



11-13-2002



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Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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 LIMITED

11-4-02

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

3. Nature of conveyance:

- [x] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other

Execution Date: 09/23/2002

2. Name and address of receiving party(ies)

Name: ARRIS International, Inc.

Internal Address:

Street Address: 11450 Technology Circle

City: Duluth State: GA Zip: 30097

Additional name(s) & address(es) attached? [ ] Yes [x] 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) 29/133,149, 29/133,180 29/133,163

B. Patent No.(s)

Additional numbers attached? [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John L. Doughty

Internal Address: ARRIS International, Inc.

Street Address: 11450 Technology Circle

City: Duluth State: GA Zip: 30097

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

- [ ] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number:

012125

DO NOT USE THIS SPACE

9. Signature.

John L. Doughty, Reg. No. 47,533 Name of Person Signing

Signature (handwritten)

10/25/02 Date

Total number of pages including cover sheet, attachments, and documents: 30

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

11/12/2002 TBIAZ1 00000119 012125 29133149 01 FC:8021 240.00 CH

**Continuation of Item 4 (of Recordation Form Cover Sheet)**

1.	29/133,162
2.	10/142,808
3.	10/150,513

## 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 International, Inc., a Delaware limited liability company, with its principal office at 11450 Technology Circle, Duluth, Georgia 30097 (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 patents, 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.

Intentionally left blank.

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 23 day of Sept, 2002.

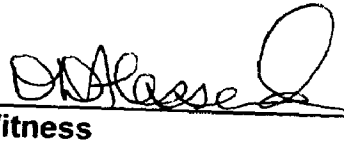
NORTEL NETWORKS LIMITED

By: 

Name: Art Fisher

Vice President

Title: Intellectual Property Law



Witness

NORTEL NETWORKS LIMITED

By: 

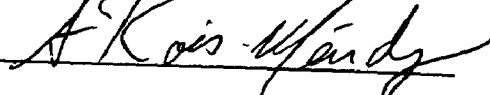
Name: DEBORAH J. NOBLE  
Corporate Secretary

Title: \_\_\_\_\_



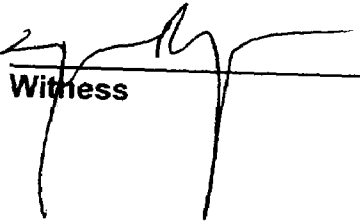
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ARRIS INTERACTIVE, L.L.C.

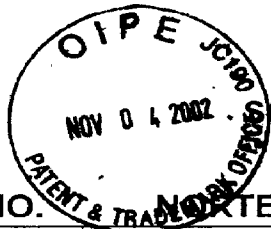
By: 

Name: ARMANDO ROIS-MENDEZ

Title: ASSISTANT SECRETARY / SENIOR COUNSEL



Witness



SCHEDULE "A"

APPLICATION NO.	NORTEL FILE NO.	COUNTRY
29/133,149	13731ROUS01D	US
29/133,180	13808ROUS01D	US
29/133,163	13809ROUS01D	US
29/133,162	13810ROUS01D	US
10/142,808	14123RGUS02U	US
10/150,513	13878RGUS02U	US