

08-19-2003

V-1303



102528957

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

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

1. Name of conveying party(ies):
See attached.

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

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

2. Name and address of receiving party(ies)
Name: Scientific-Atlanta, Inc.
Internal Address: Intellectual Property Department
Street Address: 5030 Sugarloaf Parkway
City: Lawrenceville State: GA Zip: 30044

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Georgia
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other See attached.

Execution Date: _____

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2375707,
1911225, and 2245644

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Hubert J. Barnhardt III
 Internal Address: _____
Intellectual Property Dept. MS 4.3.510

 Street Address: 5030 Sugarloaf Parkway

 City: Lawrenceville State: GA Zip: 30044

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)\$ 120.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-0761

9. Sign _____
Hubert J. Barnhardt III
 Name of Person Signing

Signature _____
August 11, 2003
 Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK
 REEL: 002803 FRAME: 0660

00/18/2003
 01 FC:0521
 02 FC:0522

00000054 190761 2375707

OFFICE OF PATENT & TRADEMARKS
 2004 AUG 13 11 23 AM '03
 FINANCE SECTION

**Recordation Form Cover Sheet
TRADEMARKS ONLY**

Item 1. Name of Conveying Parties

THE CIT GROUP/BUSINESS CREDIT, INC. ("CIT"), as Administrative Agent under that Security Agreement dated as of August 3, 2001 by and among Arris Group, Inc., Arris International, Inc. ("Company"), Arris Interactive L.L.C., each of the direct and indirect subsidiaries of Company party thereto and each additional grantor party thereto and CIT, as Administrative Agent.

Item 3. Nature of Conveyance

Other: Notice of Release of Trademark Security Interest (dated 11/21/02) including UCC Financing Statement Amendments.

DELAWARE DEPARTMENT OF STATE
 U. C. C. FILING SECTION
 FILED 03:29 PM 11/25/2002
 INITIAL FILING NUM: 1081751 5
 AMENDMENT NUMBER: 2296118 7
 SRV: 020727077

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC Corporation Service CompanySM
 P.O. Box 591
 Wilmington, DE 19899
 (800) 927-9800

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 10817515 8/10/01

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement Identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement Identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement, is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
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NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

Partial Release: The Secured Party hereby releases the collateral described on EXHIBIT A attached hereto and by this reference incorporated herein.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

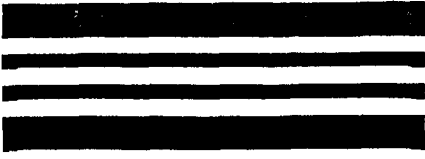
9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

Debtor: Arris International, Inc. 833897-~~5~~10



Uniform Commercial Code Amendment



2002031525-5 Pgs: 131
TEXSCAN CORPORATION
Filed: 11-26-2002 12:14 PM

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2001002479-9 8/10/01

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement. Is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION		7g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

Partial Release: The Secured Party hereby releases the collateral described on EXHIBIT A attached hereto and by this reference incorporated herein.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

THE CIT GROUP/BUSINESS CREDIT, INC., as Administrative Agent			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Debtor: Texscan Corporation

833897-5

Exhibit A

The collateral hereby released by the Secured Party shall include the following: the assets, rights and properties of Debtor used primarily in the conduct and operation of the Debtor's Actives Electronics Business as and to the extent sold by the Debtor, including, without limitation, those assets listed on Schedules 1, 2, 3, 4, and 5 attached hereto, pursuant to that certain Agreement for Purchase and Sale of Assets, dated as of November 13, 2002, by and among Scientific-Atlanta, Inc., the Debtor and Texscan de Mexico, S.A. de C.V. (the "Asset Purchase Agreement"), without giving effect to any amendments, supplements or other modifications to the Asset Purchase Agreement after such date (except for such amendments, supplements or other modifications made in accordance with the terms of Sections 1.1(a), 1.1(b) and 2.18 thereof on or before November 21, 2002).

Exhibit A

The collateral hereby released by the Secured Party shall include the following:

Registration #	Registration Date	Mark
1931269	10/31/95	COMSERTER
1916246	09/05/95	FLAMETHROWER
1916247	09/05/95	GLAS-PAL
1919436	09/19/95	PAL
1923455	10/03/95	PATHMAKER
1952570	01/30/96	PATHMAKER PLUS+
1317742	02/05/85	TEXSCAN
1935180	11/14/95	TEXSCAN
0835406	09/19/67	TEXSCAN (Stylized)

Schedule 3.13(f)

**TRADEMARK AND SERVICE MARK APPLICATION AND
REGISTRATION**

MARK	COUNTRY	SERIAL NO	FILING DATE	STATUS
ANIXTER LASER LINK	U.K.			Registered
COMSERTER	U.S.	74/577637	9/23/94	Registered
FLAMETHROWER	U.S.	74/564621	8/24/94	Registered
GLAS-PAL	U.S.	74/564622	8/23/94	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			Registered
LASER LINK	Italy	9662c/90	4/23/90	Registered
LASER LINK	New Zealand			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
PAL	U.S.	74/564773	8/23/94	Registered
PATHMAKER	U.S.	74/564620	8/23/94	Registered
PATHMAKER PLUS +	U.S.	74/564619	8/23/94	Registered
POINT 2 MULTIPOINT NETWORK SOLUTIONS	U.S.	75/390874	11/17/97	Registered
PROTEUS	U.S.	76/002024	3/16/00	Pending
RF LINK Design	U.S.	75/374814	10/17/97	Registered
TEXSCAN	Brazil		2/14/95	Registered
TEXSCAN	Canada	310651	2/1/68	Registered
TEXSCAN	U.K.			Registered
TEXSCAN	U.S.	73/425778	5/13/83	Registered
TEXSCAN	U.S.	74/577640	9/23/94	Registered
TEXSCAN	U.S.	72/236935	1/20/66	Registered
TEXSCAN	U.K.			Registered
TEXSCAN TC & DESIGN	France			Registered
TRACK LINK	U.S.	75/395354	11/24/97	Pending
TRANSPLEX	U.S.	75/582928	11/4/98	Registered

EXHIBIT A

Registration #	Registration Date	Mark
2375707	8/8/00	INTER LINK
1911225	8/15/95	LASER LINK
2245644	5/18/99	POINT 2 MULTIPOINT NETWORK SOLUTIONS

NY1:1414087.1

RECORDED: 08/13/2003

TRADEMARK
REEL: 002803 FRAME: 0667