

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	SECURITY INTEREST														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>CIT GROUP BUSINESS,THE/CREDIT, INC.</td> <td></td> <td>12/30/2003</td> <td>CORPORATION: NEW YORK</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	CIT GROUP BUSINESS,THE/CREDIT, INC.		12/30/2003	CORPORATION: NEW YORK				
Name	Formerly	Execution Date	Entity Type												
CIT GROUP BUSINESS,THE/CREDIT, INC.		12/30/2003	CORPORATION: NEW YORK												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>ELECTRONIC CONNECTOR CORPORATION OF ILLINOIS</td> </tr> <tr> <td>Street Address:</td> <td>6332 South Central Avenue</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60638</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: ILLINOIS</td> </tr> </table>				Name:	ELECTRONIC CONNECTOR CORPORATION OF ILLINOIS	Street Address:	6332 South Central Avenue	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60638	Entity Type:	CORPORATION: ILLINOIS
Name:	ELECTRONIC CONNECTOR CORPORATION OF ILLINOIS														
Street Address:	6332 South Central Avenue														
City:	Chicago														
State/Country:	ILLINOIS														
Postal Code:	60638														
Entity Type:	CORPORATION: ILLINOIS														
PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1678894</td> <td>ECCO</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	1678894	ECCO						
Property Type	Number	Word Mark													
Registration Number:	1678894	ECCO													
CORRESPONDENCE DATA															
Fax Number: (678)473-8095 Phone: 678.473.8954 Email: trademarks-arris@arrisi.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Correspondent Name: Gaines P. Carter Address Line 1: 3871 Lakefield Drive Address Line 4: Suwanee, GEORGIA 30024															
ATTORNEY DOCKET NUMBER:	ECCO LIEN RELEASE														
NAME OF SUBMITTER:	Gaines P. Carter														
Signature:	/Gaines P. Carter/														

CH \$40.00 1678894

Date:

01/09/2012

Total Attachments: 11

source=Termination Agreement & Release#page1.tif
source=Termination Agreement & Release#page2.tif
source=Termination Agreement & Release#page3.tif
source=Termination Agreement & Release#page4.tif
source=Termination Agreement & Release#page5.tif
source=Termination Agreement & Release#page6.tif
source=Termination Agreement & Release#page7.tif
source=Termination Agreement & Release#page8.tif
source=Termination Agreement & Release#page9.tif
source=Termination Agreement & Release#page10.tif
source=Termination Agreement & Release#page11.tif

TERMINATION AGREEMENT AND RELEASE

THIS TERMINATION AGREEMENT AND RELEASE (this "Termination Agreement") is made and entered into this 30th day of December, 2003 by and among **ARRIS INTERNATIONAL, INC.**, a Delaware corporation ("Company"), **ARRIS INTERACTIVE L.L.C.**, a Delaware limited liability company ("Arris"), **EACH OF COMPANY'S SUBSIDIARIES LISTED ON THE SIGNATURE PAGES HEREOF** (Company, Arris and each such subsidiary are individually referred to herein as a "Borrower" and, collectively, on a joint and several basis, as the "Borrowers"), **THE FINANCIAL INSTITUTIONS LISTED ON THE SIGNATURE PAGES HEREOF** (each individually referred to herein as a "Lender" and collectively as the "Lenders"), and **THE CIT GROUP/BUSINESS CREDIT, INC.** ("CIT"), as administrative agent, collateral agent and syndication agent for Lenders (in such capacity, "Agent").

RECITALS

WHEREAS, Borrowers, Lenders and Agent are party to that certain Credit Agreement dated as of August 3, 2001 (as amended, the "Credit Agreement"; terms with initial capital letters not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement);

WHEREAS, Borrowers wish to terminate the Credit Agreement; and

WHEREAS, Borrowers, Lenders and Agent wish to enter into certain agreements in connection with such termination;

NOW THEREFORE, in consideration of the foregoing promises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Termination Date.** The Credit Agreement is hereby amended by striking, in the definition of "Revolving Loan Commitment Termination Date," the date "August 3, 2004" and inserting in lieu thereof the date "December 30, 2003".

2. **Letters of Credit.**

(a) The parties acknowledge and agree that the following Letters of Credit are presently outstanding pursuant to the Credit Agreement (collectively the "Outstanding LC's"), in an aggregate maximum amount at any time available for drawing under such Outstanding LC's equal to \$ 5,577,464.14 (collectively the "Outstanding LC's Amount", and individually, an "Outstanding LC Amount");

LC#	ISSUE DATE	EXP DATE	TYPE	ISSUING BANK	BENEFICIARY	AMOUNT
T220231	12/14/2001	3/28/2004	STANDBY	JP MORGAN CHASE	ABN AMRO BANK	557,377.97
T228106	7/24/2002	7/31/2004	STANDBY	JP MORGAN CHASE	HEWLETT PACKARD CO.	400,000.00
T231092	10/23/2002	6/4/2004	STANDBY	JP MORGAN CHASE	JOHN MEZZALINGUA ASSOCS.	11,560.00
T237591	5/20/2003	7/31/2004	STANDBY	JP MORGAN CHASE	2400 OGDEN AVE LIMITED	1,900,000.00
T238458	6/16/2003	6/30/2004	STANDBY	JP MORGAN CHASE	SANTANDER CENTRAL	92,122.50
T238786	6/26/2003	6/30/2004	STANDBY	JP MORGAN CHASE	ZURICH AMERICAN INSURANCE	534,419.00
T239315	7/15/2003	7/15/2004	STANDBY	JP MORGAN CHASE	EQUIPMENT FINANCE/CIT GROUP	1,596,984.67
T240706	8/28/2003	6/30/2004	STANDBY	JP MORGAN CHASE	FEDERAL INSURANCE CO.	485,000.00

\$5,577,464.14

(b) Borrowers shall deliver to Agent, for the benefit of the Lenders, by wire transfer to the following designated account of Agent ("Agent's Account"), an amount of cash equal to one hundred and ten percent (110%) of the Outstanding LC's Amount (collectively, the "Cash Collateral"), which Cash Collateral is hereby pledged to Agent, for the benefit of the Agent and the Lenders, to secure and satisfy any and all obligations of the Borrowers to the Agent or the Lenders in respect of any of the Outstanding LC's, together with any related fees or expenses due and owing under the Credit Agreement and/or incurred in connection herewith (collectively the "Remaining Obligations"):

JP Morgan Chase, NY
 ABA # 021000021
 For the account of: The CIT Group/Business Credit
 Account # 144026613
 Reference: Arris International, Inc.

(c) With respect to each Outstanding LC, a portion of the Cash Collateral equal to 100% of the related Outstanding LC Amount (to the extent not used to reimburse Agent or Lenders for draws on the applicable Letter of Credit, or any fees and expenses related thereto) will be released to the Borrowers upon receipt by Agent of (i) the original of such Letter of Credit, or (ii) confirmation from the beneficiary thereof, reasonably satisfactory to Agent, that such Letter of Credit, and any obligations and draw rights thereunder, have been terminated.

(d) Upon satisfaction in full of all of the Remaining Obligations, Agent shall return the remaining balance, if any, of the Cash Collateral to Borrowers by wire transfer.

3. Release of Collateral.

(a) At 11:59 p.m. on the Termination Agreement Effective Date (hereinafter defined), any and all Commitments of the Lenders under the Credit Agreement (and any and all financing arrangements set forth therein or in any other Loan Document), all Secured Obligations (except the Remaining Obligations and those obligations of the Borrowers that, by

TRADEMARK

REEL: 004694 FRAME: 0542

their express terms, survive termination of the Credit Agreement (the "Surviving Obligations") shall be deemed satisfied in full, and all security interests and Liens of the Agent and the Lenders in and on any of the Collateral (except the Cash Collateral) shall be deemed terminated and released, and thereafter, Agent and Lenders shall execute and deliver to the Borrowers such instruments and other documents evidencing, effecting or confirming any of such releases, as may be requested by, and prepared by and at the expense of, Borrowers, in such form as may be reasonably acceptable to the Agent. To the fullest extent permitted under applicable law, Agent and Lenders hereby authorize Borrowers, at any time after the Termination Agreement Effective Date, to file, in the name of and on behalf of the Agent and the Lenders, any and all instruments or other documents evidencing, effecting or confirming any of such releases.

(b) Within ten (10) Business Days after the occurrence of the Termination Agreement Effective Date, Agent shall return to the Borrowers all of those Loan Documents and items of Collateral in the possession of Agent and listed on **Schedule A** attached hereto, by depositing the same (individually or collectively, in one or more mailings), in one or more envelopes addressed to the Borrowers at the address for notices set forth in the Credit Agreement, in the U.S. Mail, certified mail, return receipt requested.

4. **Effectiveness of Termination Agreement.** This Termination Agreement shall become effective, and the Termination Agreement Effective Date shall be deemed to occur, on the first Business Day on which all of the following conditions have been satisfied:

(a) The Cash Collateral has been received in the Agent's Account in the form of collected funds; and

(b) The Agent has received at least one complete duplicate original hereof, signed by all parties other than Agent.

5. **Release.** Borrowers, for themselves and on behalf of their respective successors, assigns, and present and future partners, managers, officers, employees, agents and attorneys, hereby remise, release and forever discharge Agent, Lenders and their respective present and former officers, directors, stockholders, employees, agents, attorneys, successors and assigns from any and all claims, rights, actions, causes of action, suits, liabilities, defenses, damages and costs, other than (i) any obligations of Agent or the Lenders in respect of any of the Outstanding LC's and (ii) the express obligations and undertakings of Agent and Lenders under this Termination Agreement, that: (a) exist or may exist as of the date hereof, and (b) arise from or are otherwise related to the Credit Agreement or the other Loan Documents, any transactions contemplated thereby, the administration of the Loans and other financial accommodations made thereunder, the collateral security given in connection therewith, or any related discussions or negotiations, in each case, whether known or unknown, suspected or unsuspected. Borrowers waive any and all claims, rights and benefits it may have under any law of any jurisdiction that would render ineffective a release made by a creditor of claims that the creditor does not know or suspect to exist in its favor at the time of executing the release and that, if known by it, would have materially affected its settlement with the applicable debtor. Borrowers acknowledge that: (i) they have been represented by independent legal counsel of their own choice throughout all of the discussions and negotiations that preceded the execution of this Termination Agreement and that they have executed this Termination Agreement after having received the advice of such

independent legal counsel, and (ii) they and their counsel have had an adequate opportunity to make whatever investigation or inquiry they deemed necessary or desirable in connection with the release contained in this Section 5.

6. **General.** Each of the respective parties agrees to take such further action as any other party shall reasonably request, at the expense of the Borrowers, in connection herewith to evidence and implement the agreements herein contained. This Termination Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. The Credit Agreement, as amended hereby, shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto. This Termination Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, but without giving effect to principles or conflicts of laws thereof. This Termination Agreement may not be modified, altered or amended except by agreement in writing signed by all of the parties hereto. This Termination Agreement shall be construed without regard to any presumption or rule requiring that it be construed against the party causing this Termination Agreement or any part hereof to be drafted.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ARRIS INTERNATIONAL, INC.

By: Lawrence A. Margolis
Name: Lawrence A. Margolis
Title: Executive Vice President, Chief
Financial Officer and Secretary

ARRIS INTERACTIVE L.L.C.

By: Lawrence A. Margolis
Name: Lawrence A. Margolis
Title: Executive Vice President

SUBSIDIARIES:

ANTEC ASSET MANAGEMENT COMPANY

By: Lawrence A. Margolis
Name: Lawrence A. Margolis
Title: President

ANTEC LICENSING COMPANY

By: Lawrence A. Margolis
Name: Lawrence A. Margolis
Title: President

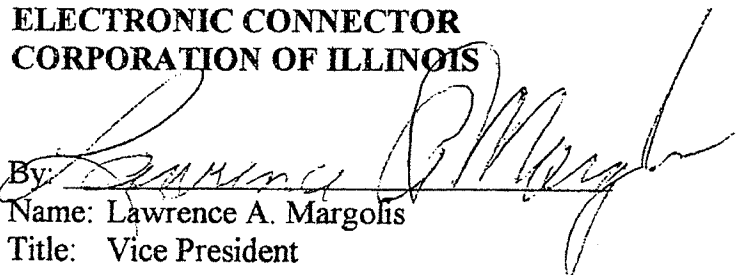
TEXSCAN CORPORATION

By: Lawrence A. Margolis
Name: Lawrence A. Margolis
Title: Chairman of the Board

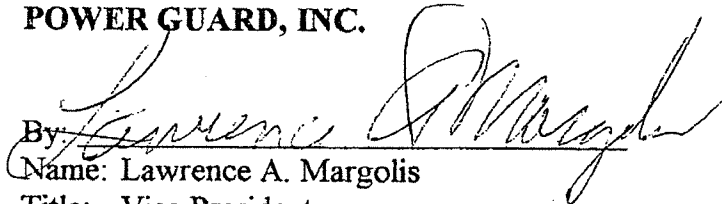
TRADEMARK

REEL: 004694 FRAME: 0545

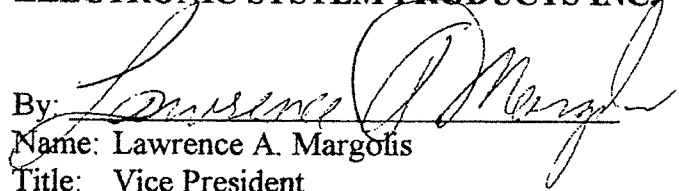
**ELECTRONIC CONNECTOR
CORPORATION OF ILLINOIS**

By: 
Name: Lawrence A. Margolis
Title: Vice President

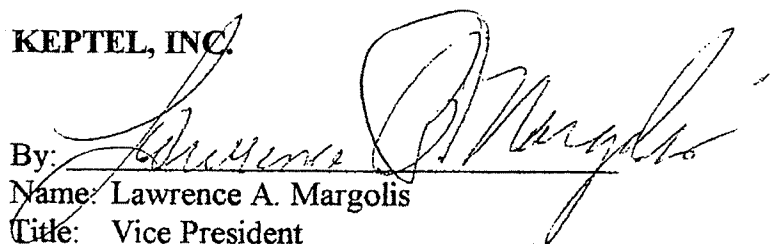
POWER GUARD, INC.

By: 
Name: Lawrence A. Margolis
Title: Vice President

ELECTRONIC SYSTEM PRODUCTS INC.

By: 
Name: Lawrence A. Margolis
Title: Vice President

KEPTEL, INC.

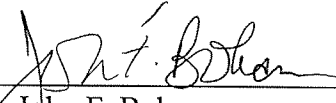
By: 
Name: Lawrence A. Margolis
Title: Vice President

[Lenders' Signatures Follow on Next Page]

TRADEMARK

REEL: 004694 FRAME: 0546

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Lender, Administrative Agent, Syndication
Agent and Collateral Agent

By: 
Name: John F. Bohan
Title: Vice President

**CONGRESS FINANCIAL CORPORATION
(SOUTHWEST)**

By: _____
Name: _____
Title: _____

FLEET CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

GMAC COMMERCIAL CREDIT LLC

By: _____
Name: _____
Title: _____

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Lender, Administrative Agent, Syndication
Agent and Collateral Agent

By: _____
Name: John F. Bohan
Title: Vice President

GMAC COMMERCIAL FINANCE LLC
(successor by merger to GMAC Commercial Credit
LLC)

By: _____
Name: Harvey Winter
Title: Vice President

CONGRESS FINANCIAL CORPORATION
(SOUTHERN)

By: _____
Name: _____
Title: _____

FLEET CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

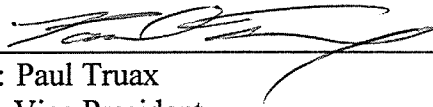
THE CIT GROUP/BUSINESS CREDIT, INC.,
as Lender, Administrative Agent, Syndication
Agent and Collateral Agent

By: _____
Name: John F. Bohan
Title: Vice President

BANK ONE, NA, as successor in interest to
American National Bank and Trust Company of
Chicago

By: _____
Name: _____
Title: _____

CONGRESS FINANCIAL CORPORATION
(SOUTHWEST)

By:  _____
Name: Paul Truax
Title: Vice President

FLEET CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Lender, Administrative Agent, Syndication
Agent and Collateral Agent

By: _____

Name: John F. Bohan

Title: Vice President

~~**BANK ONE, NA**, as successor in interest to
American National Bank and Trust Company of
Chicago~~

~~By: _____~~

~~Name: _____~~

~~Title: _____~~


**CONGRESS FINANCIAL CORPORATION
(SOUTHERN)**

By: _____

Name: _____

Title: _____

FLEET CAPITAL CORPORATION

By:  _____

Name: **STEPHEN Y. McGEHEE**

Title: **SENIOR VICE PRESIDENT**

SCHEDULE A

1. The original Notes;
2. Original Stock Certificates with attached Stock Powers or Powers of Attorney, including all original Lost Stock Affidavits;
3. Original Charge Over Shares and Instrument of Transfer re: 12,795 shares of stock in Antec International Corporation owned by Texcan Corporation;
4. Original Master Intercompany Notes with attached Endorsements;
5. Original Taxable Industrial Development Revenue Bond Series 1999 (Antec Corporation Project) No. R-1; Antec Corporation, Registered Owner.