

10-18-1999



IN THE UNITED STATES POSTAL SERVICE MARK OFFICE

101173265

Handwritten: 10/12/99

RECORDATION FORM COVER SHEET

Handwritten: 10/12/99

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Please record the attached original documents or copy thereof:

1. Name and address of conveying party:

Grass Valley Group Inc.
a Delaware Corporation
11995 El Camino Real, Suite 301
San Diego, California 92130

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO:

ASSISTANT COMMISSIONER FOR PATENTS
WASHINGTON, DC 20231

ON:

October 5, 1999

Handwritten Signature: Valerie Gasperetti

Signature

Valerie Gasperetti

Typed Name

2. Name and address of receiving party:

Tektronix, Inc.
an Oregon Corporation
26600 SW Parkway, M/S 63-820
Wilsonville, Oregon 97070-1000

3. Nature of conveyance: Security Agreement

Execution Date: September 24, 1999

4. Application numbers or registration numbers:

Mark	Registration No./Application No.	Registration Date/Filing Date
BORDERLINE	1032068	2/3/96
CONTENTSHARE	75/669259	3/29/99
E-MEM	1257419	11/15/83
GRASS VALLEY GROUP	1619594	10/30/90
GRASS VALLEY GROUP	1061168	3/15/97
GVG	1144849	3/16/79
GVG Logo 84	1619593	10/30/90
PROFILE	1984489	7/2/96
SIMULEDIT	75/741364	6/15/99
SIMULPLAY	75/740911	6/15/99

10/15/1999 MTHA11 40000360 75669259 40.00 350.00

Mark	Registration No./Application No.	Registration Date/Filing Date
TEN-X	1400227	7/8/86
TRAILBLAZER	1860274	10/25/94
CCAPTURE	2103100	10/7/97
EDITSTAR	2093007	9/2/97
NEWSTAR	1375521	12/17/85

5. Name and address of party to whom correspondence concerning document should be mailed:

John Winkelman
 Tektronix, Inc.
 PO Box 1000 (63-LAW)
 Wilsonville, OR 97070-1000

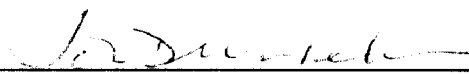
6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41): \$390

8. The Commissioner is hereby authorized to charge any additional fees which may be required in connection with the recording of this document or to credit any overpayment to Deposit Account No. 19-4455.

9. 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.

Respectfully submitted,



 John Winkelman

Total number of pages comprising cover sheet and conveyance: 15

Date: September 27, 1999

**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 ("Pledgor"), and TEKTRONIX, INC., an Oregon corporation, with an office at 26600 SW Parkway, M/S 63-820, Wilsonville, OR 97070-1000 ("Pledgee").

W I T N E S S E T H:

WHEREAS, Pledgor and Grass Valley Group Inc. have executed and delivered to Pledgee a promissory note in the amount of \$24,500,000 (the "Original Note") evidencing indebtedness of Pledgor and Grass Valley Group Inc. to Pledgee. The Original Note has been executed and delivered pursuant to a VCP Asset Purchase Agreement between Pledgee and Grass Valley Group Inc. dated as of August 6, 1999, as amended (the "Purchase Agreement");

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 below) 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 Pledgee 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");

SUBJECT TO THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF SEPTEMBER 24, 1999 BETWEEN TEKTRONIX, INC., AN OREGON CORPORATION AND CONGRESS FINANCIAL CORPORATION (WESTERN), A CALIFORNIA CORPORATION, AS AGENT.

(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 (g) are hereinafter referred to collectively as the "Collateral."

This Agreement is executed and delivered to secure the following (the "Obligations"):

(i) The Original Note;

(ii) Any New Note (as defined in the Purchase Agreement) given to in replacement for the Original Note (the Original Note, the New Note, and any notes given in substitution or replacement or renewal thereof, being hereafter referred to as the "Note");

(iii) All principal, interest, attorneys' fees and other expenses payable pursuant to the Note;

(iv) All obligations owing by Pledgor to Pledgee under this Agreement, the Security Agreement of even date hereof between Pledgor and Pledgee, and the other documents delivered by Pledgor to Pledgee to secure the Note (collectively, the "Financing Agreements").

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this 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 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 the Senior Liens (as hereinafter defined); and

(d) when this 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 Agreement and by the Financing Agreements, this 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 for the Senior Liens.

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 the same 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 to monitor such quality standards. 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 Agreement.

5. Remedies Upon Default. Subject to the restrictions in the Subordination Agreement (as hereafter defined), 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, subject to the rights of the holders of the Senior Liens, 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. 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 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 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 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 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.

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 the trademark covered by such application or registration has no economic value.

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 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 Agreement shall be given in the manner prescribed by the Financing Agreements.

15. Governing Law. This 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 California, 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 Agreement shall, at Pledgee's election, be tried and litigated in the State and federal courts located in the County of Los Angeles, State of California. 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.

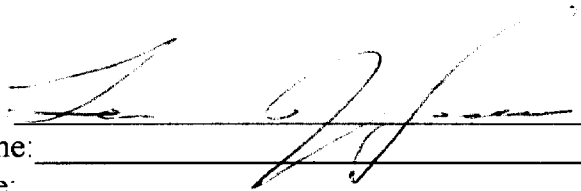
16. Senior Liens. The parties hereto acknowledge that the Collateral is subject to the pledges and security interests (the "Senior Liens") in the Collateral granted to Congress Financial Corporation (Western), as Agent, pursuant to a Loan and Security Agreement dated of even date hereof among Congress Financial Corporation (Western), as Agent, the financial institutions listed on the signature page thereto, and Pledgor and related financing agreements among Pledgor, Congress Financial Corporation (Western), as Agent, and such financial institutions, and that this Agreement, and Pledgee's rights and remedies hereunder are subject to the provisions and restrictions of that certain Subordination Agreement among Pledgee and Congress Financial Corporation (Western), as Agent, dated as of September 24, 1999 (the "Subordination Agreement").

17. 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.

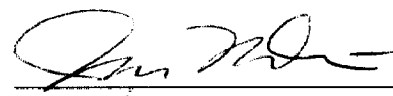
PLEDGOR

GRASS VALLEY (US) INC.,
a Delaware corporation

By: 
Name: _____
Title: _____

PLEDGEE

TEKTRONIX, INC., an Oregon corporation

By: 
Name: JAMES R. DALTON
Title: VICE PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ Oregon)
) ss.
COUNTY OF Multnomah)

On September 24, 1999, before me, Bethany K. Luke,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared James F. Dalton,
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.

Bethany K. Luke
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)

- Individual
- Corporate Officer

Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Collateral Assignment of Trademarks

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~ Oregon)
)
) SS.
COUNTY OF Multnomah)

On September 24, 1999, before me, Bethany K Luke, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Dr. Terence T. Gooding,
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.

Bethany K Luke
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

Collateral Assignment of Trademarks

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

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

Number of Pages

Date of Document

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

Signer(s) Other Than Named Above

Video & Networking Division
(Grass Valley Products & Disk Video Storage)

REGISTERED and PENDING TRADEMARKS

Page 1

COUNTRY	TEK DOCKET #	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BORDERLINE							
AUSTRALIA	T05256AU0	1/9/97	295369	3/23/97	A295369	REGISTERED	09
BRAZIL	T06234BR0	10/10/97	041415	11/10/87	06626866	REGISTERED	N09
FRANCE	T02425FR0	11/27/95	-----	5/9/96	1354840	REGISTERED	09
GERMANY	T05302DE0	3/25/96	958541	3/25/96	958541/9	REGISTERED	09
JAPAN	T09680JP0	8/18/89	213345/89	11/30/89	1398254	REGISTERED	N11
NEW ZEALAND	T05724NZ0	4/2/97	-----	4/2/97	115250	REGISTERED	09
UNITED KINGDOM	T05235GB0	1/16/96	1060530	3/22/97	1060530	REGISTERED	09
UNITED STATES	T05133US0	12/26/96	73/023,884	2/3/96	1,032,068	REGISTERED	09
CONTENTSHARE							
UNITED STATES	T09823US0	3/29/99	75/669,259			PENDING	09
E-MEM							
AUSTRALIA	T05266AU0	12/16/86	A346687	5/29/87	A346687	REGISTERED	09
BRAZIL	T06237BR0	8/30/96	029231	12/16/96	811868206	REGISTERED	N09
CANADA	T05653CA0	8/20/80	457695	9/14/84	295118	REGISTERED	*09
FRANCE	T02426FR0	6/21/90	21 772	6/21/90	1599230	REGISTERED	09
GERMANY	T05299DE0	6/6/90	1011781	6/6/90	1011781	REGISTERED	09
JAPAN	T09688JP0	11/28/95	07-738929	11/29/95	1823928	REGISTERED	N11
NEW ZEALAND	T05725NZ0	6/5/87	132839	6/5/87	132839	REGISTERED	09
UNITED KINGDOM	T05237GB0	12/15/94	B1337371	3/3/95	B1337371	REGISTERED	09
UNITED STATES	T05141US0	5/27/80	73/263,653	11/15/83	1,257,419	REGISTERED	09
GRASS VALLEY							
BENELUX	T09710BX0	8/28/96	877611	5/6/97	595754	REGISTERED	09
BOLIVIA	T02461BO0	3/27/96	2582			PENDING	09
CHINA	T09707CN0	8/30/96	960099057	2/28/98	1155306	REGISTERED	09
FRANCE	T09711FR0	8/30/96	96/640188	8/30/96	96640188	REGISTERED	09
GERMANY	T02462DE0	4/12/96	39617651.8	4/12/96	39617651	REGISTERED	09
HONG KONG	T09706HK0	8/29/96	10733/1996	8/29/96	5172/1998	REGISTERED	09
JAPAN	T02463JP0	4/18/96	8-42590	3/6/98	4120699	REGISTERED	09
MEXICO	T02464MX0	5/13/96	262338	7/19/96	526581	REGISTERED	09
PERU	T02465PE0	4/24/96	8875	9/4/96	28848	REGISTERED	09
SOUTH KOREA	T09708KR0	8/29/96	96-38418	7/21/98	411160	REGISTERED	09
SWEDEN	T09712SE0	9/30/96	96/08831	9/19/97	324833	REGISTERED	09
TAIWAN	T09709TW0	9/2/96	85/43784			PENDING	09

Video & Networking Division
(Grass Valley Products & Disk Video Storage)

REGISTERED and PENDING TRADEMARKS

Page 2

COUNTRY	TEK DOCKET #	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
GRASS VALLEY GROUP							
ARGENTINA	T07430AR0	7/10/84	1442961	4/3/89	1339222	REGISTERED	09
AUSTRALIA	T05264AU0	1/7/97	B294313	2/17/97	A294313	REGISTERED	09
BOLIVIA	T02101BO0	12/3/91	0781	3/30/93	C-54560	REGISTERED	09
BRAZIL	T06232BR0	8/30/96	029230	12/25/96	06493106	REGISTERED	N09
CANADA	T06393CA0	5/27/92	220717	5/27/92	220717	REGISTERED	*09
COLOMBIA	T02104CO0	12/5/91	351859	8/26/94	162762	REGISTERED	09
ECUADOR	T02107EC0	12/16/91	29276	6/25/93	1580-93	REGISTERED	09
FRANCE	T02423FR0	11/17/95	-----	3/14/96	1347139	REGISTERED	09
GERMANY	T05300DE0	-----	-----	2/13/96	959926/9	REGISTERED	09
HONG KONG	T06592HK0	12/10/89	-----	1/8/89	2784 of 1989	REGISTERED	09
JAPAN	T09682JP0	11/22/89	218976/89	2/28/90	1408595	REGISTERED	N11
MEXICO	T06560MX0	10/14/94	95146	2/13/95	381151	REGISTERED	09
NEW ZEALAND	T05722NZ0	2/23/97	-----	2/23/97	B114771	REGISTERED	09
PERU	T06660PE0	1/17/94	234998	4/6/94	52552	REGISTERED	09
SWITZERLAND	T09150CH0	3/28/83	1832	3/28/83	332239	REGISTERED	09,16
UNITED KINGDOM	T05233GB0	1/16/96	1058621	2/11/97	1058621	REGISTERED	09
UNITED STATES	T02051US0	11/16/89	74/002,891	10/30/90	1,619,594	REGISTERED	09
UNITED STATES	T05134US0	3/15/97	-----	3/15/97	1,061,168	REGISTERED	09
VENEZUELA	T02112VE0	12/16/91	26184-91	-----	167810-F	REGISTERED	09
Grass Valley Group Logo 61 (Design A)							
GERMANY	T05301DE0	3/25/96	-----	3/25/96	959927	REGISTERED	09
GVG							
UNITED STATES	T05139US0	3/16/79	73/207,683	12/30/80	1,144,849	REGISTERED	09
GVG Logo 61 (Design B)							
CANADA	T06394CA0	5/27/92	220716	5/27/92	220716	REGISTERED	*09
FRANCE	T02424FR0	11/17/95	-----	3/16/96	1347140	REGISTERED	09
JAPAN	T09683JP0	11/22/89	218977/89	2/28/90	1408596	REGISTERED	N11
PERU	T06661PE0	1/12/94	234665	4/27/94	52828	REGISTERED	09
SWITZERLAND	T09151CH0	3/28/83	1834	3/28/83	332456	REGISTERED	09,16
GVG Logo 84 (Design C)							
BOLIVIA	T02102BO0	12/3/91	0781	3/30/93	C-54657	REGISTERED	09
CANADA	T06424CA0	10/14/92	714822	7/15/94	TMA430426	REGISTERED	*09

Video & Networking Division
(Grass Valley Products & Disk Video Storage)

REGISTERED and PENDING TRADEMARKS

COUNTRY	TEK DOCKET #	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
COLOMBIA	T02105CO0	12/5/91	351852	10/18/94	168775	REGISTERED	09
ECUADOR	T02108EC0	12/16/92	29277	6/25/93	1581-93	REGISTERED	09
JAPAN	T09689JP0	7/6/87	77437/87	4/30/91	2304769	REGISTERED	N11
MEXICO	T06561MX0	10/14/94	95147	2/23/95	384061	REGISTERED	09
PERU	T02110PE0	5/13/94	242300	9/26/94	10240	REGISTERED	09
UNITED STATES	T02052US0	11/16/89	74/002,887	10/30/90	1,619,593	REGISTERED	09
VENEZUELA	T02113VE0	12/18/91	26458-91	-----	168084-F	REGISTERED	09
PROFILE							
UNITED STATES	T02136US0	1/24/94	74/481,701	7/2/96	1,984,489	REGISTERED	09
SIMULEDIT							
UNITED STATES	T09824US0	6/15/99	75/741,364				PENDING
SIMULPLAY							
UNITED STATES	T09825US0	6/15/99	75/740,911				PENDING
TEN-X							
UNITED STATES	T05145US0	11/29/85	73/570,944	7/8/86	1,400,227	REGISTERED	09
TRAILBLAZER							
UNITED STATES	T02416US0	3/24/92	74/258,759	10/25/94	1,860,274	REGISTERED	09
Z-KEY							
UNITED KINGDOM	T02432GB0	3/1/93	1528262	3/1/93	B1528262	REGISTERED	09
CCAPTURE							
UNITED STATES	T09739US0	8/19/96	75/152,776	10/7/97	2,103,100	REGISTERED	09
EDITSTAR							
UNITED STATES	T09743US0	8/5/96	75,144,481	9/2/97	2,093,007	REGISTERED	09
NEWSTAR							
UNITED STATES	T09733US0	10/31/83	73/450,384	12/17/85	1,375,521	REGISTERED	09

Video & Networking Division
(Grass Valley Products & Disk Video Storage)

REGISTERED and PENDING TRADEMARKS

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COUNTRY	TEK DOCKET # -	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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NOTES:

1. Classes shown are International classes, unless preceded by "N". The latter are based on the country's national classification system.
2. Classes shown for Canadian cases are equivalent International class, since Canada does not assign classes to trademark applications/registrations.
3. Application numbers and dates are the most recent ones assigned. Many countries assign new application numbers and dates when a registration is renewed.

DESIGN MARKS

DESIGN A

GRASS VALLEY GROUP 

DESIGN B



DESIGN C

DOMAIN NAMES

grassvalleygroup.com

grassvalleyinc.com

contentshare.com

Video & Networking Division
(Grass Valley Products & Disk Video Storage)

UNREGISTERED TRADEMARKS

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TRADEMARK	TEK DOCKET #	STATUS
CHROMATTE	T00038ZZ0	UNREGISTERED
DIGITAL MEDIA FOUNDATION		UNREGISTERED
EMPHASYS	T00047ZZ0	UNREGISTERED
GRASS VALLEY	T02150ZZ0	UNREGISTERED
HORIZON	T02180ZZ0	UNREGISTERED
KADENZA	T00004ZZ0	UNREGISTERED
KALEIDOSCOPE	T02183ZZ0	UNREGISTERED
KALYPSO	T09829US0	UNREGISTERED
KOLORGRAB	T00035ZZ0	UNREGISTERED
KRYSTAL	T09755ZZ0	UNREGISTERED
LAMINA	T00046ZZ0	UNREGISTERED
LEADER		UNREGISTERED
LEADER PLUS		UNREGISTERED
MASTER 21	T00013ZZ0	UNREGISTERED
PERFORMER	T00051ZZ0	UNREGISTERED
SCHOOLWATCH		UNREGISTERED
SILHOUETTE	T00052ZZ0	UNREGISTERED
SQUEEZEBACK	T09773ZZ0	UNREGISTERED
VIDEOTRANSPORT	T09791ZZ0	UNREGISTERED
XEDL	T09786ZZ0	UNREGISTERED