

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EG Technology, Inc.		08/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Arris Group, Inc.		
Street Address:	3871 Lakefield Drive		
City:	Suwanee		
State/Country:	GEORGIA		
Postal Code:	30024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3320255	QUARTET	
Registration Number:	3277009	ENCORE	
Registration Number:	3326654	ORCHESTRA	
Registration Number:	3248444	ALTO	
Registration Number:	3364216	HEMI	
Registration Number:	3640127	EGT VIPR	
Registration Number:	3388651	EGT	
Registration Number:	3391663	EGT	
CORRESPONDENCE DATA			
Fax Number:	(404)351-5281		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	msiavage@siavagelaw.com		
Correspondent Name:	Michael R. Siavage, Esq.		
Address Line 1:	1349 West Peachtree Street NE		
Address Line 2:	Suite 1220		

OP \$215.00 3320255

900142958

TRADEMARK
REEL: 004059 FRAME: 0750

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	EGT/ARRIS
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NAME OF SUBMITTER:	Michael R. Siavage, Esq.
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Signature:	/mrs/
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Date:	09/11/2009
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Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into effective as of the 31st day of August, 2009 (the "Effective Date"), between **EG TECHNOLOGY INC.**, a Delaware corporation ("Assignor"), with a principal place of business at 75 5th Street NW Suite 410, Atlanta, GA 30308, and **ARRIS GROUP, INC.**, a Delaware corporation, ("Assignee"), with a principal place of business at 3871 Lakefield Drive, Suwanee, Georgia 30024 (collectively the "Parties").

WITNESSETH

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, the terms of which are confidential;

WHEREAS, in the Asset Purchase Agreement, Assignor acknowledged that Assignee is considered the owner of all (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith), and any other rights to any form or medium of expression; (b) trade secrets, privacy rights, and any other protection for confidential information or ideas; (c) patents and patent applications; (d) inventions and any other items, information, or theories that are protectable or registrable under any of the copyright, patent, trade secret, confidentiality, or other similar laws; and (e) any other similar proprietary rights or interests recognized by applicable law (collectively, the "Intellectual Property Assets"); and

WHEREAS, in the Asset Purchase Agreement, Assignor agreed to assign and transfer exclusively to Assignee all of Assignor's Intellectual Property Assets.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Transfer and Assignment. Assignor fully, unconditionally, and irrevocably transfers, assigns, delivers, and conveys to Assignee all of Assignor's worldwide right, title, and interest, including without limitation, any and all rights to the Intellectual Property Assets, and all enhancements, modifications, derivative works, and components of any of the foregoing developed by or for Assignee, including (a) all copyrights, copyright applications, and registrations, and any renewals or extensions thereto; (b) moral rights; (c) rights of the works of visual arts under the Visual Artists Rights Act of 1990; (d) works of authorship (copyrightable and non-copyrightable); (e) derivative works; (f) inventions (patentable and non-patentable); (g) patents, patent applications, and any divisions, continuations, and reissues thereof; (h) patent rights; (i) design rights; (j) technical know-how; (k) trade secret rights; (l) trademark rights and the goodwill associated with same; (m) all other proprietary or intellectual property rights of any kind or nature therein; and (n) all of the assets, properties, contracts, rights, and obligations relating thereto, including the right to recover for damages and profits and any and all other remedies for past infringement, which may have occurred before the date of this Assignment, the same to be held and enjoyed by the Assignee, for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said Intellectual Property Assets

are granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made (the "Intellectual Property Rights").

2. Further Documentation and Actions. Assignor shall execute and deliver to Assignee any further documents and instruments and perform other reasonable acts when and as reasonably requested by Assignee to vest in Assignee, its successors, assigns, and nominees, all of Assignor's right, title, and interest in and to the Intellectual Property Rights, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office, United States Copyright Office, and any other appropriate governmental authority or agency throughout the world. Assignor agrees to provide, at Assignee's expense, additional evidence to support the foregoing if such evidence is considered necessary by Assignee, is in Assignor's possession or control, and is reasonably available and retrievable.

3. Construction. This Assignment: (a) is governed by Delaware law, excluding its conflicts of laws principles; (b) may be executed in multiple counterparts; and (c) supersedes any oral or written agreement, understanding, discussion, or other documentation to the contrary.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be duly executed by its officers thereunto duly authorized as of the 31st day of August 2009.

ASSIGNOR:

Address of Assignors:

EG Technology Inc.
75 5th Street NW Suite 410
Atlanta, GA 30308

EG Technology Inc.

By: 

Name: Jeffrey Donahue

Title: CEO

ASSIGNEE:

Address of Assignee

Arris Group, Inc.
3871 Lakefield Drive
Suwanee, Georgia 30024

Arris Group, Inc.

By: 

Name: Lawrence A. Margolis

Title: EVP & General Counsel