

4-19-04

04-26-2004

Form PTO-1595  
(Rev. 10/02)



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

OMB No. 0651-0027 (exp. 6/30/2005)

102729419

Tab settings

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

1. Name of conveying party(ies):

Steve Nolle  
Brian Barker  
Alan Doucette

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: ARRIS International, Inc.

Internal Address: \_\_\_\_\_

Street Address: 3871 Lakefield Drive

City: Suwanee State: GA Zip: 30024

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

4. Application number(s) or patent number(s):

101827090

If this document is being filed together with a new application, the execution date of the application is: 4/19/2004

A. Patent Application No.(s) \_\_\_\_\_

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: John L. Doughty

Internal Address: \_\_\_\_\_

Street Address: 3871 Lakefield Drive

City: Suwanee State: GA Zip: 30024

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-2125

DO NOT USE THIS SPACE

9. Signature.

John L. Doughty

Name of Person Signing  
00000074 012125 1027090

John L. Doughty  
Signature

4/19/2004

Date

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

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

22278 U.S. PTO  
101827090



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04/23/2004 BYRNE

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## ASSIGNMENT

WHEREAS We, **Steve P. Nolle, Brian J. Barker and Alan Doucette** and (hereinafter referred to as **ASSIGNORS**), have invented certain inventions and improvements entitled **"Predictive Upstream Load Balancing"** disclosed in a United States patent application (**"Application"**) filed in the United States Patent and Trademark Office on **4/19/2004**, having serial number **to be determined**; and

WHEREAS, **ARRIS International, Inc.**, a corporation formed under the laws of Delaware, having a principal place of business at **3871 Lakefield Drive, Suwanee, Georgia 30024** (hereinafter referred to as **ASSIGNEE**), is desirous of acquiring the entire interest in, to, and under said invention, Application and the United States Letters Patent and Letters Patent in any foreign country to be obtained therefore:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and for other good and valuable consideration, **ASSIGNORS** hereby sell, assign, and transfer to **ASSIGNEE** the full and exclusive right, title and interest to said invention, the Application and all Letters Patent of the United States and any foreign country to be obtained therefore on the Application, or any continuation, continuation-in-part, divisional, reexamination, renewal, substitute, reissue, or foreign patent application thereof, and in and to all Letters Patent and all Convention and Treaty rights of all kinds, in all countries throughout the world for said invention for the full term or terms for which the same may be granted.

**ASSIGNORS** hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

**ASSIGNORS** further covenant that **ASSIGNORS** will promptly provide **ASSIGNEE**, upon its request, with all pertinent facts and documents relating to said application, said invention and said Letters Patent as may be known and accessible to

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ASSIGNORS, and will testify as to the same in any interference or litigation related thereto, and will promptly execute and deliver to ASSIGNEE, its legal representative, or assigns any and all papers, instruments, or affidavits required to apply for, obtain, maintain, and enforce the Applications, said invention and said United States and foreign Letters Patent, and which may be necessary or desirable to carry out the purposes hereof.

April 19, 2004  
Date

Steven P. Nolle  
Steven P. Nolle

STATE OF ILLINOIS )  
COUNTY OF COOK )

I hereby certify that Steve P. Nolle before me personally appeared and acknowledged that the foregoing assignment was duly signed and delivered by him as his free and voluntary act on this 19<sup>th</sup> day of APRIL, 2004.

(SEAL)



[Signature]  
Notary Public  
My Commission expires 8-7-2005

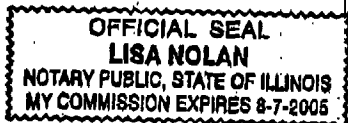
April 19, 2004  
Date

Brian J. Barker  
Brian J. Barker

STATE OF ILLINOIS )  
COUNTY OF COOK )

I hereby certify that Brian J. Barker before me personally appeared and acknowledged that the foregoing assignment was duly signed and delivered by him as his free and voluntary act on this 19<sup>th</sup> day of April, 2004.

(SEAL)



[Signature]  
Notary Public  
My Commission expires 8-7-2005

Docket 7100

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April 19, 2004  
Date

Alan Doucette

Alan Doucette

STATE OF ILLINOIS )  
COUNTY OF COOK )

I hereby certify that Alan Doucette before me personally appeared and acknowledged that the foregoing assignment was duly signed and delivered by him as his free and voluntary act on this 19<sup>th</sup> day of APRIL, 2004.

(SEAL)



[Signature]

Notary Public

My Commission expires 8-7-2005

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