

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																											
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<p>Fax Number: (815)654-5770 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 815-633-5300 Email: rockmail@reinhardt.com Correspondent Name: Jeremy R. Bridge Address Line 1: 2215 Perrygreen Way Address Line 4: Rockford, ILLINOIS 61107</p>																											
ATTORNEY DOCKET NUMBER:	509195, 509196, 509197																										
NAME OF SUBMITTER:	Jeremy R. Bridge																										

Signature:	/Jeremy R. Bridge/
Date:	04/11/2012
Total Attachments: 4 source=Assignment from Electronic Connector to ECC#page1.tif source=Assignment from Electronic Connector to ECC#page2.tif source=Assignment from Electronic Connector to ECC#page3.tif source=Assignment from Electronic Connector to ECC#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of March 16, 2012, is made by ELECTRONIC CONNECTOR CORPORATION OF ILLINOIS (“**Seller**”), an Illinois corporation, located at 6332 South Central Avenue Chicago, Illinois 60638, in favor of ECC ACQUISITION, LLC (“**Buyer**”), an Illinois limited liability company, located at 33 West Higgins Road, Suite 650, South Barrington, Illinois 60010, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller, Arris Group, Inc. and Eclipse Embedded Technologies, Inc. dated as of March 16, 2012 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

ELECTRONIC CONNECTOR
CORPORATION OF ILLINOIS

By: Lawrence A. Margolis

Name: LAWRENCE A. MARGOLIS

Title: VP

Address for Notices:

Electronic Connector Corporation of
Illinois c/o ARRIS Group, Inc.
3871 Lakefield Dr.
Suwanee, Georgia 30024
Attention: Lawrence A. Margolis
Facsimile No.: (678) 473-8470

AGREED TO AND ACCEPTED:

ECC ACQUISITION, LLC

By: Bernard J. Gizzi

Name: Bernard J. Gizzi

Title: President

Address for Notices:

ECC Acquisition, LLC
c/o Eclipse Embedded Technologies, Inc.
33 West Higgins Road, Suite 650
South Barrington, Illinois 60010
Facsimile: (847) 844-3731
Attention: Bernard Gizzi

(Signature Page to Intellectual Property Assignment Agreement)

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Status</u>
US	ECCO	IC 035. US 100 101 102. G & S: distributorship services in the field of electronic connectors.	74062733	1678894	March 10, 1992	Dead
US	ECCO	IC 009. US 021 023 026 036 038. G & S: Connectors for electronic circuits; Electric connections and connectors; Electric connectors; Electrical and electronic connectors; Electrical connectors; Plug connectors.	77838136	N/A	N/A	Dead
US	ECCO	IC 035. US 100, 101, 102 G & S: distributorship services in the field of electronic connectors.	85113892	3954192	May 3, 2011	Active