

09-27-2004

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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):

CADANT, Inc.

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

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

2. Name and address of receiving party(ies)

Name: ARRIS International, Inc.

Internal

Address: _____

Street Address: 11450 Technology Circle

City: Duluth State: GA Zip: 30099

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

OFFICE OF PUBLIC RECORDS
2004 SEP 23 PM 3:30
FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: January 8, 2002

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

A. Trademark Application No.(s) 78/064945

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: John L. Doughty

Internal Address: ARRIS International, Inc.

Legal Department

Street Address: 3871 Lakefield Drive

City: Suwanee State: GA Zip: 30024

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

01-2125

DO NOT USE THIS SPACE

9. Signature.

6TOM11 0000066 012125 78064945

40.00 DA

John L. Doughty

Name of Person Signing

Signature

9/20/2004

Date

Total number of pages including cover sheet, attachments, and document: 12

09/24/2004

01 FC:852

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

THIS AND THE REFERENCED ASSIGNMENT ARE MAILED IN A ENVELOPE ADDRESSED TO: DIRECTOR OF USPTO, P.O. BOX 1450, ALEXANDRIA, VA 22313-1450, WITH SUFFICIENT POSTAGE FOR FIRST CLASS MAIL WITH THE USPS ON 9/21/2004. John L. Doughty

TRADEMARK

REEL: 003057 FRAME: 0249

no. 3229

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");

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

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.

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: 
Name: Lawrence Margolis
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: 

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

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

Schedule C

Patent Applications

United States Patent Applications

<u>Patent Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Self-Adjusting Round-Robin Data Transmission Method and Apparatus	09/455,287	December 6, 1999
Method and Apparatus to Change Class of Service Levels	09/476,539	January 3, 2000
Method and Apparatus to Automatically Grant and Deny Cable Data System Access	09/476,838	January 3, 2000
Signal Splitter Matrix for a Cable Data System	09/613,415	July 10, 2000
Congestion Control in a Network Device Having a Buffer Circuit	09/620,821	July 21, 2000
Coaxial Cable Connector Mounting Array	09/631,453	August 3, 2000
Spare Circuit Switching	09/656,940	September 7, 2000
Variable Spare Circuit Group Size and Quantity Having Multiple Active Circuits	09/659,193	September 11, 2000
Signal Splitter Matrix for Cable Modem Termination System	09/660,120	September 12, 2000
Utilization of Connection Admission Control Check on Physical Interface Connection Bearing Traffic From Multiple Internet Service Providers	09/660,121	September 12, 2000
Method and Apparatus for Decreasing Cable Installation Time and Cable Installation Faults	09/680,113	October 5, 2000
Method and Apparatus for Arranging Cable Connectors to Allow for Easy Cable Installation (to be abandoned)	09/685,354	October 10, 2000

<u>Patent Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Method and Apparatus for Preventing Re-Ranging and Re-Registration of Cable Modems During Protection Switching Between Active and Spare Cable Interface Cards in a Cable Modem Termination System	09/725,704	November 29, 2000
Method and Apparatus for Dynamically Modifying Service Level Agreements in Cable Modem Termination System Equipment	09/727,394	November 29, 2000
Method and Apparatus for Controlling Traffic Loading on Links Between Internet Providers and a Cable Modem Termination System	09/802,092	March 8, 2001
Method and Apparatus for Controlling Traffic Loading on Different Service Levels in a Cable Data System	09/802,179	March 8, 2001
Method and Apparatus for Controlling Traffic Loading on a Cable Modem Termination System	09/802,250	March 8, 2001
Method and Apparatus for Arranging Cable Connectors to Allow for Easy Cable Installation (C.I.P. of s/n 09/685,354 which is to be abandoned)	09/883,716	June 18, 2001
Congestion Control in a Network Device having a Buffer Circuit (DIV of s/n 09/620,821)	09/902,121	July 10, 2001

PCT Patent Applications

<u>Patent Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Congestion Control in a Network Device Having a Buffer Circuit	PCT/US01/13205	April 24, 2001
Spare Circuit Switching	PCT/US01/42078	September 7, 2001
Variable Spare Circuit Group Size and Quantity Having Multiple Active Circuits	PCT/US01/28928	September 11, 2001
Signal Splitter Matrix for Cable Modem Termination System	PCT/US01/28845	September 12, 2001

<u>Patent Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Utilization of Connection Admission Control Check on Physical Interface Connection Bearing Traffic From Multiple Internet Service Providers	PCT/US01/28750	September 12, 2001
Method and Apparatus for Dynamically Modifying Service Level Agreements in Cable Modem Termination System Equipment	(unknown as of 12/18/2001)	November 29, 2001
Method and Apparatus for Preventing Re-Ranging and Re-Registration of Cable Modems During Protection Switching Between Active and Spare Circuit Interface Cards in a Cable Modem Termination System	(unknown as of 12/18/2001)	November 29, 2001

Schedule D

Registered Copyrights

<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Cadant G2 IMS (TM) Software Program Instructions	TXU 972-692	May 9, 2001
Cadant C4 (TM) CMTS Firmware Program Instruction for Flash or EEprom Memory	TXU 972-693	May 10, 2001
Cadant C4 (TM) CMTS Software Program Instruction for Hardware Memory	TXU 972-694	May 10, 2001
Cadant C4 (TM) CMTS FPGA Program Instructions	TXU 972-695	May 10, 2001
Cadant C4 (TM) CMTS User Documentation Instructions	TXU 972-696	May 16, 2001