

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digeo, Inc.		09/22/2009	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: 1			
Property Type	Number	Word Mark	
Serial Number:	77320001	MOXI	
CORRESPONDENCE DATA			
Fax Number:	(678)473-8095		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	678-473-8593		
Email:	legal-notices@arrisi.com		
Correspondent Name:	Denise Motley		
Address Line 1:	3871 Lakefield Drive		
Address Line 4:	Suwanee, GEORGIA 30024		
ATTORNEY DOCKET NUMBER:	MOXI TM US-1		
NAME OF SUBMITTER:	Jerry C. Liu		
Signature:	/Jerry C. Liu/		
Date:	06/24/2010		

CH 77320001 \$40.00

**Total Attachments: 11**

source=Digeo Asset Purchase Agreement - TM#page1.tif  
source=Digeo Asset Purchase Agreement - TM#page2.tif  
source=Digeo Asset Purchase Agreement - TM#page3.tif  
source=Digeo Asset Purchase Agreement - TM#page4.tif  
source=Digeo Asset Purchase Agreement - TM#page5.tif  
source=Digeo Asset Purchase Agreement - TM#page6.tif  
source=Digeo Asset Purchase Agreement - TM#page7.tif  
source=Digeo Asset Purchase Agreement - TM#page8.tif  
source=Digeo Asset Purchase Agreement - TM#page9.tif  
source=Digeo Asset Purchase Agreement - TM#page10.tif  
source=Digeo Asset Purchase Agreement - TM#page11.tif

**Exhibit 2.1**

**ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN**

**ARRIS GROUP, INC.,**

**DIGEO, INC.**

**AND**

**VULCAN VENTURES INC.**

**September 22, 2009**

.....

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of September 22, 2009 (the “**Agreement Date**”), by and between ARRIS Group, Inc., a Delaware corporation (“**Buyer**”), Digeo, Inc., a Delaware corporation (“**Seller**”) and Vulcan Ventures Inc., a Washington corporation (“**Vulcan**” and, together with Seller, the “**Seller Parties**”).

RECITALS

A. The Board of Directors of Seller has determined that it would be advisable and in the best interests of Seller and its stockholders that Buyer purchase from Seller, and Seller sell, transfer and assign (or cause to be sold, transferred and assigned) to Buyer, certain of the assets of Seller, all on the terms set forth herein (the “**Asset Purchase**”), and, in furtherance thereof, has approved the Asset Purchase and the other transactions contemplated by this Agreement.

B. Vulcan is the majority stockholder of Seller and as of the date hereof is entering into the Patent Purchase Agreement (as defined herein) with Buyer for the sale by Vulcan to Buyer of certain patent applications, patents, and/or related foreign patents and applications.

C. The Seller Parties and Buyer desire to make certain representations, warranties, covenants and other agreements in connection with the Asset Purchase as set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I  
PURCHASE AND SALE

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

“**Action**” means any claim, action, suit, litigation, arbitration or proceeding by or before any Governmental Entity or arbitrator.

“**Adverse Consequence**” means all Orders, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, Taxes, interest, Encumbrances, losses, expenses and fees, including all reasonable accounting, consultant and attorneys’ fees and court costs, costs of expert witnesses and other expenses of litigation.

“**Affiliate**” has the meaning set forth in Rule 145 promulgated under the Securities Act.

“**Ancillary Agreements**” means all agreements and documents executed in connection with this Agreement and the transactions contemplated hereby, including the Patent Purchase Agreement.

“**Assigned Patent Rights**” has the meaning set forth in the Patent Purchase Agreement.

“**Authority**” means any governmental, regulatory or administrative body, agency or authority, any court of judicial authority, any arbitrator or any public, private or industry regulatory authority, in each case, whether foreign, federal, state or local.

“**Business**” means the business of Seller and the Seller Subsidiaries relating to media center products, including set-top boxes, interactive program guides and related features, and services, including TV portal services and all design, manufacture, commercialization and promotional efforts related thereto.

“**Business Day**” means a day (a) other than Saturday or Sunday and (b) on which commercial banks are open for business in Seattle, Washington.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Contract**” means any written legally binding contract, instrument, commitment, lease, sublease, arrangement, undertaking or other agreement as of the date hereof or as may hereafter be in effect.

“**Deferred Payment**” means \$4,000,000 withheld from the Patent Purchase Price (as defined in the Patent Purchase Agreement).

“**Digeo Interactive**” means Digeo Interactive, LLC, a Delaware limited liability company.

“**Employee Benefit Plan**” means any benefit or compensation plan, policy, agreement or arrangement that is an “employee benefit plan” within the meaning of Section 3(3) of ERISA, and any other written or oral plan, policy, agreement or arrangement (whether or not subject to ERISA) involving direct or indirect compensation, including health, dental, vision or life insurance coverage, vacation, loans, fringe benefits, severance benefits, unemployment benefits, change in control plans or agreements, disability benefits, retirement income, deferred compensation, bonuses, stock options, stock ownership or purchase, phantom stock, stock appreciation, stock based or other forms of incentive compensation, bonus or post-retirement compensation or benefits.

“**Employees**” means all employees of Seller and the Seller Subsidiaries immediately before the Closing.

“**Encumbrance**” means any lien (statutory or otherwise), pledge, mortgage, easement, encroachment, right of possession, lease, security interest, encumbrance, preference, priority or security agreement of any kind or nature whatsoever (including the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement) or other restriction on transfer, except for: (i) liens or other imperfections of title that would not be reasonably likely to, individually or in the aggregate, materially impair the value of, or the ability to sell or license, the Purchased Assets; (ii) liens and encumbrances for Taxes, assessments or other government charges not yet due or which are being contested in good faith; (iii) vendor’s liens related to the accounts payable assumed by Buyer pursuant to Section 1.4(i) not exceeding the unpaid purchase price of the encumbered asset; and (iv) non-exclusive licenses and agreements entered into in the ordinary course of business.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**ERISA Affiliate**” means any other entity that, together with Seller or any Seller Subsidiary, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

“**GAAP**” means generally accepted accounting principles in the United States consistently applied.

“ **Governmental Entity** ” means any national, state, local or foreign government, any court, tribunal, administrative agency, commission or other governmental official, authority or instrumentality, in each case whether domestic or foreign.

“ **Indebtedness** ” means all (a) indebtedness for borrowed money or for the deferred purchase price of property or services (including reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers’ acceptances, whether or not matured), including the current portion of such indebtedness, (b) obligations evidenced by notes, bonds, debentures or similar instruments or by letters of credit or similar arrangements relating to Seller or the Seller Subsidiaries, including purchase money obligations or other obligations relating to the deferred purchase price of property (other than trade payables incurred in the ordinary course of business), (c) capital lease obligations, (d) obligations under direct or indirect guaranties in respect of Liabilities of others, (e) obligations in respect of outstanding or unpaid checks or drafts or overdraft obligations and (f) accrued interest, prepayment premiums or penalties related to any of the foregoing.

“ **Intellectual Property Rights** ” means worldwide industrial and intellectual property rights and all rights associated therewith, including: all patents and patent applications and all reissues, divisions, renewals, reexaminations, extensions, provisionals, continuations and continuations-in-part thereof and similar or equivalent rights in inventions and discoveries; all inventions (whether patentable or not), discoveries, invention disclosures, improvements, trade secrets, rights in proprietary information, and know how; all trade names, corporate names, fictitious names, brand names, product names, common law trademarks and service marks, trademark and service mark registrations and applications therefor, trade dress, logos, symbols, slogans, internet domain names, and all goodwill associated therewith and/or symbolized thereby; all works of authorship, copyrights, copyright registrations, renewals, and applications therefor; all computer programs, systems, applications, and software, including all source code, object code, firmware, and development tools; all designs, schematics, specifications, manufacturing and other processes, and rights in prototypes and other products; all websites and all designs related thereto; all databases and data collections, including customer and supplier lists, and all rights therein; all moral and economic rights of authors and inventors, however denominated; any similar or equivalent rights to any of the foregoing; and the right to sue for past, present, and future infringement of any or all of the foregoing.

“ **IRS** ” means the Internal Revenue Service.

“ **knowledge** ” means, with respect to any fact, circumstance, event or other matter in question, the actual knowledge of such fact, circumstance, event or other matter of the executive officers of Seller and the Seller Subsidiaries (with respect to Seller) set forth on Schedule 1.1 (i) hereto and with respect to Vulcan, those individuals set forth on Schedule 1.1(ii) hereto.

“ **Legal Requirements** ” means any federal, state, foreign, local, municipal or other law, statute, constitution, principle of common law, Order, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Entity, including any Environmental, Health, and Safety Requirement.

“ **Liability** ” means any obligation or liability, including any liability for Taxes.

“ **Material Adverse Effect** ” means an effect that is or could reasonably be expected to (a) be materially adverse to the assets, liabilities, condition (financial or otherwise), results of operation or the Purchased Assets, taken as a whole, or (b) materially impair or delay the consummation of the transactions contemplated hereby, except to the extent that any such effect results from: (i) changes in

general economic conditions (provided that such changes do not affect Seller in a substantially disproportionate manner), (ii) changes affecting the industry generally in which Seller operates (provided that such changes do not affect Seller in a substantially disproportionate manner), (iii) acts of God, or acts of war, terrorism, violence or other political events, (iv) changes in applicable laws or accounting principles after the date hereof, (v) any failure by Seller to meet internal projections or forecasts or revenue or earnings predictions for any period ending on or after the date hereof, (vi) the announcement or pendency of the Asset Purchase (including any cancellation of or delays in customer orders, any reduction in sales, any disruption in supplier, distributor, partner or similar relationships), (vii) continued incurred losses or (viii) compliance with the terms of, or the taking of any action required by, this Agreement.

“ **Moxi** ” means Moxi Digital, Inc., a California corporation.

“ **Order** ” means any decree, order, judgment, writ, award, injunction, stipulation or consent of or by any Governmental Entity.

“ **Permit** ” means any franchise, grant, authorization, license, certification, permit, easement, variance, exception, consent, certificate, approval and order of any Governmental Entity.

“ **Person** ” means any natural person, company, corporation, limited liability company, general partnership, limited partnership, trust, proprietorship, joint venture, business organization or Governmental Entity.

“ **Post-Closing Taxes** ” means any Taxes (other than Transfer Taxes) for any period (or portion thereof) beginning on or after the Closing Date and any portion of a Straddle Tax Period beginning after the Closing Date that relate to, or are incurred with respect to, the Business, a Purchased Asset, an Assumed Liability, or any employee of Buyer (including any Transferred Employee).

“ **Pre-Closing Taxes** ” means any Taxes (other than Transfer Taxes) for any period (or portion thereof) ending on or before the Closing Date that relate to, or are incurred with respect to, the Business, a Purchased Asset, an Assumed Liability, or any employee of Seller or any Seller Subsidiary (including any Transferred Employee), whether accrued on, before or after the Closing Date.

“ **Securities Act** ” means the Securities Act of 1933, as amended.

“ **Seller Plan** ” means each Employee Benefit Plan currently maintained or contributed to by Seller, any Seller Subsidiary or any ERISA Affiliate, or in respect of which Seller, any Seller Subsidiary or any ERISA Affiliate has or may have any Liability, and covering current or former employees, independent contractors, consultants, temporary employees and current or former directors of Seller or any Seller Subsidiary.

“ **Seller Subsidiary** ” means each Subsidiary of Seller.

“ **Seller Net Working Capital** ” means (A) the sum of Seller’s (i) accounts receivable and (ii) inventory less (B) the sum of (i) Seller’s accounts payable (excluding up to \$1,000,000 in accounts payable, which Seller shall be permitted to retain) and (ii) accrued expenses (each, as defined by and determined in accordance with GAAP), in the form set forth on Schedule 1.1 (iii) hereto.

“ **Seller Net Working Capital Certificate** ” means a certificate executed by the Chief Executive Officer of the Seller dated as of the Closing Date, certifying the amount of Seller Net Working Capital as of the Closing Date (including (i) an itemized list of each element of the Seller’s accounts

receivable and inventory, and (ii) an itemized list of each element of the Seller's accounts payable and accrued expenses).

“ **Straddle Tax Period** ” shall mean any Tax period which includes, but does not end on, the Closing Date.

“ **Subsidiary** ” of a specified entity means any corporation, association, business entity, partnership, limited liability company or other Person of which the specified entity, either alone or together with one or more Subsidiaries or by one or more other Subsidiaries directly or indirectly owns or controls securities or other interests representing more than fifty percent (50%) of the voting power of such Person.

“ **Tax** ” (and, with correlative meaning, “ **Taxes** ” and “ **Taxable** ”) means (i) all taxes, charges, fees, duties (including custom duties), levies, or other assessments, including, any net income, alternative or add-on minimum tax, gross income, estimated, net or gross receipts, sales, use, ad valorem, value added, transfer, franchise, capital stock, profits, license, registration, withholding, payroll, social security (or equivalent), employment, unemployment, disability, excise, severance, stamp, capital gains, net or gross proceeds, real property, personal property (whether tangible or intangible), gaming, capital, lease, occupational, equalization, environmental, or other taxes, charges or fees assessed by any Governmental Entity, including any interest, penalties, or additions to tax attributable thereto; and (ii) any liability for the payment of amounts with respect to payments of a type described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group, or as a result of any obligation under any tax sharing arrangement or tax indemnity agreement.

“ **Tax Return** ” means any return, statement, report or form (including estimated Tax returns and reports, withholding Tax returns and reports, any schedule or attachment, and information returns and reports) required to be filed or supplied to a third party with respect to Taxes.

“ **Total Consideration** ” means the Purchase Price plus the Patent Purchase Price (as defined in the Patent Purchase Agreement).

“ **Transferred Employee** ” means any Employee of Seller or a Seller Subsidiary who accepts employment with Buyer and commences such employment at Closing.

1.2 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and the Seller Subsidiaries, and Seller agrees to, and to cause the Seller Subsidiaries to, sell, transfer, convey, assign and deliver to Buyer at the Closing (as defined in Section 1.8), free and clear of all Encumbrances, the following assets, rights and properties of Seller and the Seller Subsidiaries, whether tangible or intangible, real, personal or mixed, wherever located, and whether or not carried and reflected on the books of Seller and the Seller Subsidiaries relating to, used or employed in connection with the Business (collectively, the “ **Purchased Assets** ”):

(i) the Seller Products;

(ii) all of the rights to and interest of Seller and each Seller Subsidiary in Intellectual Property Rights, including the Seller Registered Intellectual Property Rights;

(iii) all rights of Seller and each Seller Subsidiary under those Contracts set forth on Schedule 1.2(iii) (the “ **Assigned Contracts** ”);



(iv) all computers, equipment, furniture and other tangible assets of Seller and the Seller Subsidiaries;

(v) Seller's rights to and interest in those patents set forth on Schedule 1.2(v) (the "**IPDN Patents**");

(vi) all accounts receivable;

(vii) except as set forth in Section 1.3(i) and on Schedule 1.3(iii), all cash and cash equivalents on hand, in banks or in transit and any and all marketable securities;

(viii) all inventory, consumable supplies, spare parts and repair materials and any and all other inventories of Seller and the Seller Subsidiaries ("**Inventories**");

(ix) the goodwill associated with the Purchased Assets;

(x) all transferable Permits;

(xi) all of the right, title and interest of Seller and each Seller Subsidiary in choses in action, claims and causes of action or rights of recovery or set-off of every kind and character, whether mature, contingent or otherwise, whether in tort, contract or otherwise, including under or pursuant to warranties, representations and guarantees made by manufacturers, suppliers, vendor or other Persons, in each case only to the extent they are not related to the Excluded Assets or the Excluded Liabilities; and

(xii) rights to the names "Digeo" and "Moxi" and all derivatives thereof and all trademarks related thereto.

1.3 Excluded Assets. For the avoidance of doubt, Seller and the Seller Subsidiaries shall retain and not sell, assign, transfer or deliver, and Buyer shall not purchase, acquire, or have any ownership claim of right in respect of the following assets (collectively, the "**Excluded Assets**") of Seller and the Seller Subsidiaries:

(i) (A) \$1,000,000 in restricted cash related to the Letter of Credit, dated as of December 5, 2007, as amended, between Digeo Interactive and Uniham Corporation and (B) restricted cash related to the letter of credit issued in connection with the lease between Seller and University Ave. Real, LLC for the property located at 151 University Avenue, Palo Alto, California;

(ii) all Contracts other than the Assigned Contracts;

(iii) the rights, assets and properties described in Schedule 1.3(iii) under the heading "Excluded Assets";

(iv) Seller and the Seller Subsidiaries' seals, if any, minute books and corporate record books, the general ledgers and books of original entry, all income Tax Returns and other income Tax records;

(v) All refunds, rights of recovery and other rights relating to Taxes of the Seller and the Seller Subsidiaries;

Neither Seller nor any Seller Subsidiary has received any written notice from any Governmental Entity regarding any (i) actual or possible material violation of a Legal Requirement or any Seller Authorization or any failure to comply with any term or requirement of any Seller Authorization or (ii) actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any Seller Authorization. To the knowledge of Seller, there is no threatened revocation, withdrawal, suspension, cancellation, termination or modification of any Seller Authorization.

## 2.5 Taxes.

(a) Seller and each Seller Subsidiary have complied in all material respects with all Legal Requirements relating to Taxes with respect to the Purchased Assets, have properly completed and timely filed all Tax Returns required to be filed by them prior to the Closing Date and have timely paid all Taxes required to be paid by them for which payment is due or for which they could be liable as a result of transferee liability, joint and several liability, contractual liability, or otherwise. All such Tax Returns are true, correct and complete in all material respects. To the extent that the Buyer would have successor liability or a lien would be placed on any of the Purchased Assets, neither Seller nor any Seller Subsidiary has any liability for Taxes in excess of the amount so paid or accruals or reserves so established, in each case, with respect to the Purchased Assets.

(b) There are no existing Encumbrances for Taxes on any of the Purchased Assets (except for Encumbrances for Taxes that are not yet due and payable).

(c) Seller and each Seller Subsidiary have (i) withheld all required amounts from payments to their respective employees, agents, contractors, nonresidents, and other third parties and timely remitted such amounts to the proper Governmental Entity in accordance with applicable Legal Requirements; (ii) timely paid all employment Taxes with respect to their respective employees (including all Transferred Employees); and (iii) timely filed all Tax Returns relating to withholding, employment and unemployment Taxes with the appropriate Governmental Entity in accordance with applicable Legal Requirements.

(d) No portion of the cost of any of the Purchased Assets was financed directly or indirectly from the proceeds of any tax exempt state or local government obligation described in Section 103(a) of the Code. None of the Purchased Assets is tax exempt use property under Section 168(h) of the Code. None of the Purchased Assets constitutes an interest in any arrangement taxed as a corporation or partnership for any income tax purposes.

(e) Neither Seller nor any Seller Subsidiary has extended any statute of limitations relating to any Taxes for which Buyer could be liable under this Agreement or pursuant to applicable Legal Requirements. With respect to any Taxes relating to the Purchased Assets for which Buyer could be liable under this Agreement or pursuant to applicable Legal Requirements, no audits or other proceedings are ongoing or, to the knowledge of Seller, threatened with respect to any Taxes of Seller or any Seller Subsidiary (including any Pre-Closing Taxes).

## 2.6 Intellectual Property.

(a) As used in this Agreement, the following terms shall have the meanings indicated below:

(i) “***Seller IP Rights***” means (A) the Intellectual Property Rights included in the Purchased Assets and (B) the Assigned Patent Rights.

(ii) “***Seller-Owned IP Rights***” means Seller IP Rights that are owned by a Seller Party, including the Assigned Patent Rights.

(iii) “***Seller Registered Intellectual Property Rights***” means (A) the United States, international and foreign: (w) patents and patent applications (including provisional applications) (“***Patents***”); (x) registered trademarks, applications to register trademarks, intent-to-use applications, or other registrations or applications related to trademarks (“***Trademarks***”); (y) registered Internet domain names; and (z) registered copyrights and applications for copyright registration; registered or filed in the name of, a Seller Party or any Seller Subsidiary and listed in Schedule 2.6(a)(iii) of the Seller Disclosure Letter, and (B) the Assigned Patent Rights.

(iv) “***Third Party Intellectual Property Rights***” means any Intellectual Property Rights owned by a third party.

(v) “***Seller Products***” means all software, products or services that are, as of the Closing Date, designed, produced, marketed, licensed, sold, used, distributed or performed by or on behalf of Seller or any Seller Subsidiary.

(vi) “***Seller Software***” means all computer software, databases and data collections and all rights thereto, including all enhancements, versions, releases and updates of the foregoing, developed by or for Seller or any Seller Subsidiary as of the Closing. Seller Software includes all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded.

(vii) “***Seller Source Code***” means, collectively, any software source code or confidential manufacturing specifications or designs, any material portion or aspect of software source code or confidential manufacturing specifications or designs, or algorithm contained in any software source code or confidential manufacturing specifications or designs, of any Seller-Owned IP Rights or Seller Products.

(b) Either a Seller Party or a Seller Subsidiary owns and has good and exclusive title to each item of Seller-Owned IP Rights that is material to the Business and each item of Seller Registered Intellectual Property Rights, free and clear of any Encumbrances, that would in the aggregate constitute a Material Adverse Effect. Except as set forth on Schedule 2.6(b) of the Seller Disclosure Schedule, no other royalties or other consideration are payable by either Seller Party or any Seller Subsidiary in connection with its use and enjoyment of Seller-Owned IP Rights.

(c) Each license, sublicense or other Contract to which a Seller Party or any Seller Subsidiary is a party or by which a Seller Party or any Seller Subsidiary is bound under which any right, title or interest in and/or ownership of any Seller IP Rights, or any prior version thereof (“***Seller License***”), was acquired, is granted by a Seller Party or a Seller Subsidiary to another Person, or is granted by another Person to a Seller Party or a Seller Subsidiary, is a valid and binding obligation of such Seller Party or such Seller Subsidiary and, to the knowledge of Seller and Vulcan, of each other party thereto. To the knowledge of Seller, neither Seller, any Seller Subsidiary nor, any other Person, is in breach or violation of, or default under, any Seller License, and no event has occurred, is pending or is threatened, which, after the giving of notice, with lapse of time, or otherwise, would constitute a breach or default by Seller, any Seller Subsidiary or any other Person under any Seller License that is material to the Business. Except as set forth in Schedule 2.6(c) of the Seller Disclosure Letter, the consummation of the transactions contemplated by this Agreement will neither violate nor result in the breach, modification, cancellation, termination, or suspension of a Seller License.

either Party. Nothing in this Section 8.9 will prevent any Party from resorting to judicial proceedings if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful or (ii) interim relief from a court is necessary to prevent serious and irreparable injury to one Party or to others.

(d) Buyer and each of the Seller Parties shall bear its own costs of mediation or ADR, but Buyer, on the one hand, and the Seller Parties, on the other hand, agree to share the costs of the mediation or ADR equally.

8.10 Amendment; Extension; Waiver. Subject to the provisions of applicable law, the parties hereto may amend this Agreement at any time pursuant to an instrument in writing signed on behalf of each of the parties hereto. At any time, either party hereto may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. Without limiting the generality or effect of the preceding sentence, no delay in exercising any right under this Agreement shall constitute a waiver of such right, and no waiver of any breach or default shall be deemed a waiver of any other breach or default of the same or any other provision in this Agreement.

8.11 Rules of Construction. The parties hereto have been represented by counsel during the negotiation, preparation and execution of this Agreement and the Ancillary Agreements and, therefor, hereby waive, with respect to this Agreement and the Ancillary Agreements, each schedule and each exhibit attached hereto or thereto, the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

8.12 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE ANCILLARY AGREEMENTS OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Buyer, Seller and Vulcan has caused this Asset Purchase Agreement to be executed and delivered by its respective officer thereunto duly authorized, all as of the date first written above.

**ARRIS GROUP, INC.**

By: /s/ Lawrence A. Margolis  
Name: Lawrence A. Margolis  
Title: E.V.P.

**DIGEO, INC.**

By: /s/ Gregory Gudorf  
Name: Gregory Gudorf  
Title: Chief Executive Officer

**VULCAN VENTURES INC.**

By: /s/ Martha Fuller  
Name: Martha Fuller  
Title: Vice President

.....