

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arris Group, Inc.		04/17/2013	CORPORATION: DELAWARE
Arris Enterprises, Inc.		04/17/2013	CORPORATION: DELAWARE
Arris Solutions, Inc.		04/17/2013	CORPORATION: DELAWARE
Arris Korea, Inc.		04/17/2013	CORPORATION: DELAWARE
Arris Holdings Corp. of Illinois		04/17/2013	CORPORATION: ILLINOIS
BigBand Networks, Inc.		04/17/2013	CORPORATION: DELAWARE
Texscan Corporation		04/17/2013	CORPORATION: NEVADA
Power Guard, Inc.		04/17/2013	CORPORATION: ILLINOIS
4Home, Inc.		04/17/2013	CORPORATION: DELAWARE
Acadia AIC, Inc.		04/17/2013	CORPORATION: DELAWARE
Aerocast, Inc.		04/17/2013	CORPORATION: DELAWARE
Broadbus Technologies, Inc.		04/17/2013	CORPORATION: DELAWARE
General Instrument Corporation		04/17/2013	CORPORATION: DELAWARE
General Instrument Authorization Services, Inc.		04/17/2013	CORPORATION: DELAWARE
General Instrument International Holdings, Inc.		04/17/2013	CORPORATION: DELAWARE
Imedia Corporation		04/17/2013	CORPORATION: CALIFORNIA
Jerrold DC Radio, Inc.		04/17/2013	CORPORATION: DELAWARE
Leapstone Systems, Inc.		04/17/2013	CORPORATION: DELAWARE
Modulus Video, Inc.		04/17/2013	CORPORATION: DELAWARE
Motorola Wireline Networks, Inc.		04/17/2013	CORPORATION: DELAWARE
Netopia, Inc.		04/17/2013	CORPORATION: DELAWARE
NextLevel Systems (Puerto Rico), Inc.		04/17/2013	CORPORATION: DELAWARE
Quantum Bridge Communications, Inc.		04/17/2013	CORPORATION: DELAWARE
SetJam, Inc.		04/17/2013	CORPORATION: DELAWARE
SunUp Design Systems, Inc.		04/17/2013	CORPORATION: DELAWARE
Ucentric Systems, Inc.		04/17/2013	CORPORATION: DELAWARE
GIC International Holdco LLC		04/17/2013	LIMITED LIABILITY

CH \$1340.00 4254343

TRADEMARK

			COMPANY: DELAWARE
GIC International Capital LLC		04/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
CCE Software LLC		04/17/2013	LIMITED LIABILITY COMPANY: DELAWARE
The GI Realty Trust 1996		04/17/2013	Statutory Trust: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	135 S. LaSalle St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Registration Number:	4254343	ARRIS
Registration Number:	2841375	ARRIS
Registration Number:	4120355	
Registration Number:	4040651	
Registration Number:	2971140	
Registration Number:	4051711	ARRIS
Registration Number:	3169018	BIGBAND NETWORKS
Registration Number:	3171796	BIGBAND NETWORKS
Registration Number:	3174819	BME
Registration Number:	3202586	BME 50
Registration Number:	2628951	BMR1200
Registration Number:	3330861	C3
Registration Number:	3542646	CHP MAX5000
Registration Number:	4196842	CORWAVE
Registration Number:	3330904	D5
Registration Number:	3108908	DIGICON
Serial Number:	85539064	E6000
Registration Number:	3388651	EGT
Registration Number:	3391663	EGT
Registration Number:	3640127	EGT VIPR

TRADEMARK

REEL: 005035 FRAME: 0233

Registration Number:	3277009	ENCORE
Registration Number:	3294748	FLEXPATH
Registration Number:	4104918	FTTMAX
Registration Number:	3364216	HEMI
Registration Number:	1876326	MONARCH
Registration Number:	3923506	MOXI
Registration Number:	3202460	MOXI
Registration Number:	3259011	MOXI
Registration Number:	2860585	NATIVEMEDIA
Registration Number:	3320255	QUARTET
Registration Number:	2722475	RATESHAPING
Registration Number:	1458155	REGAL
Registration Number:	3313353	SUPERTICKER
Registration Number:	3069613	TOUCHSTONE
Serial Number:	85345826	TRANS MAX
Serial Number:	85138796	ARRIS
Serial Number:	85768925	VIPR
Registration Number:	3156098	BROADBUS
Serial Number:	85852511	CHERRYPICKER
Registration Number:	3068980	CONSTANTSTREAM
Registration Number:	3401894	CONTENT COMMANDER
Registration Number:	1770738	DIGICIPHER
Serial Number:	85595767	DREAMGALLERY
Registration Number:	3175191	HOMESIGHT
Serial Number:	85895708	MEDIACIPHER
Registration Number:	2114971	NETOPIA
Registration Number:	2269305	NETOPIA
Registration Number:	1356394	SUPERECTIFIER
Registration Number:	2088180	SURFBOARD
Registration Number:	2137690	SURFBOARD
Registration Number:	1595132	TIMBUKTU
Registration Number:	1916130	TUT SYSTEMS
Registration Number:	3319904	T-VIEW

CORRESPONDENCE DATA

TRADEMARK
REEL: 005035 FRAME: 0234

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-2895

Email: ksolomon@stblaw.com

Correspondent Name: Samantha J. Himelman, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	007751/0120
-------------------------	-------------

NAME OF SUBMITTER:	Samantha J. Himelman
--------------------	----------------------

Signature:	/sjh/
------------	-------

Date:	05/28/2013
-------	------------

Total Attachments: 9

source=Trademark Short Form-Arris#page1.tif

source=Trademark Short Form-Arris#page2.tif

source=Trademark Short Form-Arris#page3.tif

source=Trademark Short Form-Arris#page4.tif

source=Trademark Short Form-Arris#page5.tif

source=Trademark Short Form-Arris#page6.tif

source=Trademark Short Form-Arris#page7.tif

source=Trademark Short Form-Arris#page8.tif

source=Trademark Short Form-Arris#page9.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of April 17, 2013 is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, (the "Grantors"), in favor of BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders"), from time to time parties to the Credit Agreement, dated as of March 27, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ARRIS GROUP, INC. (f/k/a Arris Enterprises I, Inc.) (the "Company"), ARRIS ENTERPRISES, INC. (f/k/a ARRIS Group, Inc. and the successor by merger to Arris Enterprises II, Inc.), GENERAL INSTRUMENT CORPORATION, and certain subsidiary parties thereto (each a "Borrower" and together with the Company, the "Borrowers"), the Lenders and the Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are members of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrowers to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrowers and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other subsidiaries of the Borrowers have executed and delivered a Guarantee and Collateral Agreement, dated as of April 17, 2013, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Agents and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective extensions of credit to the Borrowers pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Agents and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, such Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto), now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[The remainder of this page has been intentionally left blank]

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

ARRIS GROUP, INC.
ARRIS ENTERPRISES, INC.
ARRIS SOLUTIONS, INC.



By: David B. Polts
Title: Executive Vice President and Chief Financial Officer

ARRIS KOREA, INC.
ARRIS HOLDINGS CORP. OF ILLINOIS
BIGBAND NETWORKS, INC.
TEXSCAN CORPORATION
POWER GUARD, INC.
4HOME, INC.
ACADIA AIC, INC.
AEROCAST, INC.
BROADBUS TECHNOLOGIES, INC.
GENERAL INSTRUMENT CORPORATION
GENERAL INSTRUMENT AUTHORIZATION
SERVICES, INC.
GENERAL INSTRUMENT INTERNATIONAL
HOLDINGS, INC.
IMEDIA CORPORATION
JERROLD DC RADIO, INC.
LEAPSTONE SYSTEMS, INC.
MODULUS VIDEO, INC.
MOTOROLA WIRELINE NETWORKS, INC.
NETOPIA, INC.
NEXTLEVEL SYSTEMS (PUERTO RICO), INC.
QUANTUM BRIDGE COMMUNICATIONS,
INC.
SETJAM, INC.

(CONT'D)

SUNUP DESIGN SYSTEMS, INC.
UCENTRIC SYSTEMS, INC.



By: David B. Potts
Title: Vice President and Treasurer

GIC INTERNATIONAL HOLDCO LLC
GIC INTERNATIONAL CAPITAL LLC

By: GENERAL INSTRUMENT CORPORATION,
its Sole Member



By: David B. Potts
Title: Vice President and Treasurer

CCE SOFTWARE LLC

By: LEAPSTONE SYSTEMS, INC., its Sole
Member and Managing Member



By: David B. Potts
Title: Vice President and Treasurer

THE GI REALTY TRUST 1996

By: WILMINGTON TRUST COMPANY, as
Trustee

By:
Title:

(CONT'D)

SUNUP DESIGN SYSTEMS, INC.
UCENTRIC SYSTEMS, INC.

By: David B. Potts
Title: Vice President and Treasurer

GIC INTERNATIONAL HOLDCO LLC
GIC INTERNATIONAL CAPITAL LLC

By: GENERAL INSTRUMENT CORPORATION,
its Sole Member

By: David B. Potts
Title: Vice President and Treasurer

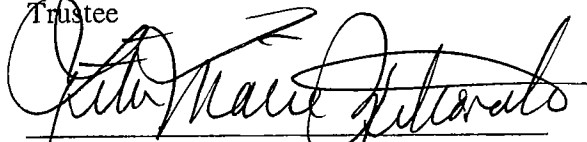
CCE SOFTWARE LLC

By: LEAPSTONE SYSTEMS, INC., its Sole
Member and Managing Member

By: David B. Potts
Title: Vice President and Treasurer

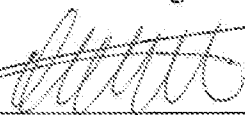
THE GI REALTY TRUST 1996

By: WILMINGTON TRUST COMPANY, as
Trustee

A handwritten signature in black ink, appearing to read "Rita Marie Ritrovato", is written over a horizontal line.

By: Rita Marie Ritrovato
Title: Assistant Vice President

BANK OF AMERICA, N.A.
as Administrative Agent

By: 

Name: Fani Davidson
Title: Vice President

[Trademark Short Form]

TRADEMARK
REEL: 005035 FRAME: 0241

EXHIBIT A**Trademarks**

Owner	Mark	Application #	Application Date	Registration #
Arris Enterprises, Inc.	ARRIS	78285890	8/11/2003	4254343
Arris Enterprises, Inc.	ARRIS (Stylized)	76975994	6/13/2001	2841375
Arris Enterprises, Inc.	ARRIS Logo	85131514	9/16/2010	4120355
Arris Enterprises, Inc.	ARRIS Logo	85117353	8/27/2010	4040651
Arris Enterprises, Inc.	ARRIS Logo	76270674	6/13/2001	2971140
Arris Enterprises, Inc.	ARRIS with Logo	85117462	8/27/2010	4051711
Arris Solutions, Inc.	BIGBAND NETWORKS	75822151	10/14/1999	3169018
Arris Solutions, Inc.	BIGBAND NETWORKS and Design	75939349	3/9/2000	3171796
ARRIS Solutions, Inc.	BME	78352201	1/15/2004	3174819
ARRIS Solutions, Inc.	BME50	78352204	1/15/2004	3202586
ARRIS Solutions, Inc.	BMR1200	76049583	11/9/2001	2628951
Arris Enterprises, Inc.	C3	78568046	2/15/2005	3330861
Arris Enterprises, Inc.	CHP MAX5000	77288661	9/25/2007	3542646
Arris Enterprises, Inc.	CORWAVE	85345882	6/14/2011	4196842
Arris Enterprises, Inc.	D5	78585156	3/11/2005	3330904
Arris Enterprises, Inc.	DIGICON	78543458	1/6/2005	3108908
Arris Enterprises, Inc.	E6000	85539064	2/10/2012	NA
Arris Enterprises, Inc.	EGT	77224442	7/9/2007	3388651
Arris Enterprises, Inc.	EGT and Design	77234698	7/20/2007	3391663
Arris Enterprises, Inc.	EGT VIPR	77085873	1/18/2007	3640127

Owner	Mark	Application #	Application Date	Registration #
Arris Enterprises, Inc.	ENCORE	78668566	7/12/2005	3277009
Arris Enterprises, Inc.	FLEXPATH	78530813	12/10/2004	3294748
Arris Enterprises, Inc.	FTTMAX	85345896	6/14/2011	4104918
Arris Enterprises, Inc.	HEMI	77003048	9/20/2006	3364216
Arris Enterprises, Inc.	MONARCH	74471010	12/15/1993	1876326
Arris Enterprises, Inc.	MOXI	77320001	11/2/2007	3923506
Arris Enterprises, Inc.	MOXI	76278215	6/29/2001	3202460
Arris Enterprises, Inc.	MOXI	76279215	6/29/2001	3259011
ARRIS Solutions, Inc.	NATIVEMEDIA	76162571	11/9/2000	2860585
Arris Enterprises, Inc.	QUARTET	78669141	7/13/2005	3320255
ARRIS Solutions, Inc.	RATESHAPING	76340575	11/21/2001	2722475
Arris Enterprises, Inc.	REGAL	73648391	3/9/1987	1458155
Arris Enterprises, Inc.	SUPERTICKER	78109137	2/15/2002	3313353
Arris Enterprises, Inc.	TOUCHSTONE	76280089	6/9/2001	3069613
Arris Enterprises, Inc.	TRANS MAX	85345826	6/14/2011	85345826
ARRIS Enterprises, Inc.	HEMI	77003048	9/20/2006	3364216
Arris Enterprises, Inc.	ARRIS	85138796	9/27/2010	NA
Arris Enterprises, Inc.	VIPR	85768925	11/1/2012	NA
Broadbus Technologies, Inc.	BROADBUS & Design	78/403541	16-Apr-2004	3156098
General Instrument Corporation	CHERRY PICKER	85/852,511	18-Feb-2013	NA
General Instrument Corporation	CONSTANTSTREAM	78/266414	24-Jun-2003	3068980
Broadbus Technologies, Inc.	CONTENT COMMANDER	78/902975	07-Jun-2006	3401894

Owner	Mark	Application #	Application Date	Registration #
General Instrument Corporation	DIGICIPHER	74/015559	02-Jan-1990	1770738
General Instrument Corporation	DREAMGALLERY	85/595767	12-Apr-2012	NA
General Instrument Corporation	HOMESIGHT	78/568052	15-Feb-2005	3175191
General Instrument Corporation	MEDIACIPHER	85/895,708	4-Apr-2013	NA
Netopia, Inc.	NETOCTOPUS	210583	24-May-1995	210583
Netopia, Inc.	NETOPIA	74/665594	25-Apr-1995	2114971
Netopia, Inc.	NETOPIA	74/689102	14-Jun-1995	2269305
General Instrument Corporation	SUPERECTIFIER	73/519608	28-Jan-1985	1356394
General Instrument Corporation	SURFBOARD	75/002255	06-Oct-1995	2088180
General Instrument Corporation	SURFBOARD & Design	75/002222	06-Oct-1995	2137690
Netopia, Inc.	TIMBUKTU	73/829218	10-Mar-1989	1595132
General Instrument Corporation	TUT SYSTEMS	74/530351	27-May-1994	1916130
General Instrument Corporation	T-VIEW	78/611322	18-Apr-2005	3319904