

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RUCKUS WIRELESS, INC.		03/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	101 N. TRYON STREET		
Internal Address:	MAIL CODE: NC1-001-05-45		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5061882	XPRESSCONNECT	
Registration Number:	4868035	XCLAIM	
Registration Number:	4868034	XCLAIM	
Registration Number:	4868033	XCLAIM	
Registration Number:	4868032	XCLAIM	
Registration Number:	4863441	CHANNELFLY	
Registration Number:	4478547	ZONEFLEX	
Registration Number:	4422692		
Registration Number:	4408484	RUCKUS	
Registration Number:	4408483	RUCKUS	
Registration Number:	4408482	RUCKUS	
Registration Number:	4343496	SMARTCELL	
Registration Number:	4045900	CLOUDPATH	
Registration Number:	3280730	RUCKUS WIRELESS	
Registration Number:	3262223	BEAMFLEX	
Serial Number:	86914147	OPENG	
CORRESPONDENCE DATA			

OP \$415.00 5061882

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	32700.27689
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/John Slaughter/
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DATE SIGNED:	04/02/2018
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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 30, 2018, is made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each an "Additional Grantor"), 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, further amended by the First Amendment to Amended and Restated Credit Agreement, dated as of December 14, 2015, the Second Amendment to Amended and Restated Credit Agreement, dated as of April 26, 2017, the Third Amendment and Consent to Amended and Restated Credit Agreement, dated as of October 17, 2017, the Fourth Amendment to Amended and Restated Credit Agreement dated as of December 20, 2017, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ARRIS GROUP, INC. (the "Company"), ARRIS ENTERPRISES LLC, ARRIS INTERNATIONAL PLC (the "Reporting Company"), and certain subsidiary parties thereto (each a "Borrower" and together with the Company and the Reporting Company, the "Borrowers"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, certain of the Borrowers, certain Lenders, the Administrative Agent, and the other parties thereto are party to the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Company and certain of its Affiliates (other than the Additional Grantors) have entered into the Collateral Agreement, dated as of March 27, 2013, (as amended and restated as of June 18, 2015 and as further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires each Additional Grantor to become a party to the Collateral Agreement;

WHEREAS, each Additional Grantor has executed and delivered that certain Assumption Agreement, dated as of March 30, 2018, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Additional Grantor Collateral Agreement");

WHEREAS, pursuant to the Additional Grantor Collateral Agreement, each Additional Grantor pledged and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to all of such Additional Grantor's Intellectual Property, including the Trademarks; and

WHEREAS, each Additional Grantor 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 under the Credit Agreement, each Additional Grantor agrees, for the ratable benefit of the Secured Parties, 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, the Collateral Agreement and the Additional Grantor Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Additional Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and to such Additional Grantor's Trademarks (including, without limitation, those items listed on Schedule A hereto), now owned or at any time hereafter acquired by such Additional Grantor or in which such Additional 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 each Additional Grantor 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 Additional Grantor Collateral Agreement and is expressly subject to the terms and conditions thereof. The Additional Grantor Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

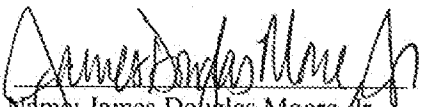
SECTION 4. Acknowledgment. Each Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement, on the one hand, and the Additional Grantor Collateral Agreement, the Credit Agreement or the Collateral Agreement on the other hand, the latter agreements shall control.

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.

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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.

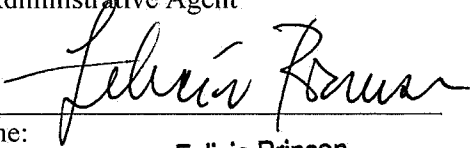
RUCKUS WIRELESS, INC.,
a Delaware corporation

By: 
Name: James Douglas Moore, Jr.
Title: Vice President and Treasurer

RUCKUS WIRELESS, INC.
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

TRADEMARK
REEL: 006304 FRAME: 0810

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: _____
Title: **Felicia Brinson**
Assistant Vice President

Schedule A

Ruckus Wireless, Inc.
(Delaware Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
XPRESSCONNECT	5061882	10/18/16
XCLAIM	4868035	12/08/15
XCLAIM	4868034	12/08/15
XCLAIM and Design	4868033	12/08/15
XCLAIM and Design	4868032	12/08/15
CHANNELFLY	4863441	12/01/15
ZONEFLEX	4478547	02/04/14
Design Only	4422692	10/22/13
RUCKUS	4408484	09/24/13
RUCKUS	4408483	09/24/13
RUCKUS	4408482	09/24/13
SMARTCELL	4343496	05/28/13
CLOUDPATH	4045900	10/25/11
RUCKUS WIRELESS	3280730	08/14/07
BEAMFLEX	3262223	07/10/07

Trademark Application

Mark	Appl. No.	Filing Date
OPENG	86914147	02/19/16