

09-25-2001

Form PTO-1595
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

101853636

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Nortel Networks Inc.
8200 Dixie Road Suite 100
Brampton, Ontario Canada L6T 5P6
Additional name(s) of conveying party(ies) attached? Yes No

09/12/01

2. Name and address of receiving party(ies)
Name: ARRIS Interactive
Internal Address: _____

SEP 1 2001

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: 3871 Lakefield Drive

City: Suwanee State: GA Zip: 30024

Execution Date: 8/21/2001

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
09/109,258
09/558,826

B. Patent No.(s)
6,230,320

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: ARRIS
Internal Address: _____
Street Address: 11450 Technology Circle
City: Duluth State: GA Zip: 30097

6. Total number of applications and patents involved: 10

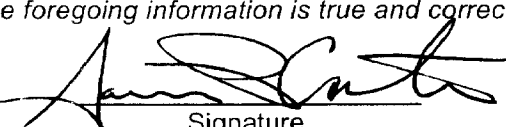
7. Total fee (37 CFR 3.41).....\$ 400

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 01-2125

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Gaines P. Carter  9/11/2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012177 FRAME: 0318

09/24/2001
MILLER 0000154 012125
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**RECORDATION FORM
CONTINUATION OF FORM PTO-1595**

This sheet is a continuation of Form PTO-1595. The following table contains additional patent applications and provisional patent applications to be transferred and should be considered as though included in box 4A:

Patent Applications
09/643,386
09/750,306
Provisional Applications
60/291,810
60/289,488
60/304,134
60/299,488
60/304,365

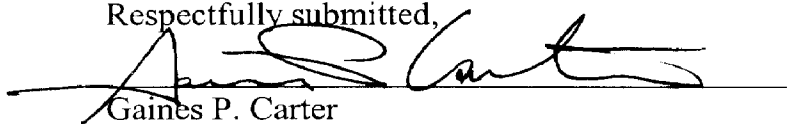
Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Sir:

ANTEC and ARRIS Interactive merged on August 3, 2001. The resulting company will be call ARRIS International. All matters before the US PTO for ANTEC, ARRIS Interactive and ARRIS International will be handled through the legal department of ARRIS International. ANTEC, ARRIS Interactive and ARRIS International are authorized to use Deposit Account Number 01-2125 and the Customer Number 21924. ANTEC Incorporated is in the process of changing its name from ANTEC Incorporated to ARRIS International.

The Commissioner is hereby authorized to charge any deficiency in the required fees, or to credit any overpayment, for these papers to Deposit Account No. 01-2125. A duplicate copy of this Transmittal Letter is attached.

Respectfully submitted,



Gaines P. Carter

Registration No. 42,393

September 11, 2001

ARRIS/ANTEC
11450 Technology Circle
Duluth, GA 30097
(678) 473-8954

PATENT ASSIGNMENT OF RIGHTS

THIS PATENT ASSIGNMENT is made from Nortel Networks Limited, a Canadian corporation, with its executive offices at 8200 Dixie Road, Suite 100, Brampton, Ontario, Canada L6T 5P6 (hereinafter referred to as the "Assignor") to Arris Interactive, L.L.C., a Delaware limited liability company, with its principal office at 3871 Lakefield Drive, Suite 300, Suwanee, Georgia 30024 (hereinafter referred to as the "Assignee").

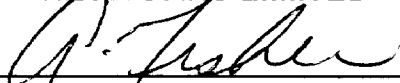
WHEREAS, Assignor desires to assign to Assignee all of the Assignor's right, title and interest in and to the patent, patent applications and invention disclosures set out in Schedule A hereto, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries (hereinafter referred to as the "Patents").

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire right, title and interest in and to the said Patents and any and all continuations, divisions, issues and renewals of or substitutes for said Patents, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any re-issue or re-examination of said Letters Patent, and in and to any and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications for patents or the issuance of patents in all countries; the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representative, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment, sale and transfer not been made.

And the Assignor hereby authorizes and requests the Commissioner of Patents of United States of America and any official of any country or countries foreign to United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, any and all Letters Patent for said Patents, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed by its duly authorized officers on this 01 day of August, 2001.

NORTEL NETWORKS LIMITED

By: 

Name: Art Fisher
Vice President

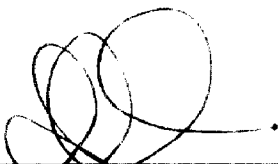
Title: Intellectual Property Law

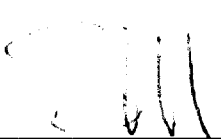
NORTEL NETWORKS LIMITED

By: 

Name: Deborah Noble

Title: Corporate Secretary


Witness


Witness

SCHEDULE "A"

PATENT NO.	NORTEL FILE NO.	COUNTRY
6,230,326	BA0293	US

APPLICATION NO.	NORTEL FILE NO.	COUNTRY
09/109,258	BA0221	US
09/558,826	11855RGUS01U	US
09/643,386	12059RXUS01U	US
09/750,306	12806RGUS01U	US
60/291,810	13878RGUS01P	US
60/289,488	14123RGUS01P	US
60/304,134	14187RGUS01P	US
60/299,488	14334RGUS01P	US
60/304,365	14345RGUS01P	US

INVENTION DISCLOSURE NO.

13359RG
14144RG
14188RG
14306RG
14307RG
14317RG
14397RG
14398RG
14470RG
14475HU
14482HU
14484HU
14612HU

PATENT ASSIGNMENT OF RIGHTS

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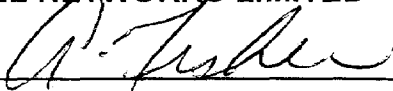
WHEREAS, Assignor desires to assign to Assignee all of the Assignor's right, title and interest in and to the patent, patent applications and invention disclosures set out in Schedule A hereto, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries (hereinafter referred to as the "Patents").

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee the entire right, title and interest in and to the said Patents and any and all continuations, divisions, issues and renewals of or substitutes for said Patents, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any re-issue or re-examination of said Letters Patent, and in and to any and all priority rights, convention rights and other benefits accruing or to accrue with respect to the filing of applications for patents or the issuance of patents in all countries; the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representative, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment, sale and transfer not been made.

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IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed by its duly authorized officers on this 31 day of August, 2001.

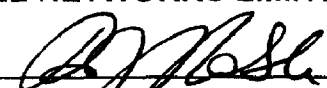
NORTEL NETWORKS LIMITED

By: 

Name: Art Fisher
Vice President

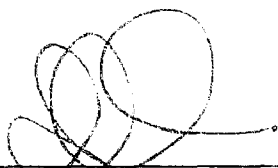
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NORTEL NETWORKS LIMITED

By: 

Name: Deborah Noble

Title: Corporate Secretary



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