

04-03-2003

Form PTO-1594

(Rev. 03/01)

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

3-31-03 RECORD STRA



DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

102408754

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

1. Name of conveying party(ies):

Atoga Systems, Inc.
49026 Milmont Drive
Freemont, California 94538

- Individual(s)
- General Partnership
- Corporation-State
- Other California
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 3/20/2003

2. Name and address of receiving party(ies)

Name: ARRIS International, Inc.

Internal
Address: Legal Department

Street Address: 11450 Technology Circle

City: Duluth State: GA Zip: 30097

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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) 76/218872
76/218873

B. Trademark Registration No.(s) 76/218872
76/218873

Additional number(s) attached Yes No

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

Name: ARRIS International

Internal Address: Legal Department

Street Address: 11450 Technology Circle

City: Duluth State: GA Zip: 30097

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 240

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-2125

DO NOT USE THIS SPACE

9. Signature.

Gaines P. Carter (reg. no. 42,393)

Name of Person Signing

Signature

3/21/2003

Date

Total number of pages including cover sheet, attachments, and document: 8

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

04/02/2003 ECOOPER 00000120 012125 76218872

01 FC:8521 40.00 CH
02 FC:8522 125.00 CH

TRADEMARK
REEL: 002704 FRAME: 0708

ADDITIONAL TRADEMARKS AND TRADEMARK APPLICATIONS

Please assign the following additional trademark applications:

MARK	COUNTRY	SERIAL NO	FILING DATE	STATUS
APPLICATIONS AT THE SPEED OF LIGHT	U.S.	76/218874	March 2, 2001	NOA 12/31/02; Class 9; No SOU filed
ATOGA	U.S.	76/218871	March 2, 2001	NOA 10/8/02; Class 9; No SOU filed
APPDIRECTOR	U.S.	76/227526	March 14, 2001	NOA 11/27/01; Class 9; Extension to file SOU approved
SERVICEVELOCITY	U.S.	76/225702	March 14, 2001	NOA 10/8/02; Classes 35, 42; No SOU filed

NOA = Notice of allowance

SOU = Statement of Use

AGREEMENT FOR ASSIGNMENT OF TRADEMARKS

THIS AGREEMENT FOR ASSIGNMENT OF TRADEMARKS (this "Agreement") dated as of March 20th, 2003 ("Effective Date"), is entered into by and between Atoga System, Inc. ("Assignor"), a California Corporation located at 49026 Milmont Drive, Fremont, California 94538, and ARRIS International, Inc. ("Assignee"), a Delaware corporation located at 11450 Technology Circle, Duluth, Georgia 30097.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1

DEFINITIONS

The following capitalized terms shall have the following meaning in this Agreement:

1.1 Trademark Interests means the interests Assignor owns in the United States and foreign registered and commonlaw trademarks and service marks set forth in Schedule A attached hereto, together with all other trademark or service mark interests accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of and symbolized by such marks including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same.

Section 2

CONVEYANCE OF RIGHTS

2.1 Trademark Interests. As of the Effective Date, Assignor, for itself and its Subsidiaries, transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, in perpetuity (or for the longest period of time otherwise permitted by law), all of Assignor's and its Subsidiaries' right, title, and interest in and to the Trademarks and Trademark Interests. Assignor further transfers and assigns the right to file for and obtain registrations of the Trademarks and Trademark Interests anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use or display the Trademarks and Trademark Interests, or any mark confusingly

similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Trademarks and Trademark Interests, any applicable registrations thereof or the ownership of the Trademarks and Trademark Interests by Assignee.

2.2 Reserved Rights. Assignor reserves and retains no rights.

Section 3
DELIVERY AND ASSISTANCE

3.1 Reference Materials for Trademark Interests. To effect the transfer of ownership of the Trademark Interests to Assignee, including the goodwill of all business connected with the use of and symbolized by the Trademark Interests, Assignor shall, at Assignee's cost:

1. Provide Assignee with information and documentation regarding the standards and specifications applicable to the Products;
2. Assist Assignee, at its request, in adopting such standards and specifications; and
3. Furnish Assignee with the files evidencing all proceedings involving the Trademark Interests and consent to Assignee's communication with Assignor's counsel familiar with such proceedings.

3.2 Further Assurances. Assignor agrees at Assignee's reasonable request and cost to execute and deliver such further conveyance agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement. Without limiting the generality of such undertaking, Assignor agrees

1. To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Trademark Interests;
2. To provide testimony and other evidence in connection with any proceeding affecting the right, title, or interest of Assignee in the Trademark Interests; and
3. To perform any other acts deemed necessary to carry out the intent of this Agreement.

3.3 Recordings. An executed copy of this Agreement may be filed with the U.S. Patent and Trademark Office or any other trademark office by Assignee at any time.

Section 4

REPRESENTATION AND WARRANTIES; LIMITATIONS

4.1 Representations and Warranties. Assignor represents and warrants that (1) Assignor is the sole and exclusive owner of the entire right, title, and interest in and to the Trademarks and Trademark Interests, free and clear of any liens or claims; (2) to the knowledge of Assignor, the Trademarks and Trademark Interests, as heretofore exercised in connection with Assignor's business, do not infringe the rights of any other person or entity; (3) to the knowledge of Assignor, no claim of any such infringement or violation has been threatened or asserted, and no such claim is pending against Assignor, its Subsidiaries, or its end-user customers; (4) Assignor has not entered into any agreement, license, release, or order that restricts the right of Assignor or Assignee to exploit the Trademarks and Trademark Interests in any way; and (5) the execution, delivery, and performance of this Agreement by Assignor do not and will not violate any security agreement, indenture, order, or other instrument to which Assignor is a party or by which it or any of its assets is bound.

**Section 5
GENERAL**


5.1 Successors and Assigns. This agreement shall inure to the benefit of and be binding on the parties hereto, together with their respective legal representatives, successors, and assigns; provided, however, that Assignor may not assign, distribute, license, or sublicense its rights.

5.2 Governing Laws. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA AS THEY PERTAIN TO AGREEMENTS EXECUTED IN, AND FULLY PERFORMED WITHIN, THE STATE OF GEORGIA

5.3 Headings. The headings of the Sections hereof are for convenience of reference only and shall not modify, define, or limit any of the terms or provisions hereof.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ATOGA SYSTEMS, INC.

By: 
Name: Rasmus G. Covert
Title: CEO
Date: March 20, 2003

ARRIS INTERNATIONAL, INC.

By: _____
Name:
Title:
Date: March 20, 2003

[Insert notarization of applicable jurisdiction]

Schedule A
Trademarks and Trademark Interests

MARK	COUNTRY	SERIAL NO	FILING DATE	STATUS
ATOGA SYSTEMS	U.S.	76/218872	March 2, 2001	NOA 10/8/02; Class 9; No SOU filed
OAR	U.S.	76/218873	March 2, 2001	NOA 10/8/02; Class 9; No SOU filed
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FASTAPP	U.S.			Only search report in file

SHORT-FORM JURAT OF SUBSCRIBING WITNESS N.B.S. 248.1445

State of CALIFORNIA

Courty of ALAMEDA

On the 20th day of March 2003

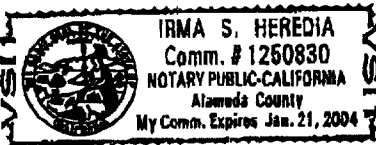
SS. Christine M. Bennett
Name of Subscribing Witness

personally appeared before me, whom I know to be the person who signed this jurat of a subscribing witness while under oath, and swears that he/she was present and witnessed Richard G. Couch
Name of Principal Signer

sign his/her name, to the attached document.

Christine M. Bennett
Signature of Subscribing Witness

Signed and sworn before me on 3-20-03 by
Month/Day/Year



Name of Subscribing Witness
[Signature]
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement For Assignment of Trademarks

Document Date: 3-20-03 Number of Pages: 5

Signer(s) Other Than Named Above: None

