

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		10/01/2015	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARRIS ENTERPRISES, INC.		
<b>Street Address:</b>	3871 LAKEFIELD DRIVE		
<b>City:</b>	SUWANEE		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30024		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3108908	DIGICON	
<b>Registration Number:</b>	1876326	MONARCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4049626571		
<i>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.</i>			
<b>Phone:</b>	404.885.3335		
<b>Email:</b>	ben.wiles@troutmansanders.com		
<b>Correspondent Name:</b>	BENJAMIN C. WILES		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 5200		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	015314.000094		
<b>NAME OF SUBMITTER:</b>	Benjamin C. Wiles		
<b>SIGNATURE:</b>	/Benjamin C. Wiles 63174/		
<b>DATE SIGNED:</b>	10/01/2015		
<b>Total Attachments: 4</b>			
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**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN  
TRADEMARKS**

THIS PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 1, 2015, is made by **BANK OF AMERICA, N.A.**, as administrative agent (the "Administrative Agent"), in favor of Arris Enterprises, Inc. (the "Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement, the Collateral Agreement and the Trademark Security Agreement (each as defined below).

**WITNESSETH:**

WHEREAS, the Grantor, Arris Group, Inc., General Instrument Corporation, the Lenders, the Administrative Agent, and each other party named therein have entered into the Credit Agreement, dated as of March 27, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Grantor and each of the signatories to the Collateral Agreement have executed and delivered a Collateral Agreement, dated as of March 27, 2013, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor and each of the signatories to the Trademark Security Agreement (together with any other entity that may become a party thereto as provided therein, collectively, the "Grantors") have executed and delivered a Trademark Security Agreement, dated as of April 17, 2013 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Trademark Security Agreement"), pursuant to which the Grantors granted to the Administrative Agent a continuing security interest in all of the Grantors' right, title and interest in and to the Grantors' Trademarks (including, without limitation, the Released Trademarks, as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 28, 2013 at Reel/Frame No. 5035/0232;

WHEREAS the Administrative Agent has agreed to terminate and release its security interest in the Released Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Partial Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions: The term "Released Trademarks" as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in the Trademarks listed on Schedule A hereto.

2. Release of Security Interest: The Administrative Agent hereby releases, terminates and discharges its security interest in the Released Trademarks, and any right, title or interest of the Administrative Agent in such Released Trademarks granted under the Trademark Security Agreement shall hereby terminate, cease and become void. For the avoidance of any doubt, the foregoing termination, release and discharge shall apply only, and solely with respect, to the Released Trademarks, and shall not extend to or relate to any other security interest in Collateral under the Credit Agreement, the Collateral Agreement or the Trademark Security Agreement. The Credit Agreement, the Collateral Agreement and the Trademark Security Agreement with respect to such other Collateral shall remain in full force and in effect.

3. Further Assurances: Upon the reasonable request of Grantor, and at Grantor's sole cost and expense, the Administrative Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest in the Released Trademarks contemplated hereby.

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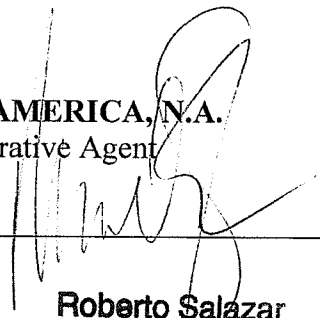
**IN WITNESS WHEREOF**, the undersigned has caused this Partial Termination and Release to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

**BANK OF AMERICA, N.A.**  
As Administrative Agent

By: \_\_\_\_\_

Name:

Title:



**Roberto Salazar**  
**Vice President**

**Schedule A**

**Trademarks**

<b>Owner</b>	<b>Mark</b>	<b>Application #</b>	<b>Application Date</b>	<b>Registration #</b>
Arris Enterprises, Inc.	DIGICON	78543458	1/6/2005	3108908
Arris Enterprises, Inc.	MONARCH	74471010	12/15/1993	1876326