

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arris Global Limited f/k/a Pace Plc		08/30/2016	Corporation: UNITED KINGDOM
2Wire, Inc.		08/30/2016	Corporation: DELAWARE
Aurora Networks, Inc.		08/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	135 S. LaSalle St.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2619363	HOMEPORTAL
Registration Number:	2585702	2WIRE
Registration Number:	2574191	2WIRE
Registration Number:	2632251	2WIRE
Registration Number:	3678453	AURORA NETWORKS
Registration Number:	3143915	ENGINEWARE
Registration Number:	2439720	PACE
Registration Number:	3848269	HOME CONTENT SHARING
Registration Number:	4287129	PACE

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) 455-2816

Email: ksolomon@stblaw.com

Correspondent Name: Monica Chan, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

TRADEMARK

Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 07751/0120

NAME OF SUBMITTER: Monica Chan

SIGNATURE: /mc/

DATE SIGNED: 09/15/2016

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 August 30, 2016, 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 as of December 14, 2015 and as further amended, restated, 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.

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 August 30, 2016, 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.


ARRIS GLOBAL LIMITED,
f/k/a Pace plc

By: 
Name: David B. Potts
Title: Director

2WIRE, INC.

By: 
Name: David B. Potts
Title: President

AURORA NETWORKS, INC.

By: 
Name: David B. Potts
Title: President

[Grant of Security Interest in Trademark Rights]

BANK OF AMERICA, N.A.
as Administrative Agent

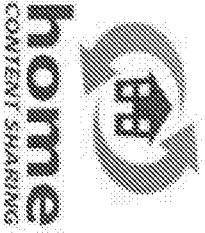
By: _____
Name:
Title:

[Grant of Security Interest in Trademark Rights]

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TRADEMARK
REEL: 005878 FRAME: 0051

Schedule A to Grant of Security Interest in Trademark Rights

Trademark	Jurisdiction	Application No.	App. Date	Regis. No.	Regis. Date	Status	Owner
HOMEPORTAL	United States	75/825604	10/18/1999	2619363	9/17/2002	Registered	2Wire, Inc
2WIRE	United States	75/575129	10/21/1998	2585702	6/75/2002	Registered	2Wire, Inc
2WIRE	United States	75/761706	7/27/1999	2574191	5/28/2002	Registered	2Wire, Inc
2WIRE	United States	75/761705	7/27/1999	2632251	10/8/2002	Registered	2Wire, Inc
aurora NETWORKS	United States	77/488942	6/2/2008	3678453	9/8/2009	Registered	Aurora Networks, Inc
ENGINEWARE	United States	76/598612	6/22/2004	3143915	9/19/2006	Registered	Pace plc
PACE	United States	75/035093	12/20/1995	2439720	4/3/2001	Registered	Pace plc
	United States	77/458275	4/25/2008	3848269	9/14/2010	Registered	Pace plc
	United States	77/471911	5/12/2008	4287129	2/12/2013	Registered	Pace plc

TRADEMARK