

MRS
10-4-99

TRADEMARK RECORDATION COVER SHEET

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
Crystal Gateway 4, 3rd Floor
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513

10-05-1999



101161877

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Grass Valley (US) Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Congress Financial Corporation (Western)</u> Street Address: <u>One Main Place</u> <u>101 S.W. Main, Suite 725</u> City <u>Portland</u> State <u>OR</u> Zip <u>97204</u></p> <p><input type="checkbox"/> Individual(s) _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>California</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, A domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 24, 1999</u></p>	<p>4. Application number(s) or registration number(s)</p> <p>A. Trademark Application No(s): <u>75/669,259 75/741,364 75/740,911</u></p> <p>B. Trademark Registration No(s): <u>1,032,068, 1,061,168, 1,144,849, 1,257,419, 1,375,521, 1,400,227, 1,619,593, 1,619,594, 1,860,274, 1,984,489, 2,093,007, 2,103,100</u></p>
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Marshall C. Stoddard Jr., Esq.</u> Street Address: <u>Kelley Drye & Warren LLP</u> <u>777 South Figueroa Street, Suite 2700</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017-5825</u></p>	<p>6. Total number of applications and registrations involved: <u>15</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$390.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Percy G. Porter Jr. October 1, 1999
Name of Person Signing Signature Date

**COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)**

COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) dated September 24, 1999, between GRASS VALLEY (US) INC., a Delaware corporation with offices at 400 Providence Mine Road, Nevada City, California 95959-2953 ("Pledgor"), and CONGRESS FINANCIAL CORPORATION (WESTERN), a California corporation, with an office at One Main Place, 101 S.W. Main, Suite 725, Portland, Oregon 97204, as agent for the "Lender" as defined below (in such capacity, "Pledgee").

W I T N E S S E T H:

WHEREAS, Pledgee, Pledgor and certain financial institutions from time to time a party thereto (collectively, "Lender") have entered into that certain Loan and Security Agreement dated the date hereof (together with all agreements entered into in connection therewith, the "Financing Agreements"), pursuant to which Pledgee has made and may in the future, in its discretion, make certain loans and advances and extend credit to Pledgor, subject to the terms and provisions of the Financing Agreements;

WHEREAS, Pledgor owns all right, title, and interest in and to, among other things, all the trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames, set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, in order to secure Pledgor's Obligations (as defined in the Financing Agreements) to Pledgee, Pledgor has agreed to grant to Pledgee a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Pledgee has requested Pledgor to enter into this Security Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of Pledgor's Obligations, and to induce Lender to make loans and advances to Pledgor, Pledgor hereby grants to Pledgee a security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Security Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Pledgee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Security Agreement or any payment received by Pledgee relating to the Collateral, nor shall Pledgee be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Pledgor represents and warrants to Pledgee that:

(a) Pledgor is the owner of the Collateral, and, to the best of its knowledge, no adverse claims have been made with respect to its title to or the validity of the Collateral;

(b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Pledgor has any or all right, title and interest as of the date hereof;

(c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Pledgor as licensor), except for Pledgee's interests granted hereunder and other security interests or liens permitted under the Financing Agreements; and

(d) when this Security Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Security Agreement and by the Financing Agreements, this Security Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest except as permitted under the Financing Agreements.

3. Covenants. Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of the Collateral; provided

however, that Pledgor will not be required to maintain any Collateral which no longer has any economic value. Pledgor will maintain consistent standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgor maintained for such goods and services prior to entering into this Security Agreement. Pledgee shall have the right to enter upon Pledgor's premises at all reasonable times during normal business hours, or at any time if an Event of Default exists or has occurred and is continuing, to monitor such quality standards. Without limiting the generality of the foregoing, Pledgor shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee if such expiration, termination or abandonment would have a material adverse effect on the financial condition, operations or business of Pledgor. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Pledgor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Pledgor shall give Pledgee prompt notice thereof in writing.

4. **Use Prior to Default.** Effective until Pledgee's exercise of its rights and remedies upon an Event of Default under and as defined in the Financing Agreements (an "Event of Default"), Pledgor shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Security Agreement.

5. **Remedies Upon Default.** Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee. Pledgee in such event may collect directly any payments due to Pledgor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgor fails or refuses to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgor may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to Pledgor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

6. **Cumulative Remedies.** The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Security Agreement may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Pledgor and Pledgee. Pledgor hereby authorizes Pledgee to modify this Security Agreement, following written notice to Pledgor, by amending Exhibit A hereto to include any Future Trademarks.

8. Waiver of Rights. No course of dealing between the parties to this Security Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Security Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided however, that no interest herein or in or to the Collateral may be assigned by Pledgor without the prior written consent of Pledgee; and, provided further, that Pledgee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms of the Financing Agreements. §

10. Future Acts. Until the Obligations shall have been paid in full, Pledgor shall have the duty to make applications on material unregistered but registrable as trademarks in any location where Pledgor does business, to prosecute such applications diligently, and to preserve and maintain all rights in the Trademarks and the other Collateral. Any expenses incurred in connection with such applications and other actions shall be borne by Pledgor. Pledgor shall not abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the consent of Pledgee, except to the extent that such abandonment would not have a material adverse effect on the financial conditions, operations or business of Pledgor.

11. Enforcement. Upon Pledgor's failure to do so after Pledgee's demand, or upon an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Pledgor, shall at the request of Pledgee, do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee or its agents for all costs and expenses incurred by Pledgee in the exercise of its rights under this Section 11.

12. Release. At such time as Pledgor shall completely satisfy all of the Obligations, and the Financing Agreements have been terminated, other than upon enforcement of Pledgee's remedies under the Financing Agreements after an Event of Default, Pledgee will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release Pledgor's lien in the Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

13. Severability. If any clause or provision of this Security Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

14. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Security Agreement shall be given in the manner prescribed by the Financing Agreements.

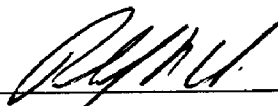
15. Governing Law. This Security Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Security Agreement shall be tried and litigated only in the State and federal courts located in the Borough of Manhattan, County of New York, State of New York. PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS SECURITY AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 15.

16. Supplement. This Security Agreement is a supplement to, and is hereby incorporated into, the Financing Agreements and made a part thereof.

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

PLEDGOR

GRASS VALLEY (US) INC.,
a Delaware corporation

By: 
Name: _____
Title: _____

PLEDGEE

CONGRESS FINANCIAL CORPORATION
(WESTERN), a California corporation


By: 
Name: _____
Title: _____

EXHIBIT A
[To be provided]

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Los Angeles

)
) ss.
)

On September 14, 1999, before me, "Percy G. Porter Jr. Notary Public"

Date

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Peter J. Dicorti

Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Collateral Assignment of Trademarks
Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Signer is Representing:
Name of Person(s) or Entity(ies)

MARK	REF. #	FILING DATE	APPL'N #	REG. DATE	REG. #
UNITED STATES					
BORDERLINE	T05133US0	12/26/96	73/023,884	2/3/96	1,032,068
GRASS VALLEY GROUP	T05134US0	3/15/97	-----	3/15/97	1,061,168
GVG	T05139US0	3/16/79	73/207,683	12/30/80	1,144,849
E-MEM	T05141US0	5/27/80	73/263,653	11/15/83	1,257,419
TEN-X	T05145US0	11/29/85	73/570,944	7/8/86	1,400,227
GVG Logo 84 (Design C)	T02052US0	11/16/89	74/002,887	10/30/90	1,619,593
GRASS VALLEY GROUP	T02051US0	11/16/89	74/002,891	10/30/90	1,619,594
TRAILBLAZER	T02416US0	3/24/92	74/258,759	10/25/94	1,860,274
PROFILE	T02136US0	1/24/94	74/481,701	7/2/96	1,984,489
CONTENTSHARE	T09823US0	3/29/99	75/669,259		
NEWSTAR					1,375,521
EDITSTAR					2,093,007
CCAPTURE					2,103,100
SIMULEDIT	T09824US0	6/15/99	75/741,364		
SIMULPLAY	T09825US0	6/15/99	75/740,911		
ARGENTINA					
GRASS VALLEY GROUP	T07430AR0	7/10/84	1442961	4/3/89	1339222
AUSTRALIA					
BORDERLINE	T05256AU0	1/9/97	295369	3/23/97	A295369
GRASS VALLEY GROUP	T05264AU0	1/7/97	B294313	2/17/97	A294313
E-MEM	T05266AU0	12/16/86	A346687	5/29/87	A346687
BENELUX					
GRASS VALLEY	T09710BX0	8/28/96	877611	5/6/97	595754
BOLIVIA					
GRASS VALLEY GROUP	T02101BO0	12/3/91	781	3/30/93	C-54560
GVG Logo 84 (Design C)	T02102BO0	12/3/91	781	3/30/93	C-54657
GRASS VALLEY	T02461BO0	3/27/96	2582		
BRAZIL					
GRASS VALLEY GROUP	T06232BR0	8/30/96	29230	12/25/96	6493106
BORDERLINE	T06234BR0	10/10/97	41415	11/10/87	6626866
E-MEM	T06237BR0	8/30/96	29231	12/16/96	811868206
CANADA					
GVG Logo 84 (Design C)	T06424CA0	10/14/92	714822	7/15/94	TMA430426
GVG Logo 61 (Design B)	T06394CA0	5/27/92	220716	5/27/92	220716
GRASS VALLEY GROUP	T06393CA0	5/27/92	220717	5/27/92	220717
BORDERLINE	T06395CA0	11/4/92	223991	11/4/92	223991
E-MEM	T05653CA0	8/20/80	457695	9/14/84	295118
CHINA					
GRASS VALLEY	T09707CN0	8/30/96	960099057	2/28/98	1155306
COLOMBIA					
GRASS VALLEY GROUP	T02104CO0	12/5/91	351859	8/26/94	162762
GVG Logo 84 (Design C)	T02105CO0	12/5/91	351852	10/18/94	168775
ECUADOR					
GRASS VALLEY GROUP	T02107EC0	12/16/91	29276	6/25/93	1580-93
GVG Logo 84 (Design C)	T02108EC0	12/16/92	29277	6/25/93	1581-93

MARK	REF. #	FILING DATE	APPL'N #	REG. DATE	REG. #
FRANCE					
GRASS VALLEY GROUP	T02423FR0	11/17/95	-----	3/14/96	1347139
GVG Logo 61 (Design B)	T02424FR0	11/17/95	-----	3/16/96	1347140
BORDERLINE	T02425FR0	11/27/95	-----	5/9/96	1354840
E-MEM	T02426FR0	6/21/90	21 772	6/21/90	1599230
GRASS VALLEY	T09711FR0	8/30/96	96/640188	8/30/96	96640188
GERMANY					
BORDERLINE	T05302DE0	3/25/96	958541	3/25/96	958541/9
Grass Valley Group Logo 61 (Design A)	T05301DE0	3/25/96	-----	3/25/96	959927
E-MEM	T05299DE0	6/6/90	1011781	6/6/90	1011781
GRASS VALLEY	T02462DE0	4/12/96	39617651.8	4/12/96	39617651
GRASS VALLEY GROUP	T05300DE0	-----	-----	2/13/96	959926/9
HONG KONG					
GRASS VALLEY GROUP	T06592HK0	12/10/89	-----	1/8/89	2784 of 1989
GRASS VALLEY	T09706HK0	8/29/96	10733/1996	8/29/96	5172/1998
JAPAN					
BORDERLINE	T09680JP0	8/18/89	213345/89	11/30/89	1398254
GRASS VALLEY GROUP	T09682JP0	11/22/89	218976/89	2/28/90	1408595
GVG Logo 61 (Design B)	T09683JP0	11/22/89	218977/89	2/28/90	1408596
E-MEM	T09688JP0	11/28/95	07-738929	11/29/95	1823928
GVG Logo 84 (Design C)	T09689JP0	7/6/87	77437/87	4/30/91	2304769
GRASS VALLEY	T02463JP0	4/18/96	8-42590	3/6/98	4120699
MEXICO					
GRASS VALLEY GROUP	T06560MX0	10/14/94	95146	2/13/95	381151
GVG Logo 84 (Design C)	T06561MX0	10/14/94	95147	2/23/95	384061
GRASS VALLEY	T02464MX0	5/13/96	262338	7/19/96	526581
NEW ZEALAND					
BORDERLINE	T05724NZ0	4/2/97	-----	4/2/97	115250
E-MEM	T05725NZ0	6/5/87	132839	6/5/87	132839
GRASS VALLEY GROUP	T05722NZ0	2/23/97	-----	2/23/97	B114771
PERU					
GVG Logo 84 (Design C)	T02110PE0	5/13/94	242300	9/26/94	10240
GRASS VALLEY	T02465PE0	4/24/96	8875	9/4/96	28848
GRASS VALLEY GROUP	T06660PE0	1/17/94	234998	4/6/94	52552
GVG Logo 61 (Design B)	T06661PE0	1/12/94	234665	4/27/94	52828
SOUTH KOREA					
GRASS VALLEY	T09708KR0	8/29/96	96-38418	7/21/98	411160
SWEDEN					
GRASS VALLEY	T09712SE0	9/30/96	96/08831	9/19/97	324833
SWITZERLAND					
GRASS VALLEY GROUP	T09150CH0	3/28/83	1832	3/28/83	332239
GVG Logo 61 (Design B)	T09151CH0	3/28/83	1834	3/28/83	332456
TAIWAN					
GRASS VALLEY	T09709TW0	9/2/96	85/43784		

MARK	REF. #	FILING DATE	APPL'N #	REG. DATE	REG. #
UNITED KINGDOM					
BORDERLINE	T05235GB0	1/16/96	1060530	3/22/97	1060530
GRASS VALLEY GROUP	T05233GB0	1/16/96	1058621	2/11/97	1058621
E-MEM	T05237GB0	12/15/94	B1337371	3/3/95	B1337371
Z-KEY	T02432GB0	3/1/93	1528262	3/1/93	B1528262
VENEZUELA					
GRASS VALLEY GROUP	T02112VE0	12/16/91	26184-91	-----	167810-F
GVG Logo 84 (Design C)	T02113VE0	12/18/91	26458-91	-----	168084-F