Form **PTO-1594**

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

(Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	U.S. Patent and Trademark Office
OMB No. 0651-0027 (exp. 6/30/2005) 1 02449 Tab settings ⇔⇔⇔ ▼ ▼	7 U++ ▼
	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): ARRIS International, Inc. (f/k/a ANTEC Corporation) Individual(s) General Partnership X Corporation-State(Delaware) Other Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: X Assignment Security Agreement Other 11/21/02	2. Name and address of receiving party(ies) Name: Scientific-Atlanta, Inc. Internal Address: Intellectual Property Dept. Street Address: 5030 Sugarloaf Parkway Lawrenceville City: State:GA Zip: 30044 Individual(s) citizenship Association
Execution Date: 11/21/U2 4. Application number(s) or registration number(s):	Additional name(s) & address(es) attached? Yes No
A. Trademark Application No.(s) 75/374809, 75/374808, 75/374811, 76/002023, Additional number(s) at: 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Hubert J. Barnhardt III Internal Address: Intellectual Property Dept. Scientific-Atlanta, Inc.	B. Trademark Registration No.(s) tached X Yes No 6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41)
Street Address: 5030 Sugarloaf Parkway	Authorized to be charged to deposit account B. Deposit account number: 19-0761
City:State:_GA Zip:_30044	
	THIS SPACE
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Opmmissioner of Patent & I	rademarks, Box Assignments , D.C. 20231

TRADEMARK

REEL: 002733 FRAME: 0640

Recordation Form Cover Sheet TRADEMARKS ONLY

Name of Conveying Party: ARRIS International, Inc. (f/k/a ANTEC Corporation)

Continuation of Item 4.A.

74/562914

75/375084

76/067757

75/390874

76/002024

75/374814

75/395354

75/582928

TRADEMARK REEL: 002733 FRAME: 0641

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 21st day of November, 2002, by the undersigned, ARRIS International, Inc. (f/k/a ANTEC Corporation), a Delaware corporation (the "Company") having its offices at 11450 Technology Circle, Duluth, GA 30097 and Scientific-Atlanta, Inc., a Georgia corporation ("S-A") having its offices at 5030 Sugarloaf Parkway, Lawrenceville, GA 30044.

WHEREAS, the Company has been using and is the owner of all rights in and to the following trademarks, the applications and registrations thereof and the goodwill of the business symbolized by said trademarks:

TRADEMARK	COUNTRY	REG./SERIAL NO	FILING DATE	STATUS
ANIXTER LASER LINK	U.K.	1453409	01/21/91	Registered
HOME LINK	U.S.	75/374809	10/17/97	Pending
HOME LINK Design	U.S.	75/374808	10/17/97	Registered
INTER LINK	U.S.	75/374811	10/17/97	Registered
INTER LINK Design	U.S.	76/002023	3/16/00	Pending
LASER LINK	Switzerland	23941990	3/26/90	Registered
LASER LINK	Austria	M1736/90	4/2/90	Registered
LASER LINK	Poland	Z90522	4/17/90	Registered
LASER LINK	Indonesia	358	4/21/90	Registered
LASER LINK	Benelux	743380	3/20/90	Registered
LASER LINK	Canada	655641	4/19/90	Registered
LASER LINK	France	194.965	3/13/90	Registered
LASER LINK	Iceland	270/1990	3/23/90	Registered
LASER LINK	Israel	75829	3/27/90	Registered
LASER LINK	Italy	9662c/90	4/23/90	Registered
LASER LINK	New Zealand	201156	4/12/90	Registered
LASER LINK	U.S.	74/562914	8/19/94	Registered
LASER LINK Design	U.S.	75/375084	10/17/97	Registered
LIGHTPLEX	U.S.	76/067757	6/9/00	Pending
ONI	Canada	661238	6/29/90	Registered
POINT 2 MULTIPOINT	U.S.	75/390874	11/17/97	Registered
NETWORK SOLUTIONS				_
PROTEU S	U.S.	76/002024	3/16/00	Pending
RF LINK Design	U.S.	75/374814	10/17/97	Registered
TRACK LINK	U.S.	75/395354	11/24/97	Pending
TRANSPLEX	U.S.	75/582928	11/4/98	Registered

WHEREAS, the Company desires to transfer the above-mentioned trademarks, trademark registrations, and the goodwill of the business symbolized by these marks to S-A as part of S-A's acquisition of other assets of Company.

TRADEMARK REEL: 002733 FRAME: 0642 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Company does hereby assign unto S-A, all of its right, title and interest in and to the above-mentioned trademarks, the above-mentioned registration, the goodwill of the business symbolized by said marks, and the right to sue, either at law or in equity, and to recover for any past or future infringement thereof.

IN WITNESS WHEREOF, the Company has caused this document to be executed on its behalf as of the date hereof.

ARRIS INTERNATIONAL, INC. (f/k/a ANTEC CORPORATION)

Name: LAWRENCE A. MARGOKI

Title: VICE YRESIDENT

STATE OF GEORGIA)
) SS:
COUNTY OF GWINNETT)

On this 21st day of November, 2002, before me personally appeared <u>Awrence A. Marc</u>, ous known to me to be the individual aforesaid who duly acknowledged the signing of the foregoing instrument as a voluntary act on behalf of the identified corporation with authority to do so.

Notary Public

My Commission Expires:



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RECORDED: 05/12/2003

SA: 100000