

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346042

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARRIS Group, Inc.		06/18/2015	CORPORATION: DELAWARE
ARRIS Enterprises, Inc.		06/18/2015	CORPORATION: DELAWARE
ARRIS International Limited		06/18/2015	Private Limited Company: ENGLAND
ARRIS Technology, Inc.		06/18/2015	CORPORATION: DELAWARE
Archie U.S. Merger LLC		06/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
Archie U.S. Holdings LLC		06/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
ARRIS Global Services, Inc.		06/18/2015	CORPORATION: DELAWARE
ARRIS Holdings Corp. of Illinois, Inc.		06/18/2015	CORPORATION: ILLINOIS
ARRIS Solutions, Inc.		06/18/2015	CORPORATION: DELAWARE
Big Band Networks, Inc.		06/18/2015	CORPORATION: DELAWARE
Texscan Corporation		06/18/2015	CORPORATION: NEVADA
Power Guard, Inc.		06/18/2015	CORPORATION: ILLINOIS
Jerrold DC Radio, Inc.		06/18/2015	CORPORATION: DELAWARE
NextLevel Systems (Puerto Rico), Inc.		06/18/2015	CORPORATION: DELAWARE
GIC International Holdco LLC		06/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
GIC International Capital LLC		06/18/2015	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	One Independence Center
<b>Internal Address:</b>	101 N. Tryon Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86415822	AGILEMAX
Registration Number:	3325843	AUTODENSITY
Registration Number:	2589463	BMR
Registration Number:	2589768	BMR100
Serial Number:	85154653	C4
Registration Number:	1639612	CABLEOPTICS
Registration Number:	1742861	COMMANDER 6
Serial Number:	86458561	CONVERGEMEDIA
Serial Number:	86642777	ENCRYPTONITE
Serial Number:	86552760	FLEX MAX
Serial Number:	86454222	FOLLOW ME TV
Serial Number:	85791800	GENERAL INSTRUMENT
Serial Number:	85791917	GI GENERAL INSTRUMENT
Registration Number:	1266936	JERROLD
Serial Number:	85866825	KREATV
Registration Number:	1991049	NETOCTOPUS
Registration Number:	2074949	OMNISTAR
Serial Number:	86523824	OMNISTAR
Registration Number:	1668076	REMOTE 'N PHONE
Serial Number:	86475404	RIPCURRENT
Serial Number:	86649973	SECUREMEDIA
Serial Number:	86642114	SKYVERSE
Serial Number:	86419391	SMARTLINXX
Serial Number:	86654648	SURFBOARD

**CORRESPONDENCE DATA**

**Fax Number:** 2124552502

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (212) 455-7016

**Email:** ksolomon@stblaw.com

**Correspondent Name:** Jasmine Kaufman, 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:** Jasmine Kaufman

**SIGNATURE:** /jk/

**DATE SIGNED:** 06/26/2015

**Total Attachments: 8**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 18, 2015 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 and restated as of June 18, 2015 and further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ARRIS GROUP, INC. (the "Company"), ARRIS ENTERPRISES, INC., ARRIS INTERNATIONAL LIMITED ("New HoldCo"), and certain subsidiary parties thereto (each a "Borrower" and together with the Company and New HoldCo, 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, certain of the Borrowers, certain lenders, the Administrative Agent, and the other parties thereto are party to the Credit Agreement dated as of March 27, 2013, as amended and in effect prior to the Restatement Date (the "Existing Credit Agreement");

WHEREAS, the Existing Credit Agreement has been amended and restated pursuant to the Credit Agreement;

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 Collateral Agreement, dated as of March 27, 2013 (as amended and restated as of June 18, 2015), in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Company Collateral Agreement");

WHEREAS, pursuant to the Company 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 have 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 under 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 Company 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 Company Collateral Agreement and is expressly subject to the terms and conditions thereof. The Company 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 Company 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.



By: David B. Potts  
Title: Chief Financial Officer

ARRIS ENTERPRISES, INC.



By: David B. Potts  
Title: Chief Financial Officer

ARRIS INTERNATIONAL LIMITED



By: David B. Potts  
Title: Director

ARRIS TECHNOLOGY, INC.



By: David B. Potts  
Title: Vice President

ARCHIE U.S. MERGER LLC



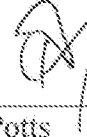
By: David B. Potts  
Title: Vice President

ARCHIE U.S. HOLDINGS LLC



By: David B. Potts  
Title: Vice President

ARRIS GLOBAL SERVICES, INC.



By: David B. Potts  
Title: Director

ARRIS HOLDINGS CORP. OF ILLINOIS, INC.



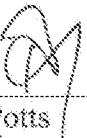
By: David B. Potts  
Title: Vice President

ARRIS SOLUTIONS, INC.



By: David B. Potts  
Title: Chief Financial Officer

BIG BAND NETWORKS, INC.



By: David B. Potts  
Title: Vice President

TEXSCAN CORPORATION



By: David B. Potts  
Title: Chief Financial Officer

POWER GUARD, INC.



By: David B. Potts  
Title: Vice President

JERROLD DC RADIO, INC.



By: David B. Potts  
Title: Vice President

NEXTLEVEL SYSTEMS (PUERTO RICO), INC.



By: David B. Potts  
Title: Vice President

GIC INTERNATIONAL HOLDCO LLC



By: David B. Potts  
Title: Vice President



GIC INTERNATIONAL CAPITAL LLC



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By: David B. Potts  
Title: Vice President

[Trademark Short Form]

**TRADEMARK**  
**REEL: 005563 FRAME: 0080**

BANK OF AMERICA, N.A.  
as Administrative Agent

By: *Renee Marion*  
Name:  
Title: **Renee Marion**  
**Assistant Vice President**

[Trademark Short Form]

**TRADEMARK**  
**REEL: 005563 FRAME: 0081**

**Schedule A**

**Trademarks**

<b>Trademark</b>	<b>Application No.</b>	<b>Regis. No.</b>
AGILEMAX	86415822	
AUTODENSITY	78/516809	3325843
BMR	76049581	2589463
BMR100	76162978	2589768
C4	85154653	
CABLEOPTICS	74060188	1639612
COMMANDER 6	74207766	1742861
CONVERGEMEDIA	86458561	
ENCRYPTONITE	86642777	
FLEX MAX	86552760	
FOLLOW ME TV	86454222	
GENERAL INSTRUMENT	85/791800	
GI GENERAL INSTRUMENT & Design	85/791917	
JERROLD	1266936	1266936
KREATV	85/866825	
NETOCTOPUS	74/679601	1991049
OMNISTAR	74702877	2074949
OMNISTAR	86523824	
REMOTE 'N PHONE	74020443	1668076
RIPCURRENT	86475404	
SECUREMEDIA	86649973	
SKYVERSE	86642114	
SMARTLINXX	86419391	
SURFBoard Design (new logo)	86654648	