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made and entered into as of the 8th day of January, 2002 (the "Effective Date"), by and between CADANT, INC., a Delaware corporation ("Assignor"), and ARRIS INTERNATIONAL, INC. ("Assignee"), a Delaware corporation and a wholly owned subsidiary of ARRIS GROUP, INC., a Delaware corporation ("Arris").

WHEREAS, the Assignor and Arris entered into an Asset Purchase Agreement dated December 8, 2001 (the "Asset Purchase Agreement"), pursuant to which Arris agreed to acquire all right, title and interest of the Assignor in and to the Business and the Assets and to assume the Assumed Liabilities (as such terms are defined in the Asset Purchase Agreement);

WHEREAS, pursuant to and in accordance with Section 11.3 of the Asset Purchase Agreement, Arris has transferred all of its rights and obligations under the Asset Purchase Agreement to the Assignee and such assignment in no way releases Arris of its obligations under the Asset Purchase Agreement;

WHEREAS, pursuant to Section 5.17 of the Asset Purchase Agreement, Assignor and Assignee have agreed to finalize this Assignment, pursuant to which Assignee shall be assigned the entirety of Assignor's right, title and interest in and to the intellectual property rights as defined as Company Intellectual Property in Section 5.17 of the Asset Purchase Agreement;

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the intellectual property rights hereinafter defined; and

WHEREAS, the following definitions shall apply in this Intellectual Property Assignment:

All capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article I of the Asset Purchase Agreement.

"Intellectual Property" shall mean:

the name "Cadant," all fictitious business names, trading names, registered and unregistered trademarks (including common law marks), trade dress, service marks, and Internet domain names (including all U.S. federal, state and foreign registrations with respect to any of the foregoing set forth on Schedule A, and applications for registration of any of the foregoing set forth on Schedule B) (collectively, the "Marks") and their associated goodwill;

all United States and foreign patents (including all reissues, divisions, continuations, continuations in part, and extensions thereof), United States and foreign patent applications set forth on Schedule C, and inventions and discoveries that may be patentable (collectively, the "Patents");

all copyrights in both published and unpublished works (including all U.S. and foreign registrations and applications for registration of the foregoing set forth on Schedule D and all works made for hire created by Cadant employees) (collectively, the "Copyrights");

A
B

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all computer software (in both source code and object code), including (A) any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (B) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (C) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, (D) the technology supporting any Internet site(s) operated by or on behalf of the Company, (E) all Worldwide Web addresses, URLs, and sites, and (F) all documentation, including system documentation, user manuals and training materials, relating to any of the foregoing (collectively, the "Software");

all rights in mask works and registrations and applications for registration thereof (collectively, "Mask Works"); and

all know-how, trade secrets, confidential information, customer lists, technical documentation, technical information, data, technology, plans, drawings, schematics, compilations, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible (collectively, the "Trade Secrets");

in each case owned by the Company.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and adequacy of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee and its successors, assigns and nominees forever, Assignor's entire right, title and interest in and to the following:

All of the Assignors' right, title and interest to:

- a. The Marks, together with the goodwill of the business symbolized by the Marks;
- b. The Patents and to any extension thereof;
- c. The Copyrights, the renewals and extensions thereof, and all of the assets, properties, contracts, rights and obligations relating thereto;
- d. The Software;
- e. The Mask Works;
- f. The Trade Secrets;
- g. All other Company Intellectual Property not identified in items a-f above, including, but not limited to, the International Distribution Agreement by and between Cadant, Inc. and Nextream S.A. dated October 17, 2001;
- h. Any and all other rights, priorities and privileges of Assignors provided under United States, state, foreign or

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed on the date first above written.

“ASSIGNOR”

CADANT, INC.

By: _____
Name: Charlie Walker
Title: Chief Operating Officer

“ASSIGNEE”

ARRIS INTERNATIONAL, INC.

By: *Lawrence Margois*
Name: Lawrence Margois
Title: Executive Vice President

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed on the date first above written.

"ASSIGNOR"

CADANT, INC.

By: *Charlie Walker*

Name: Charlie Walker

Title: Chief Operating Officer

"ASSIGNEE"

ARRIS INTERNATIONAL, INC.

By: _____

Name: Lawrence Margolis

Title: Executive Vice President

Schedule A

Registered Marks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CADANT	2,488,370	September 11, 2001

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Schedule B

Mark Registration Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
INNOVATIONS IN BROADBAND (service mark)	76/190,549	January 5, 2001
INNOVATIONS IN BROADBAND (trademark)	76/190,547	January 5, 2001
C4	78/064,945	May 22, 2001
G2 MANAGEMENT SUITE	78/065,748	May 25, 2001
G2 IMS	78/065,754	May 25, 2001

multinational law, with respect to the Assigned Rights;
and

- i. Any and all rights to causes of actions, lawsuits, judgments, claims and demands of any nature available to or being pursued by Assignor, whether arising by way of counterclaim or otherwise, for any infringement, impairment, misappropriation or other unauthorized use or conduct in derogation of the Assigned Rights, including the right to receive all proceeds and damages therefrom.

Collectively, Sections (a) through (i) shall constitute the "Assigned Rights".

Assignees, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents provided by Assignee and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee in all relevant nations.

The parties agree that the assignment of each item (a) through (i) shall be construed as separable and divisible from the assignment of every other item. The unenforceability or invalidity of this Assignment with respect to any one item shall not limit its enforceability or validity, in whole or in part, with respect to any other item.

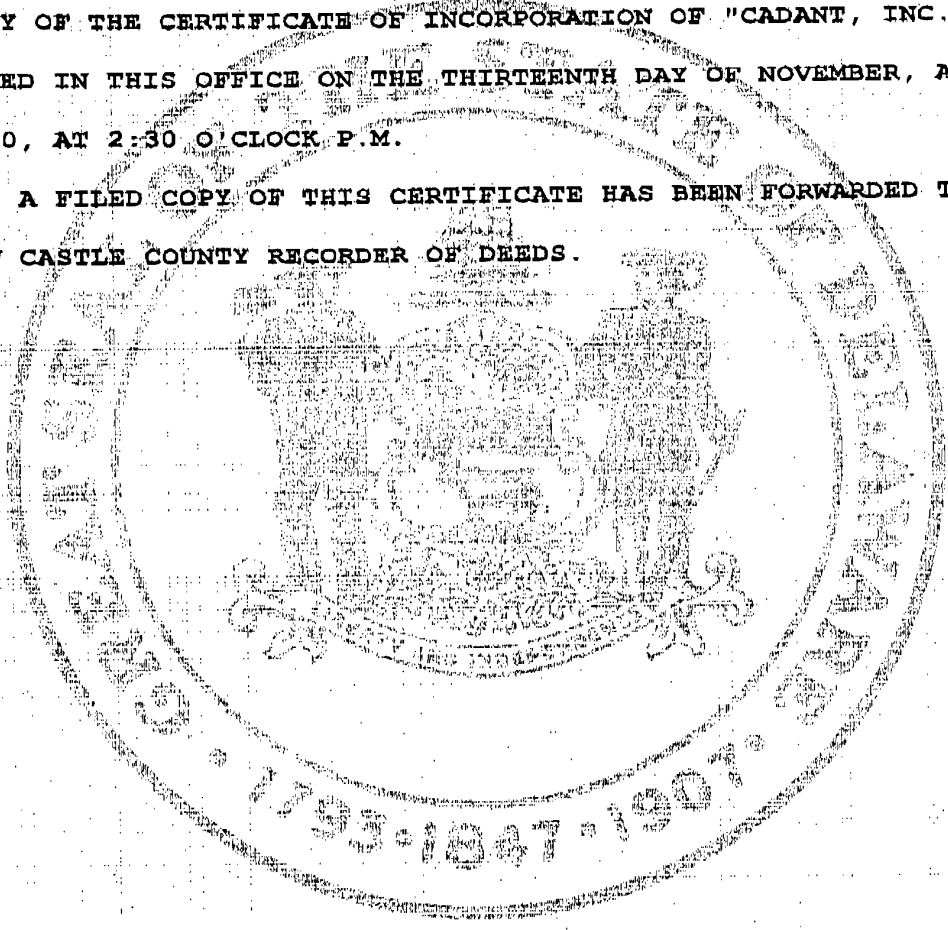
This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and received by the other party.

State of Delaware
Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "CADANT, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF NOVEMBER, A.D. 2000, AT 2:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel
Edward J. Freel, Secretary of State

3304664 8100

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AUTHENTICATION: 0792868

DATE: 11-14-00

RECORDED: 08/13/2003

TRADEMARK
REEL: 002698 FRAME: 0805