

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
COAXMEDIA, INC.	01/31/2005
RECEIVING PARTY DATA	
Name:	ARRIS International, Inc. and CAP Technologies, Inc.
Street Address:	3871 Lakefield Drive
City:	Suwanee
State/Country:	GEORGIA
Postal Code:	30024
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7460523
CORRESPONDENCE DATA	
Fax Number:	6784738095
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	678-473-8593
Email:	denise.motley@arrisi.com
Correspondent Name:	Denise Motley
Address Line 1:	3871 Lakefield Drive
Address Line 4:	Suwanee, GEORGIA 30024
ATTORNEY DOCKET NUMBER:	3002-2 LEGAL
NAME OF SUBMITTER:	Denise Motley
Total Attachments: 4 source=050131 Coaxmedia Bill of Sale filed 130123#page1.tif source=050131 Coaxmedia Bill of Sale filed 130123#page2.tif source=050131 Coaxmedia Bill of Sale filed 130123#page3.tif source=050131 Coaxmedia Bill of Sale filed 130123#page4.tif	

CH \$40.00 7460523

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made and entered into as of January 31, 2005 by corXmedia, Inc., a Georgia corporation ("Seller"), by CAP TECHNOLOGIES LLC, a Delaware limited liability company ("CAP"), and ARRIS INTERNATIONAL, INC., a Delaware corporation ("ARRIS") (CAP and ARRIS are each a "Secured Party", and collectively, the "Secured Parties"), pursuant to a power of sale held by Secured Parties under Section 11-9-610 of the Official Code of Georgia Annotated and pursuant to a power of sale and power of attorney granted to the Secured Parties by the Seller pursuant to that certain Security Agreement dated as of January 26, 2004 executed by the Seller in favor of the Secured Parties, and is delivered to and in favor of CAP and ARRIS, jointly, (the "Buyers").

WITNESSETH:

WHEREAS, Seller is hereby executing and delivering, by and through Secured Parties pursuant to a power of sale held by Secured Parties under Section 11-9-610 of the Official Code of Georgia Annotated and pursuant to a power of sale and a power of attorney granted to the Secured Parties by the Seller pursuant to that certain Security Agreement dated as of January 26, 2004 executed by the Seller in favor of the Secured Parties, this Bill of Sale to evidence the vesting in Buyers of all of Seller's right, title and interest in and to the assets identified on Exhibit A attached hereto and incorporated herein by reference (the "Assets"), for the consideration and on the terms and conditions provided for herein.

WHEREAS, the purchase price for the Assets is \$2,491,847 in United States Dollars (the "Purchase Price"), which is payable to Secured Parties by Buyers upon the execution and delivery of this Bill of Sale by credit bid against the debt owing to Secured Parties.

WHEREAS, this Bill of Sale is executed in connection with a public foreclosure sale conducted by Secured Parties on January 31, 2005 pursuant to Sections 11-1-201(31.1) and 11-9-610 of the Official Code of Georgia Annotated of the Assets conveyed hereby.

WHEREAS, this Bill of Sale is executed to evidence the vesting in Buyers of all of Seller's right, title and interest in and to the Assets.

NOW, THEREFORE, in consideration of the Purchase Price, Seller hereby sells, transfers and assigns, on an as is where is basis, without recourse or any representation or warranty expressed or implied, including any warranties as to title or as to merchantability and fitness for a particular purpose, all of which are expressly disclaimed, the Assets to Buyers, and Buyers hereby acquire and purchase the Assets from Seller on such terms. The sale is also subject to liens, claims and encumbrances that survive the above-referenced foreclosure sale by operation of law.

NO WARRANTY OR SUPPORT OF SELLER OR SECURED PARTIES. BUYERS AGREE AND ACKNOWLEDGE THAT (I) THE ASSETS ARE BEING SOLD HEREUNDER AS IS AND WHERE IS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR OTHERWISE ARISING UNDER STATE, FEDERAL OR

LOCAL LAW, AND THAT NEITHER SELLER NOR ANY SECURED PARTY HAS MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ASSETS OF ANY NATURE WHATSOEVER (INCLUDING ANY REPRESENTATION OR WARRANTY OF ANY TITLE THERETO, OR ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH REPRESENTATIONS AND WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED), AND (ii) NEITHER SELLER NOR ANY SECURED PARTY IS RESPONSIBLE IN ANY WAY FOR THE CONDITION OF THE ASSETS OR FOR PROVIDING ANY SUPPORT OR ASSISTANCE OF ANY KIND TO BUYER FOR OR WITH RESPECT TO THE ASSETS OR ANY OF THEM. BUYERS FURTHER ACKNOWLEDGE THAT THEY HAVE CONDUCTED THEIR OWN DUE DILIGENCE AS TO ANY MATTERS THAT MAY AFFECT THE ASSETS AND THAT NEITHER SELLER NOR ANY SECURED PARTY HAS MADE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ASSETS. NEITHER SELLER NOR ANY SECURED PARTY MAKES ANY REPRESENTATION AS TO THE PAYMENT OF TAXES RESPECTING THE ASSETS OR WHETHER THE ASSETS ARE SUBJECT TO LIENS SECURING ANY TAXES OR OTHER OBLIGATIONS.

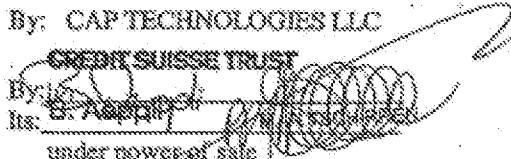
This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, each Secured Party, on behalf of Seller, has caused this Bill of Sale to be executed by Seller, through such Secured Party pursuant to its power of sale and power of attorney, as of the day and year first set forth above.

COAXMEDIA, INC.

By: CAP TECHNOLOGIES LLC

CREDIT SUISSE TRUST

By: 
Its: E. Aspin
under power of sale
and power of attorney

By: ARRIS INTERNATIONAL, INC

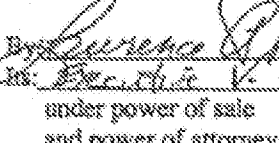
By: 
Its: Lawrence G. Naude
under power of sale
and power of attorney

Exhibit A - Assets Purchased

The Assets are comprised of the following:

All Consumer Goods, Securities, General Intangibles, contract rights, manufacturing and processing rights, patents, patent rights, licenses, permits, franchises, trademarks, trade names, copyrights and all other personal property of Seller, now owned or hereafter acquired, and wherever located. Each capitalized term used herein but not defined herein shall have the meaning given to such term in the Georgia Uniform Commercial Code, codified at Title 11 of the Official Code of Georgia Annotated.

Together with all right, title and interest of Seller in and to the following patent and patent applications and trademarks and trademark applications:

PATENTS

TITLE	Serial Number	Docket #	Date Filed
Priority Packet Transmission System for Telephony, Latency Sensitive Data, Best Efforts Data and MPEG2 Video Systems in a Shared Transmission Media	60/219,886	0960-010us 0960-052(pct) 0960-018us 0960-109epo 0960-107c 0960-110j 0960-111k 0960-108Ch 0960-120hk 0960-112m	July 21, 2000
Capacity Scaling and Functional Element Redistribution within an In-Building Coax Cable Internet Access	60/226,505	0960-012us 0960-053pct 0960-020us 0960-115epo 0960-113c 0960-114Ch 0960-116j 0960-117k 0960-118m 0960-119hk	August 21, 2000

Data Scrambling System in a Shared Transmission Media such as Passive Coax Distribution	60/246,684	0960-054pct 0960-014us 0960-021us 0960-123Ch 0960-128m 0960-124epo 0960-125hk 0960-126j 0960-127k 0960-122c	November 8, 2000
Multi-Band Coax Extender for Deployment in In-Building Digital Communication Systems	60/267,046	0960-016us 0960-022us 0960-055pct 0960-131epo 0960-129c 0960-130Ch 0960-132j 0960-133k 0960-134m	January 22, 2001
Digital Regenerator (resubmit)		0960-023Aus	August 21, 2003
Methods for Efficiently Detecting and Polling Downstream Modems in a Shared Transmission Media such as a Passive Coax Distribution on a Tree and Branch Network	60/309,809	0960-019us 0960-025us 0960-056pct 0960-138c 0960-141k 0960-140j 0960-142m	August 3, 2001
SMTP Forwarding	60/356,617	0960-058	February 13, 2002
Method for Providing Bi-directional Transfers of Signals to and from a Powerline Communication System and a Coaxial Distribution System	60/455,075	PP-JH/TM-02 0960-029us	March 11, 2003
VOIP (A Client-Server Architecture for the Delivery of Broadband Services)	10/657,492	3002.1	September 8, 2003