

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3026607

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENERAL INSTRUMENT CORPORATION	08/22/2014
RECEIVING PARTY DATA	
Name:	GENERAL INSTRUMENT HOLDINGS, INC.
Street Address:	1600 AMPHITHEATRE PARKWAY
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13863295
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(404) 892-5005
Email:	apsi@fr.com
Correspondent Name:	MATTHEW R. ALLEN
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	16113-6307001
NAME OF SUBMITTER:	CATIE JACKSON
SIGNATURE:	/Catie Jackson/
DATE SIGNED:	09/17/2014
Total Attachments: 6	
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PATENT

ASSIGNMENT

WHEREAS, **General Instrument Corporation**, a corporation organized under the laws of Delaware, having an address at 101 Tournament Drive, Horsham, PA 19044, 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 Holdings, Inc.**, a corporation organized under the laws of Delaware, having an address at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA (“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 22 day of August, 2014.

General Instrument Corporation

By:

Lawrence A. Margolis

Printed Name:

Lawrence A. Margolis

Title:

President

Date:

8/22/14

State of Georgia

County of Forsyth

On 22 Aug 14, before me personally appeared Lawrence A. Margolis, 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.

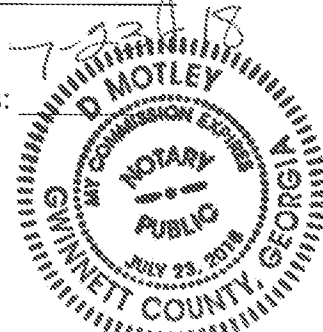
I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

D. Motley
Notary Public

My commission expires:





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

General Instrument Holdings, Inc.

By:

[Handwritten signature]

Printed Name:

Kenneth Yi

Title:

Director, CEO, President & Secretary

Date:

September 15, 2014

State of California

County of Santa Clara

On Sept. 15, 2014, before me personally appeared Kenneth Yi, 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.

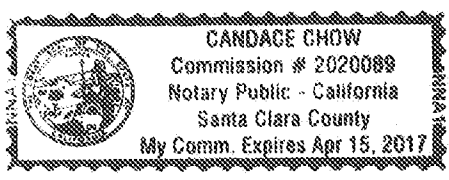
WITNESS my hand and official seal.

(Seal)

[Handwritten signature]

Notary Public

My commission expires: 4-15-17



SCHEDULE A

No.	Country	Application Number	Filing Date	Patent Number	Issue Date
1	United States	13/721470	12/20/2012		
2	United States	13/734765	01/04/2013		
3	United States	13/734778	01/04/2013		
4	United States	13/858597	04/08/2013		
5	United States	13/862321	04/12/2013		
6	United States	13/863295	04/15/2013		
7	United States	13/862297	04/12/2013		
8	United States	13/863329	04/15/2013		
9	United States	08/560732	11/20/1995	5949948	09/07/1999
10	United States	09/273236	03/18/1999	6356708	03/12/2002
11	United States	08/979145	11/26/1997	6304714	10/16/2001
12	United States#	13/348368	01/11/2012		
13	United States#	13/793227	03/11/2013		
14	United States#	13/793328	03/11/2013		
15	PCT	PCT/US12/70871	12/20/2012		
16	PCT	PCT/US13/20390	01/04/2013		
17	PCT	PCT/US13/20388	01/04/2013		
18	PCT	PCT/US13/41387	04/16/2013		
19	Canada	2237690	11/08/1996	2237690	01/06/2004
20	Canada	2218688	04/19/1996	2218688	06/06/2006
21	Canada	2507261	04/19/1996	2507261	04/07/2009
22	Japan	2013-552539	01/17/2012		
23	Japan	1997-519765	11/08/1996	3641686	02/04/2005
24	Japan	1996-531979	04/19/1996	4108121	04/11/2008