

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENERAL INSTRUMENT HOLDINGS, INC.	01/25/2013
RECEIVING PARTY DATA	
Name:	MOTOROLA MOBILITY LLC
Street Address:	600 North US Highway 45
City:	Libertyville
State/Country:	ILLINOIS
Postal Code:	60048
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5671276
Patent Number:	6948183
Patent Number:	5235419
Patent Number:	5376968
CORRESPONDENCE DATA	
Fax Number:	8475232350
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8475231276
Email:	docketing.mobility@motorola.com
Correspondent Name:	MOTOROLA MOBILITY LLC
Address Line 1:	600 North US Highway 45
Address Line 4:	Libertyville, ILLINOIS 60048
ATTORNEY DOCKET NUMBER:	GIHI TO MMLLC
NAME OF SUBMITTER:	Nanette B. Orr
Total Attachments: 7	

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ASSIGNMENT

WHEREAS, GENERAL INSTRUMENT HOLDINGS, INC., a corporation organized under the laws of DELAWARE, having a place of business at 600 North US Highway 45, Libertyville, IL 60048 (“ASSIGNOR”), is or may be the owner of right, title and interest in and to (a) the patents and/or patent applications listed in the attached Schedule A (the “LISTED PATENTS”), (b) any patents or patent applications (i) to which any of the LISTED PATENTS claims priority, (ii) that include a claim of priority to any patent or patent application to which any of the LISTED PATENTS claims priority, (iii) for which any of the LISTED PATENTS forms a basis for priority, and/or (iv) that form a basis for priority for any patent or patent application for which any of the LISTED PATENTS also forms a basis for priority; (c) reissues, reexaminations, extensions, continuations, continuations in part (if filed by or for ASSIGNEE), continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); (d) patents or patent applications that are subject to a terminal disclaimer with any item in any of the foregoing categories (a) through (c); and (e) national (of any country of origin) and multinational counterparts of any item in any of the foregoing categories (a) through (d), including, without limitation, certificates of invention and utility models; in each case of any item in any of the foregoing categories (b) through (e), whether or not expressly listed as LISTED PATENTS and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, abandoned or the like (the LISTED PATENTS, together with all of the items in the foregoing categories (b)-(e), collectively, the “PATENTS AND PATENT APPLICATIONS”).

WHEREAS, MOTOROLA MOBILITY LLC, a limited liability corporation organized under the laws of DELAWARE, having a place of business at 600 North US Highway 45, Libertyville, IL 60048 (“ASSIGNEE”), desires to obtain the entire right, title and interest in and to the PATENTS AND PATENT APPLICATIONS.

NOW, THEREFORE, in consideration of the good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE all of ASSIGNOR’s right, title and interest throughout the world in, to and under the PATENTS AND PATENT APPLICATIONS, including the inventions claimed therein, and all rights of action, powers, and benefits arising

from ownership of the PATENTS AND PATENT APPLICATIONS, including without limitation,

(A) the right to sue and recover for damages or other compensation and the right to sue and obtain other legal and equitable remedies in respect of all causes of action arising before, on, or after the date of this Assignment, including without limitation in respect of past, present or future infringements, and the right to fully and entirely stand in the place of the ASSIGNOR in all matters related thereto, and ASSIGNOR hereby also assigns and transfers to ASSIGNEE any claims for past use or infringement of the PATENTS AND PATENT APPLICATIONS, including without limitation claims for damages and accounting under applicable law, (B) the right to file and prosecute in its own name, wherever so permitted by law, patent applications, including corresponding applications, based on any of the PATENTS AND PATENT APPLICATIONS and to prosecute, make filings with respect to, defend and maintain the PATENTS AND PATENT APPLICATIONS before any patent office and governmental authority, including without limitation by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications relating thereto, and (C) the right to claim priority to any of the PATENTS AND PATENT APPLICATIONS pursuant to the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes.

ASSIGNEE may apply for and receive patents in its own name wherever so permitted by law and ASSIGNOR shall, when requested by ASSIGNEE, execute or cause to be executed all oaths, assignments, and powers of attorney to ASSIGNEE or to agents and legal representatives of ASSIGNEE, and all other papers necessary and proper to carry out the intent and purpose of this Assignment and to perfect ASSIGNEE's title in, to and under the PATENTS AND PATENT APPLICATIONS, and ASSIGNOR further agrees:

- a. to execute all papers necessary in connection with the PATENTS AND PATENT APPLICATIONS, and any continuing, divisional, reissue, reexamination or other corresponding application thereof and to execute any separate assignment in connection with such application as ASSIGNEE may deem necessary or expedient; and
- b. to perform all affirmative acts which may be necessary to obtain a grant of a valid patent to ASSIGNEE on any of the PATENTS AND PATENT APPLICATIONS and on any

continuation, division, reissue or reexamination of any of the PATENTS AND PATENT APPLICATIONS.

Notwithstanding the foregoing, ASSIGNEE shall be solely responsible for all costs whatsoever, including but not limited to attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of ASSIGNEE's right, title, and interest in and to the PATENTS AND PATENT APPLICATIONS and recordation and/or registration of this Assignment or any other document evidencing the assignment of the PATENTS AND PATENT APPLICATIONS.

ASSIGNOR retains no ownership rights in the PATENTS AND PATENT APPLICATIONS, the inventions, and the rights transferred to ASSIGNEE hereunder.

ASSIGNEE acknowledges that the PATENTS AND PATENT APPLICATIONS remain subject to covenants applicable to them granted prior to December 19, 2012 or, subject to that certain Acquisition Agreement, dated as of December 19, 2012 by and among ARRIS Group, Inc. and certain of its subsidiaries and ASSIGNOR and ASSIGNEE and/or certain of their affiliates, after December 19, 2012 and prior to the date hereof, in the ordinary course of business consistent with past practice (including in connection with settlement of disputes).

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

ASSIGNEE ACKNOWLEDGES THAT THE PATENTS AND PATENT APPLICATIONS ARE CONVEYED WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY PURSUANT TO THIS ASSIGNMENT, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by its duly authorized representative on this 25th day of January 2013.

GENERAL INSTRUMENT HOLDINGS, INC.

By: *[Signature]*

Printed Name: Katherine Stephens

Title: CEO, President and Secretary

Date: Jan 25, 2013

State of California

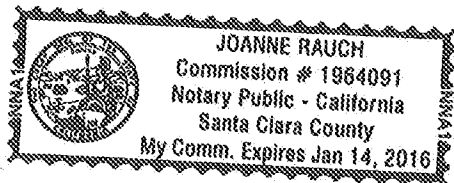
County of Santa Clara

On January 25, 2013, before me, Joanne Rauch, Notary Public, personally appeared Katherine Stephens, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public



ASSIGNEE hereby accepts receipt of the entire right, title and interest in and to the PATENTS AND PATENT APPLICATIONS.

MOTOROLA MOBILITY LLC

By: [Signature]

Printed Name: Katherine Stephens

Title: Assistant Secretary

Date: Jan 25, 2013

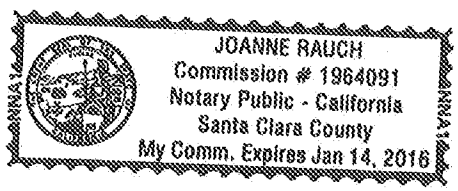
State of California
County of Santa Clara

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public



SCHEDULE A

Application Number	Country	Filing Date	Patent Number	Issue Date
96111137.4	France	07/11/1996	EP0755154	01/22/1997
96111137.4	Germany	07/11/1996	69610173	05/17/2001
96111137.4	Great Britain	07/11/1996	EP0755154	01/22/1997
08/493364	United States	07/21/1995	5671276	09/23/1997
99921973.6	France	05/14/1999	EP1088446	06/20/2007
99921973.6	Germany	05/14/1999	69936344	02/28/2008
99921973.6	Great Britain	05/14/1999	EP1088446	06/20/2007
09/716682	United States	11/20/2000	6948183	09/20/2005
27288/92	Australia	10/23/1992	648969	05/05/1994
2079862	Canada	10/05/1992	2079862	04/07/1998
92117001.5	Austria	10/06/1992	EP0538667	09/19/2001
92117001.5	Belgium	10/06/1992	EP0538667	09/19/2001
92117001.5	Denmark	10/06/1992	EP0538667	09/19/2001
92117001.5	European Patent Convention	10/06/1992	EP0538667	09/19/2001
92117001.5	France	10/06/1992	EP0538667	09/19/2001
92117001.5	Germany	10/06/1992	69232063	05/29/2002
92117001.5	Great Britain	10/06/1992	EP0538667	09/19/2001
92117001.5	Ireland	10/06/1992	EP0538667	09/19/2001
92117001.5	Italy	10/06/1992	EP0538667	09/19/2001
92117001.5	Netherlands	10/06/1992	EP0538667	09/19/2001
92117001.5	Spain	10/06/1992	EP0538667	09/19/2001
92117001.5	Sweden	10/06/1992	EP0538667	09/19/2001
92117001.5	Switzerland	10/06/1992	EP0538667	09/19/2001
98114569.5	Hong Kong	12/22/1998	HK1013383	04/04/2002
4-308068	Japan	10/22/1992	2875117	03/24/1999
92-19684	Republic of Korea	10/24/1992	264507	10/24/1991
P924111	Norway	10/23/1992	302680	04/06/1998
07/784474	United States	10/24/1991	5235419	08/10/1993
57708/94	Australia	03/09/1994	663671	10/12/1995
2118668	Canada	09/12/1994	2118668	12/22/1998
94103640.2	France	03/10/1994	EP0615384	09/20/2000
94103640.2	Germany	03/10/1994	69425919	05/10/2001
94103640.2	Great Britain	03/10/1994	EP0615384	09/20/2000
94103640.2	Ireland	03/10/1994	EP0615384	09/20/2000

Application Number	Country	Filing Date	Patent Number	Issue Date
94103640.2	Netherlands	03/10/1994	EP0615384	09/20/2000
94103640.2	Spain	03/10/1994	EP0615384	09/20/2000
94103640.2	Sweden	03/10/1994	EP0615384	09/20/2000
6-66545	Japan	03/11/1994	2945268	09/06/1999
94-4658	Republic of Korea	03/10/1994	100244827	02/15/2000
P940858	Norway	03/10/1994	311960	02/18/2002
08/023251	United States	03/11/1993	5376968	12/27/1994