

## 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
Motorola Trademark Holdings, LLC		04/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Instrument Corporation		
Street Address:	101 Tournament Drive		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85595767	DREAMGALLERY	
Serial Number:	78568052	HOMESIGHT	
Serial Number:	85866825	KREATV	
CORRESPONDENCE DATA			
Fax Number:	8475230317		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	847-523-4940		
Email:	adc026@motorola.com		
Correspondent Name:	David C. Carroll		
Address Line 1:	600 N. U.S. Highway 45		
Address Line 4:	Libertyville, ILLINOIS 60048		
ATTORNEY DOCKET NUMBER:	PROJECT HYDROGEN		
NAME OF SUBMITTER:	David C. Carroll		

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Signature:	/dcc/
Date:	04/12/2013
<b>Total Attachments: 5</b> source=Trademark assignment from MTH to GIC#page1.tif source=Trademark assignment from MTH to GIC#page2.tif source=Trademark assignment from MTH to GIC#page3.tif source=Trademark assignment from MTH to GIC#page4.tif source=Trademark assignment from MTH to GIC#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "**Assignment**") dated as of APRIL 12, 2013 (the "**Effective Date**"), is entered into by and between Motorola Trademark Holdings, LLC, a Delaware Limited Liability Company ("**Assignor**"), and General Instrument Corporation, a Delaware corporation ("**Assignee**").

WHEREAS certain of Assignor's affiliates and Assignee and certain other parties have entered into a certain Acquisition Agreement, dated as of December 19, 2012 (hereinafter the "**AA**"), pursuant to which certain of Assignor's affiliates have agreed to sell their interest in Assignee and to transfer certain assets to Assignee;

WHEREAS, the trademarks listed on Schedule A attached hereto (the "**Transferred Trademarks**"), together with the goodwill of the business symbolized by the Transferred Trademarks are intended to be owned by Assignee and Assignor therefore desires to assign the Transferred Trademarks to Assignee and Assignee desires to receive the Transferred Trademarks; and

WHEREAS, Assignee is the successor to the business to which the Transferred Trademarks relate and such business is ongoing and existing.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

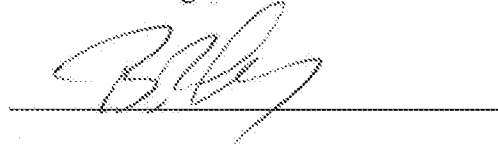
1. Assignment. Effective as of the date hereof, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the following: (a) the Transferred Trademarks together with the goodwill of the business symbolized by the Transferred Trademarks; and (b) all rights to causes of action and remedies related thereto, including without limitation the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing.
2. Further Assurances. Assignor agrees, at the request and reasonable expense of Assignee, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, record in the name of, protect and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Transferred Trademarks.
3. Miscellaneous. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof. **ASSIGNEE ACKNOWLEDGES THAT THE TRANSFERRED TRADEMARKS ARE CONVEYED WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY PURSUANT TO THIS ASSIGNMENT, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY,**

REGISTRABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative on this 12th day of April, 2013.

Motorola Trademark Holdings, LLC

By:



Printed Name: Brian P. Farley

Title: Assistant Secretary

Date: April 12, 2013

State of Illinois


County of Lake

On April 12, 2013, before me personally appeared Brian P. Farley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

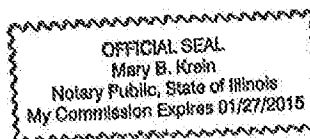
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

  
Notary Public

My commission expires: 1-27-2015




TRADEMARK  
REEL: 005005 FRAME: 0797

Assignee hereby accepts receipt of the entire right, title and interest in and to the Transferred Trademarks.

General Instrument Corporation

By:

  
\_\_\_\_\_

Printed Name: Brian P. Farley

Title: Assistant Secretary

Date: April 12, 2013

State of Illinois


County of Lake

On April 12, 2013, before me personally appeared Brian P. Farley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

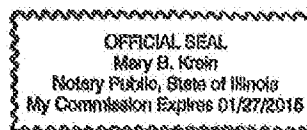
I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

  
\_\_\_\_\_  
Notary Public

My commission expires: 1-27-2015



**Schedule A**

**Transferred Trademarks**

See attached.

Schedule A  
Transferred Trademarks

CountryName	TrademarkName	AppNumber	FileDate	RegNumber	RegDate
European Community	CYBERSURFR	000450510	08-Jan-1997	000450510	30-Aug-2000
India	CYBERSURFR	758602	07-May-1997	758602	07-May-1997
Israel	CYBERSURFR	111578	02-Apr-1997	111578	13-Oct-1998
Singapore	CYBERSURFR	S617397	28-May-1997	T9706173Z	28-May-1997
Brazil	DREAMGALLERY	840092849	16-Apr-2012		
Canada	DREAMGALLERY	1573252	16-Apr-2012		
Mexico	DREAMGALLERY	1265839	13-Apr-2012		
United States of America	DREAMGALLERY	85/595767	12-Apr-2012		
Japan	FUTURECOM	828421	19-Mar-1996	4040856	08-Aug-1997
United States of America	HOMESIGHT	78/568052	15-Feb-2005	3175191	21-Nov-2006
European Community	KREATV	6902449	09-May-2008	6902449	01-Apr-2010
Japan	KREATV	2008-035749	09-May-2008	5182503	21-Nov-2008
Sweden	KREATV	2006/09745	14-Dec-2006	387827	23-Mar-2007
United States of America	KREATV	85/866825	05-Mar-2013		
Australia	RF SENTRY	1066898	27-Jul-2005	1066898	27-Jul-2005
Caribbean Netherlands(Bonaire, St Eustatius, Saba)	RF SENTRY	D-500417	27-Jul-2005	11551	27-Jul-2005
China (People's Republic)	RF SENTRY	4803207	28-Jul-2005	4803207	07-Jun-2008
Curacao	RF SENTRY	D-500417	27-Jul-2005	11551	27-Jul-2005
European Community	RF SENTRY	4565057	27-Jul-2005	4565057	08-Aug-2006
Japan	RF SENTRY	2005-069296	27-Jul-2005	4933385	03-Mar-2006
St. Maarten	RF SENTRY	D-500417	27-Jul-2005	10080	27-Jul-2005
Hong Kong	UBISURF	300213164	12-May-2004	300213164	12-May-2004
Japan	UBISURF	2004-42546	10-May-2004	4824690	10-Dec-2004
Korea, Republic of	UBISURF	40-2004-20918	11-May-2004	624972	15-Jul-2005
Singapore	UBISURF	T04/07458E	10-May-2004	T04/07458E	10-May-2004
Taiwan	UBISURF	93021246	11-May-2004	1145721	01-Apr-2005

TRADEMARK