

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UCENTRIC SYSTEMS, INC.	04/15/2013
RECEIVING PARTY DATA	
Name:	GENERAL INSTRUMENT CORPORATION
Street Address:	101 Tournament Drive
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7068972
Patent Number:	6526581
Patent Number:	7478416
Patent Number:	6654025
Patent Number:	8116612
Patent Number:	7231516
Application Number:	10411357
Patent Number:	7529263
CORRESPONDENCE DATA	
Fax Number:	8475232350
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	847-523-1276
Email:	a20138@motorola.com
Correspondent Name:	MOTOROLA MOBILITY LLC
Address Line 1:	600 North US Highway 45
Address Line 4:	Libertyville, ILLINOIS 60048

CH \$320.00 7068972

ATTORNEY DOCKET NUMBER:	UCENTRIC TO GIC
NAME OF SUBMITTER:	Nanette B. Orr
Signature:	/Nanette B. Orr/
Date:	06/13/2013
Total Attachments: 6 source=UCENTRIC_TO_GIC#page1.tif source=UCENTRIC_TO_GIC#page2.tif source=UCENTRIC_TO_GIC#page3.tif source=UCENTRIC_TO_GIC#page4.tif source=UCENTRIC_TO_GIC#page5.tif source=UCENTRIC_TO_GIC#page6.tif	

## ASSIGNMENT

WHEREAS, **Ucentric Systems, Inc.**, a corporation organized under the laws of Delaware, having a registered address at The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801 (formerly having a place of business at 5 Clock Tower Place, Suite 100, Maynard, Massachusetts 01754 USA) (“ASSIGNOR”), is 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, **General Instrument Corporation**, a corporation organized under the laws of Delaware, having a place of business at 101 Tournament Drive, Horsham, PA 19044 (“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 agreement (such agreement, the "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, 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 15<sup>th</sup> day of April, 2013.

**Ucentric Systems, Inc.**

By:   
Printed Name: Brian P. Farley  
Title: Assistant Secretary  
Date: April 15, 2013

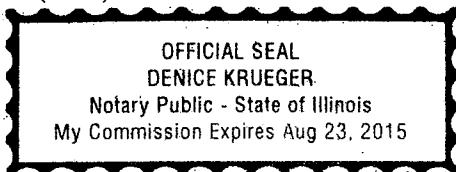
State of Illinois  
County of Lake

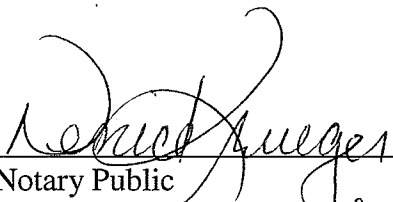
On April 15, 2013, before me personally appeared Brian P. Farley, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature 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.

(Seal)



  
Notary Public

My commission expires: Aug. 23, 2015

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

**General Instrument Corporation**

By: *[Signature]*  
Printed Name: Brian P. Farley  
Title: Assistant Secretary  
Date: April 15, 2013

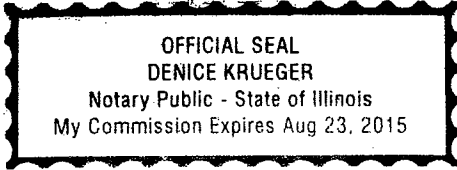
State of Illinois  
County of Lake

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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.

(Seal)



*[Signature]*  
Notary Public  
My commission expires: Aug 23, 2015

### SCHEDULE A

No.	Application Number	Filing Date	Patent Number	Issue Date	Country
1	2540876	10/7/2004			CANA
2	00945058.6	6/30/2000			EPC
3	04794318.8	10/7/2004	EP1673940	8/24/2011	FRAN
4	04794318.8	10/7/2004	EP1673940	8/24/2011	GBRI
5	04794318.8	10/7/2004	602004034150.9	8/24/2011	GERM
6	09/823289	3/30/2001	7068972	6/27/2006	USA
7	09/365726	8/3/1999	6526581	2/25/2003	USA
8	10/338916	1/9/2003	7478416	1/13/2009	USA
9	09/649493	8/28/2000	6654025	11/25/2003	USA
10	10/017675	12/15/2001	8116612	2/14/2012	USA
11	10/411063	4/10/2003	7231516	6/12/2007	USA
12	10/411357	4/10/2003			USA
13	10/345870	1/16/2003	7529263	5/5/2009	USA