

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EG Technology, Inc.	08/31/2009
RECEIVING PARTY DATA	
Name:	ARRIS Group, Inc.
Street Address:	3871 Lakefield Drive
Internal Address:	Legal Dept
City:	Suwanee
State/Country:	GEORGIA
Postal Code:	30024
PROPERTY NUMBERS Total: 38	
Property Type	Number
Application Number:	60217301
Application Number:	09902976
Application Number:	09902995
Patent Number:	7155067
PCT Number:	US0121756
PCT Number:	US0121848
PCT Number:	US0121873
Application Number:	60325116
Application Number:	10254685
PCT Number:	US0230603
Application Number:	60325117
Patent Number:	7218610
Application Number:	11074666
Application Number:	12489966

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PCT Number:	US0230780
PCT Number:	US0608529
Application Number:	60392605
Application Number:	60458956
Application Number:	60458958
Application Number:	10609539
PCT Number:	US0320608
Application Number:	60622049
Application Number:	11260529
PCT Number:	US0538872
Application Number:	60622050
Patent Number:	7665116
PCT Number:	US0538927
Application Number:	60622051
Patent Number:	7643553
Application Number:	12469144
PCT Number:	US0538882
Patent Number:	7403562
PCT Number:	US0608755
Application Number:	60703912
Application Number:	11460543
PCT Number:	US0629333
Application Number:	11737632
PCT Number:	US0862167

CORRESPONDENCE DATA

Fax Number: (678)473-8095

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 678-473-8593

Email: denise.motley@arrisi.com

Correspondent Name: ARRIS Group, Inc.

Address Line 1: 3871 Lakefield Drive

Address Line 2: Legal Dept

Address Line 4: Suwanee, GEORGIA 30024

ATTORNEY DOCKET NUMBER:

EGT-ARRIS ASSIGN - LEGAL

NAME OF SUBMITTER:

Denise Motley

Total Attachments: 15

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ASSET PURCHASE AGREEMENT

by and among

ARRIS GROUP, INC.,

and

EG TECHNOLOGY, INC.,

Dated August 31st, 2009

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is dated August 31st, 2009, by and among ARRIS GROUP, INC., 3871 Lakefield Drive, Suwanee, GA 30024, a Delaware corporation ("Buyer"), EG TECHNOLOGY, INC, 75 5th Street NW Suite 410, Atlanta, GA 30308, a Delaware corporation ("Seller").

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2. SALE AND TRANSFER OF ASSETS; CLOSING

2.1 ASSETS TO BE SOLD

Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any liens, claims and other encumbrances, all of Seller's right, title and interest in and to all of Seller's property and assets, real, personal or mixed, tangible and intangible, of every kind and description, wherever located, including the following (but excluding the Excluded Assets):

Redacted

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(h) all of the intangible rights and property of Seller, including Intellectual Property Assets, the Nondisclosure Agreement, assignments of employee inventions, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings including, but not limited to, those items listed in Parts 3.25(d), (e), (f) and (h);

Redacted

(k) all claims of Seller against third parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or noncontingent, including , but not limited to, all such claims listed in Schedules 2.1(i) and any and all claims related to Intellectual Property Assets;; and

Redacted

All of the foregoing property and assets are herein referred to collectively as the “Assets.”

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3.25 INTELLECTUAL PROPERTY ASSETS

(a) The term “Intellectual Property Assets” means all Intellectual Property Rights owned or licensed (as licensor or licensee) or used by Seller in which Seller has a proprietary interest, including:

Redacted

(ii) all patents, patent applications, provisional patent applications and inventions and discoveries that may be patentable (collectively, “Patents”);

Redacted

(c) (i) Except as set forth in Part 3.25(c), the Intellectual Property Assets are all those necessary for the operation of Seller's business as it is currently conducted. Seller is the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all liens, claims and other encumbrances, and has the right to use without payment to a Third Party all of the Intellectual Property Assets, other than in respect of licenses listed in Part 3.25(c).

(ii) Except as set forth in Part 3.25(c), all former and current employees of Seller have executed written Contracts with Seller that assign to Seller all rights to any inventions, improvements, discoveries or information relating to the Business of Seller.

(d) (i) Part 3.25(d) contains a complete and accurate list and summary description of all Patents.

(ii) All of Seller's Patents are currently in compliance with formal legal requirements (including payment of filing, examination and maintenance fees and proofs of working or use), are valid and enforceable, and are not subject to any maintenance fees or taxes or actions falling due within ninety (90) days after the Closing Date.

(iii) No Patent of Seller has been or is now involved in any interference, reissue, reexamination, or opposition Proceeding. To Seller's Knowledge, there is no Patent of any Third Party that infringes a Patent of Seller.

(iv) Except as set forth in Part 3.25 (d), (A) no Patent is infringed or to Seller's Knowledge, has been challenged or threatened in any way and (B) none of the products manufactured or sold, nor any process or know-how used, by Seller infringes or is alleged to infringe any patent or Intellectual Property Right of any other Person.

(v) All products made, used or sold under the Patents have been marked with the proper patent notice.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Buyer

Seller

ARRIS GROUP, INC.

- EG TECHNOLOGY, INC,

By: 

By: 

Printed Name: Lawrence A. Margolis

Printed Name: Jeff Donahue

Title: EVP & General Counsel

Title: President & CEO

Date: _____

Date: _____

Annex A

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“Intellectual Property Assets”--as defined in Section 3.25(a).

“Intellectual Property Rights” means worldwide industrial and intellectual property rights and all rights associated therewith, to all patents and applications therefore and all reissues, divisions, renewals, extensions, provisional patent application, continuations and continuations-in-part thereof and similar or equivalent rights in inventions and discoveries, all trade secrets, rights in proprietary information or know how, all trade names, common law trademarks and service marks, trademark and service mark registrations and applications therefore, all copyrights, copyright registrations and applications therefore, all computer software, including all source code, object code, firmware, development tools, all schematics, and all rights in prototypes and

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“Patents”--as defined in Section 3.25(a)(ii).

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into effective as of the 31st day of August, 2009 (the "Effective Date"), between **EG TECHNOLOGY INC.**, a Delaware corporation ("Assignor"), with a principal place of business at 75 5th Street NW Suite 410, Atlanta, GA 30308, and **ARRIS GROUP, INC.**, a Delaware corporation, ("Assignee"), with a principal place of business at 3871 Lakefield Drive, Suwanee, Georgia 30024 (collectively the "Parties").

WITNESSETH

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, the terms of which are confidential;

WHEREAS, in the Asset Purchase Agreement, Assignor acknowledged that Assignee is considered the owner of all (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith), and any other rights to any form or medium of expression; (b) trade secrets, privacy rights, and any other protection for confidential information or ideas; (c) patents and patent applications; (d) inventions and any other items, information, or theories that are protectable or registrable under any of the copyright, patent, trade secret, confidentiality, or other similar laws; and (e) any other similar proprietary rights or interests recognized by applicable law (collectively, the "Intellectual Property Assets"); and

WHEREAS, in the Asset Purchase Agreement, Assignor agreed to assign and transfer exclusively to Assignee all of Assignor's Intellectual Property Assets.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Transfer and Assignment. Assignor fully, unconditionally, and irrevocably transfers, assigns, delivers, and conveys to Assignee all of Assignor's worldwide right, title, and interest, including without limitation, any and all rights to the Intellectual Property Assets, and all enhancements, modifications, derivative works, and components of any of the foregoing developed by or for Assignee, including (a) all copyrights, copyright applications, and registrations, and any renewals or extensions thereto; (b) moral rights; (c) rights of the works of visual arts under the Visual Artists Rights Act of 1990; (d) works of authorship (copyrightable and non-copyrightable); (e) derivative works; (f) inventions (patentable and non-patentable); (g) patents, patent applications, and any divisions, continuations, and reissues thereof; (h) patent rights; (i) design rights; (j) technical know-how; (k) trade secret rights; (l) trademark rights and the goodwill associated with same; (m) all other proprietary or intellectual property rights of any kind or nature therein; and (n) all of the assets, properties, contracts, rights, and obligations relating thereto, including the right to recover for damages and profits and any and all other remedies for past infringement, which may have occurred before the date of this Assignment, the same to be held and enjoyed by the Assignee, for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said Intellectual Property Assets

are granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made (the "Intellectual Property Rights").

2. Further Documentation and Actions. Assignor shall execute and deliver to Assignee any further documents and instruments and perform other reasonable acts when and as reasonably requested by Assignee to vest in Assignee, its successors, assigns, and nominees, all of Assignor's right, title, and interest in and to the Intellectual Property Rights, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office, United States Copyright Office, and any other appropriate governmental authority or agency throughout the world. Assignor agrees to provide, at Assignee's expense, additional evidence to support the foregoing if such evidence is considered necessary by Assignee, is in Assignor's possession or control, and is reasonably available and retrievable.

3. Construction. This Assignment: (a) is governed by Delaware law, excluding its conflicts of laws principles; (b) may be executed in multiple counterparts; and (c) supersedes any oral or written agreement, understanding, discussion, or other documentation to the contrary.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Intellectual Property Assignment to be duly executed by its officers thereunto duly authorized as of the 31st day of August 2009.

ASSIGNOR:

Address of Assignors:

EG Technology Inc.
75 5th Street NW Suite 410
Atlanta, GA 30308

EG Technology Inc.

By: 

Name: Jeffrey Donahue

Title: CEO

ASSIGNEE:

Address of Assignee

Arris Group, Inc.
3871 Lakefield Drive
Suwanee, Georgia 30024

Arris Group, Inc.

By: 

Name: Lawrence A. Margolis

Title: EVP & General Counsel

EG Technology, Inc. (EGT) - US and WO Patents and Applications

No.	Group	Country or IP Authority	Filing Number	Issued Number	Filing Date	Issued Date	Application Title	Inventor List	Relationships
1	A	US	60/217,301		11-Jul-2000		Video Processing Method with General and Specific Applications	Jayant, Nuggehalli S. (Alpharetta, GA); Jang, Seong H. (Doraville, GA); Yoon, Janghyun (Smyrna, GA)	Priority provisional for 09/902,976, 09/902,995, and 09/903,028.
2	A	US	09/902,976		11-Jul-2001		Video Compression Using Adaptive Selection of Groups of Frames, Adaptive Bit Allocation, and Adaptive Replenishment	Jayant, Nuggehalli S. (Alpharetta, GA); Jang, Seong H. (Doraville, GA); Yoon, Janghyun (Smyrna, GA)	Utility application from 60/217,301 provisional.
3	A	US	09/902,995		11-Jul-2001		System and Method for Calculating an Optimum Display Size for a Visual Object	Jayant, Nuggehalli S. (Alpharetta, GA); Jang, Seong H. (Doraville, GA); Yoon, Janghyun (Smyrna, GA)	Utility application from 60/217,301 provisional.
4	A	US	09/903,028	US 7,155,067-B2	11-Jul-2001	26-Dec-2006	Adaptive Edge Detection and Enhancement for Image Processing	Jayant, Nuggehalli S. (Alpharetta, GA); Jang, Seong H. (Doraville, GA); Yoon, Janghyun (Smyrna, GA)	Utility application from 60/217,301 provisional.
5	A	WO	PCT/US2001/021756		11-Jul-2001		System and Method for Calculating an Optimum Display Size for a Visual Object	Jayant, Nuggehalli S. (Alpharetta, GA); Jang, Seong H. (Doraville, GA); Yoon, Janghyun (Smyrna, GA)	PCT application from 60/217,301 provisional.
6	A	WO	PCT/US2001/021848		11-Jul-2001		Video Compression Using Adaptive Selection of Groups of Frames, Adaptive Bit Allocation, and Adaptive Replenishment	Jayant, Nuggehalli S. (Alpharetta, GA); Jang, Seong H. (Doraville, GA); Yoon, Janghyun (Smyrna, GA)	PCT application from 60/217,301 provisional.
7	A	WO	PCT/US2001/021873		11-Jul-2001		Adaptive Edge Detection and Enhancement for Image Processing	Jayant, Nuggehalli S. (Alpharetta, GA); Jang, Seong H. (Doraville, GA); Yoon, Janghyun (Smyrna, GA)	PCT application from 60/217,301 provisional.
8	B	US	60/325,116		27-Sep-2001		Expert System for Joint Design of Encoding, Channel Coding and Network Protocols	Jayant, Nikil (Alpharetta, GA); Nicholson, Charles Greg (Atlanta, GA); Gordon, Christopher Daniel (Atlanta, GA)	Priority provisional for 10/254,685.
9	B	US	10/254,685		26-Sep-2002		System and Method of Quality of Service Signaling Between Client and Server Devices	Jayant, Nikil (Alpharetta, GA); Sivakumar, Raghupathy (Atlanta, GA); Nicholson, Charles Greg (Atlanta, GA); Gordon, Christopher Daniel (Atlanta, GA)	Utility application from 60/325,116 provisional.
10	B	WO	PCT/US2002/030603		27-Sep-2002		System and Method of Quality of Service Signaling Between Client and Server Devices	Jayant, Nikil (Alpharetta, GA); Sivakumar, Raghupathy (Atlanta, GA); Nicholson, Charles Greg (Atlanta, GA); Gordon, Christopher Daniel (Atlanta, GA)	PCT application from 60/325,116 provisional and 10/254,685 utility.
11	C	US	60/325,117		27-Sep-2001		Multimedia Transport Model	Sivakumar, Raghupathy (Atlanta, GA); Altunbasak, Yucel (Norcross, GA); Hartung, John (Mableton, GA); Jayant, Nikil (Alpharetta, GA)	Priority provisional for 10/254,978.
12	C	US	10/254,978	US 7,218,610-B2	26-Sep-2002	15-May-2007	Communication System and Techniques for Transmission from Source to Destination	Sivakumar, Raghupathy (Atlanta, GA); Jayant, Nikil (Alpharetta, GA)	Utility application from 60/325,117 provisional.
13	C	US	11/074,666		9-Mar-2005		Communication System and Techniques for Transmission from Source to Destination	Bai, Junfeng (Atlanta, GA); Sivakumar, Raghupathy (Atlanta, GA); Jayant, Nikil (Alpharetta, GA)	Continuation-In-Part application from 10/254,978.
14	C	US	12/489,966		23-Jun-2009		Communication System and Techniques for Transmission From Source to Destination	Bai, Junfeng (Atlanta, GA); Sivakumar, Raghupathy (Atlanta, GA); Jayant, Nikil (Alpharetta, GA)	Continuation of 11/074,666.
15	C	WO	PCT/US2002/030780		27-Sep-2002		Communication System and Techniques for Transmission from Source to Destination	Sivakumar, Raghupathy (Atlanta, GA); Jayant, Nikil (Alpharetta, GA)	PCT application from 60/325,117 provisional and 10/254,978 utility.
16	C	WO	PCT/US2006/008529		9-Mar-2006		Communication System and Techniques for Transmission from Source to Destination	Bai, Junfeng (Atlanta, GA); Sivakumar, Raghupathy (Atlanta, GA); Jayant, Nikil (Alpharetta, GA)	PCT application from 11/074,666 Continuation-In-Part.
17	D	US	60/392,605		1-Jul-2002		Enhancements for Transporting Video Over a Network	Jayant, Nikil (Alpharetta, GA); Ith, Cham (Atlanta, GA); Monaco, Joe (Atlanta, GA); Altunbasak, Yucel (Norcross, GA); Hartung, John (Mableton, GA); Sivakumar, Raghupathy (Atlanta, GA); Krishnamachari, Santhana (Smyrna, GA); John, Sam (Atlanta, GA)	Priority provisional for 10/609,539.

EG Technology, Inc. (EGT) - US and WO Patents and Applications

No.	Group	Country or IP Authority	Filing Number	Issued Number	Filing Date	Issued Date	Application Title	Inventor List	Relationships
18	D	US	60/458,956		1-Apr-2003		Multi-Scale Adaptive Coding System for Video Compression	Krishnamachari, Santhana (Smyrna, GA); Monaco, Joe (Atlanta, GA); John, Sam (Atlanta, GA)	Priority provisional for 10/609,539.
19	D	US	60/458,958		1-Apr-2003		Transport Packet Generation Using a Hardware/Software Architecture	Hartung, John (Mableton, GA)	Priority provisional for 10/609,539.
20	D	US	10/609,539		1-Jul-2003		Efficient Compression and Transport of Video Over a Network	Jayant, Nikil (Alpharetta, GA); Monaco, Joe (Atlanta, GA); Altunbasak, Yucel (Norcross, GA); Hartung, John (Mableton, GA); Krishnamachari, Santhana (Smyrna, GA); John, Sam (Atlanta, GA); Ith, Cham (Atlanta, GA); Sauser, Martin (Atlanta, GA); Elliott, Chris (Smyrna, GA); Pawlyk, James (Maplewood, NJ)	Utility application from 60/392,605, 60/458,956, and 60/458,958 provisionals.
21	D	WO	PCT/US2003/020608		1-Jul-2003		Efficient Compression and Transport of Video Over a Network	Jayant, Nikil (Alpharetta, GA); Monaco, Joe (Atlanta, GA); Altunbasak, Yucel (Norcross, GA); Hartung, John (Mableton, GA); Krishnamachari, Santhana (Smyrna, GA); John, Sam (Atlanta, GA); Ith, Cham (Atlanta, GA); Sauser, Martin (Atlanta, GA); Elliott, Chris (Smyrna, GA); Pawlyk, James (Maplewood, NJ)	PCT application from 60/392,605, 60/458,956, and 60/458,958 provisionals.
22	E	US	60/622,049		27-Oct-2004		Decentralized Method for Generating an MPEG-2 Multiprogram Transport Stream (MPTS)	Sauser, Martin H. JR. (Atlanta, GA); Pawlyk, James Steven (Maplewood, NJ)	Priority provisional for 11/260,529.
23	E	US	11/260,529		27-Oct-2005		Decentralized Method for Generating an MPEG-2 Multiprogram Transport Stream	Sauser, Martin H. JR. (Atlanta, GA); Pawlyk, James Steven (Maplewood, NJ)	Utility application from 60/622,049 provisional.
24	E	WO	PCT/US2005/038872		27-Oct-2005		Decentralized Method for Generating an MPEG-2 Multiprogram Transport Stream	Sauser, Martin H. JR. (Atlanta, GA); Pawlyk, James Steven (Maplewood, NJ)	PCT application from 60/622,049 provisional.
25	F	US	60/622,050		27-Oct-2004		Network Architecture for Real Time Delivery of Video Over Lossy Networks from Remote Locations	Hartung, John (Mableton, GA)	Priority provisional for 11/260,707.
26	F	US	11/260,707	US 7,665,116-B2	27-Oct-2005		Network Architecture for Real Time Delivery of Video Over Lossy Networks from Remote Locations	Hartung, John (Mableton, GA); Krishnamachari, Santhana (Mableton, GA); Bai, Junfeng (Atlanta, GA)	Utility application from 60/622,050 provisional.
27	F	WO	PCT/US2005/038927		27-Oct-2005		Network Architecture for Real Time Delivery of Video Over Lossy Networks from Remote Locations	Hartung, John (Mableton, GA); Krishnamachari, Santhana (Mableton, GA); Bai, Junfeng (Atlanta, GA)	PCT application from 60/622,050 provisional.
28	G	US	60/622,051		27-Oct-2004		Optimal Rate Allocation for a Group of Channels	Monaco, Joseph Wilson (Cary, NC)	Priority provisional for 11/260,451.
29	G	US	11/260,451	US 7,643,553-B2	27-Oct-2005		Optimal Rate Allocation for a Group of Channels	Monaco, Joseph Wilson (Cary, NC)	Utility application from 60/622,051 provisional.
30	G	US	12/469,144		20-May-2009		Optimal Rate Allocation for a Group of Channels	Monaco, Joseph Wilson (Cary, NC)	Continuation of 11/260,451.
31	G	WO	PCT/US2005/038882		27-Oct-2005		Optimal Rate Allocation for a Group of Channels	Monaco, Joseph Wilson (Cary, NC)	PCT application from 60/622,051 provisional.
32	H	US	11/074,661	US 7,403,562-B2	9-Mar-2005	22-Jul-2008	Model-Based Rate Control for Predictive Video Encoder	Yang, Kyeong Ho (Freehold, NJ); Kim, Hyung Joon (Alpharetta, GA)	
33	H	WO	PCT/US2006/008755		9-Mar-2006		Model-Based Rate Control for Predictive Video Encoder	Yang, Kyeong Ho (Freehold, NJ); Kim, Hyung Joon (Alpharetta, GA)	PCT application from 11/074,661 utility.
34	I	US	60/703,912		29-Jul-2005		Method and System for Ad Insertion	Krishnamachari, Santhana (Mableton, GA)	Priority provisional for 11/460,543
35	I	US	11/460,543		27-Jul-2006		Methods and Systems for Signal Insertion	Krishnamachari, Santhana (Mableton, GA)	Utility application from 60/703,912 provisional.
36	I	WO	PCT/US2006/029333		28-Jul-2006		Methods and Systems for Signal Insertion	Krishnamachari, Santhana (Mableton, GA)	PCT application from 60/703,912 provisional and 11/460,543 utility.
37	J	US	11/737,632		8-May-2007		Methods and Systems for Rate-Distortion Optimized Quantization of Transform Blocks in Block Transform Video Coding	Yang, Kyeong Ho (Freehold, NJ)	
38	J	WO	PCT/US2008/062167		1-May-2008		Methods and Systems for Rate-Distortion Optimized Quantization of Transform Blocks in Block Transform Video Coding	Yang, Kyeong Ho (Freehold, NJ)	PCT application from 11/737,632 utility.