

1-31-92



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7.18.00

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **TEKTRONIX, INC.**

Tektronix, Inc..

- Individual(s)
- General Partnership
- Corporation
- Other:

Additional name(s) of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies):

Name: **Grass Valley Group, Inc.**  
Address: **400 Providence Mine Road  
Nevada City, CA 95959**

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: **Delaware Limited Liability Company**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(s) attached:  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: **Transfer Agreement**
- Merger
- Change of Name

Effective Date: **September 24, 1999**

4. Application number(s) or registration number(s): See Attached Schedule

A. Trademark Application No.(s)

**75/689,258, 75,741,364, 75/740,911**

B. Trademark Registration No.(s)

**1,032,068, 1,257,419, 1,619,594, 1,061,168, 1,144,849,  
1,619,593, 1,984,489, 1,400,227, 1,860,274, 2,103,100,  
2,093,100, 2,093,007, 1,375,521**

Additional Numbers attached?  Yes  No

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

Name: **ALLEN J. BADEN, ESQ.**  
Address: **KENYON & KENYON  
333 W. San Carlos, Street, #600 San Jose, CA 95110**

6. Total number of applications and registrations involved: **16**

7. Total fee (37 C.F.R. 3.41) ..... **\$640.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: **11-0600**

**DO NOT USE THIS SPACE**

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.*

**08/08/2000 DNGUYEN 00000085 110600 75689258**

**01 FC:481 40.00 CH**  
**02 FC:482 1875.00 CH**

Name of Person Signing

Signature

July 14, 2000  
Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion  
Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks  
Box Assignments  
Washington DC 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

## VCP TECHNOLOGY TRANSFER AGREEMENT

This VCP Technology Transfer Agreement (this "Agreement") dated as of September 24, 1999 is made between Grass Valley Group Inc., a Delaware corporation, whose address is 400 Providence Mine Road, Nevada City, CA 95959 ("Buyer") and Tektronix, Inc., an Oregon corporation, whose address is 26600 SW Parkway, Wilsonville, OR 97070 ("Tektronix").

### RECITALS

A. Tektronix and Buyer have entered into an Asset Purchase Agreement dated August 6, 1999 (the "Purchase Agreement") under which Tektronix has agreed to sell and Buyer has agreed to purchase certain assets used by Tektronix in connection with Tektronix's Video Content Production Business, as more fully described in the Purchase Agreement.

B. Tektronix wishes to transfer and license, and Buyer wishes to obtain, certain intellectual property rights that relate to Tektronix's Video Content Production Business.

### AGREEMENT

In consideration of the promises, covenants, representations, and warranties below, the parties agree as follows:

#### 1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings:

1.1 "VCP" shall mean that part of the Tektronix video content production business consisting of Tektronix' Grass Valley Group and Profile business lines, as more fully described in the Purchase Agreement.

1.2 "Assigned VCP Software" shall mean existing computer software, associated documentation, and any copyrights, trade secrets and other proprietary rights associated therewith, but not including any rights in VCP Patents and VCP Trademarks owned by Tektronix or any of its subsidiaries, and used solely in VCP during the 12 months preceding the Effective Date.

1.3 "Licensed VCP Software" shall mean existing computer software, associated documentation, and any copyrights, trade secrets and other proprietary rights associated therewith, but not including any rights in VCP Patents and VCP Trademarks,

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owned by Tektronix or any of its subsidiaries and used in VCP during the 12 months preceding the Effective Date other than Assigned VCP Software.

1.4 "VCP Patents" shall mean the issued United States and foreign patents and pending patent applications listed on Schedules 1.4.1 and 1.4.2, any future continuation, division, reissue or re-examination patents, and their foreign equivalents, related thereto, and all rights relating to such patents and patent applications.

1.4.1 "Assigned VCP Patents" shall mean the VCP Patents listed on Schedule 1.4.1.

1.4.2 "Licensed VCP Patents" shall mean the VCP Patents listed on Schedule 1.4.2.

1.5 "VCP Products" shall mean any Tektronix product the manufacture, use or sale of which would infringe any claim of a VCP Patent in the absence of this Agreement or which incorporates VCP Technology.

1.6 "VCP Technology" shall mean Technology owned or controlled by Tektronix or any of its subsidiaries as of the Effective Date that is material to the continued operation of VCP, as it has been operated during the 12 months preceding the Agreement, other than VCP Patents, Assigned VCP Software, and Licensed VCP Software.

1.7 "VCP Trademarks" shall mean the registered and unregistered (common law) trademarks and service marks, including the United States and foreign trademark registrations and pending applications listed on Schedule 1.7, and all rights relating thereto, including the goodwill associated therewith and, in accordance with the Purchase Agreement, the business portion pertaining thereto.

1.8 "Effective Date" shall mean the date of this Agreement set forth above.

1.9 "Patents" shall mean domestic and foreign patents, patent applications, and rights pertaining to such patents and patent applications.

1.10 "Purchase Agreement" shall mean the Asset Purchase Agreement dated as of August 6, 1999 between Tektronix and Buyer.

1.11 "Technology" shall mean unpatented inventions, invention disclosures, discoveries, designs, copyrights, trade secrets and know-how, or any right to use or exploit any of the foregoing.

**1.12 "Third Party Software"** shall mean computer software, associated documentation, and any copyrights and other proprietary rights associated therewith which are not owned by Tektronix or one of its subsidiaries.

**1.13 "Trademarks"** shall mean domestic and foreign trademarks, service marks, business identifiers, trade names, trade dress, brand names, logos, slogans, and rights pertaining thereto, including the goodwill associated therewith, whether or not registered, and application in any jurisdiction to register any of the foregoing.

**1.14 "Tektronix Affiliate"** shall mean (a) any person or entity directly or indirectly controlling, controlled by or under common control with Tektronix; (b) any person or entity in which Tektronix owns or controls fifty percent (50%) or more of the outstanding voting interests of such person or entity; or (c) any successor in interest to any part of the business of Tektronix or any Tektronix Affiliate, whether by merger, sale of stock, sale of assets or otherwise. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**1.15 "Buyer Affiliate"** shall mean (a) any person or entity directly or indirectly controlling, controlled by or under common control with Buyer; (b) any person or entity in which Buyer owns or controls fifty percent (50%) or more of the outstanding voting interests of such person or entity; or (c) any successor in interest to any part of the business of Buyer or any Buyer Affiliate, whether by merger, sale of stock, sale of assets or otherwise. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**1.16 "Assigned Third Party Licenses"** shall mean the agreements between Tektronix or one of its subsidiaries and third parties listed on Schedule 1.16.

**1.17 "Confidential Information"** shall mean: (a) proprietary information of either party that is not generally known to the public; (b) information marked or designated by either party as proprietary or confidential; (c) information known by the receiving party as being considered confidential by the disclosing party; and (d) information provided to either party by third parties under an obligation of confidentiality.

## **2. TECHNOLOGY TRANSFER.**

**2.1** Subject to the terms and restrictions set forth herein, Tektronix hereby assigns to Buyer its entire right, title and interest in and to: (a) the Assigned VCP Patents; (b) the Assigned VCP Software; (c) the VCP Trademarks; and (d) the Assigned Third Party

Licenses. Buyer agrees to be bound by the terms of each of the Assigned Third Party Licenses.

2.2 Subject to the terms and restrictions set forth herein, Tektronix hereby grants to Buyer a royalty-free, nonexclusive, perpetual worldwide license to make, have made, use, sell and otherwise distribute products covered by, and to otherwise commercially exploit, the Licensed VCP Patents.

2.3 Subject to the terms and restrictions set forth herein, Tektronix hereby grants to Buyer a royalty-free, nonexclusive, perpetual worldwide license to use and otherwise commercially exploit the VCP Technology.

2.4 The parties shall cooperate fully and freely in transferring software and data from Tektronix hardware to Buyer hardware to facilitate the transfers contemplated by this Agreement.

2.5 Nothing in this Agreement is intended to grant Buyer any rights in any of Tektronix's intellectual property and trade identity other than as specifically provided in this Section 2. Without limiting the foregoing, the parties agree that nothing in this Agreement is intended to assign or license to Buyer any rights to any Patents other than those specifically identified herein.


2.6 Upon reasonable notice to the other party, either party shall have the right, for three (3) years following the Effective Date, to review and duplicate, for that party's own use and at its own expense, any documentation, apparatus and media in the other party's possession or control to the extent they record or embody Licensed VCP Software or VCP Technology.

2.7 Buyer agrees that, during the period commencing on the Effective Date and extending to the expiration date of the last of the Assigned VCP Patents to expire: (a) it will not assert, nor will it license or otherwise authorize any third party to assert, any Assigned VCP Patent against Tektronix, any Tektronix Affiliate, or any officers, directors, employees, or agents of the foregoing; and (b) it will not assert, nor will it license or otherwise authorize any third party to assert, any Assigned VCP Patent against any direct or indirect customer of Tektronix or any Tektronix Affiliate where the assertion relates to a product sold by Tektronix or any Tektronix Affiliate; provided, however, that the provisions of this Section 2.7 shall not apply to the manufacture or sale of video servers, line video editors, production switchers or routers that are competitive with the products manufactured or sold by Tektronix or any of its subsidiaries as of the date of this Agreement.

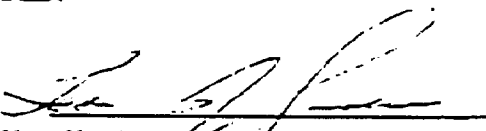
2.8 Notwithstanding anything in this Agreement to the contrary, all licenses and rights granted to Buyer under this Agreement are subject to prior licenses granted and agreements entered into by Tektronix as listed on Schedule 2.8.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TEKTRONIX, INC.

By:   
Title: Vice President, General Counsel & Secretary  
Date: September 24, 1999

BUYER

By:   
Title: Chairman  
Date: September 24, 1999

**GRASS VALLEY GROUP, INC. REGISTERED AND PENDING TRADEMARKS**

<b>TRADEMARK/</b>	<b>DOCKET NO.</b>	<b>FILED</b>	<b>APPLCATION NO.</b>	<b>REGISTRATION DATE</b>	<b>REGISTRATION NO.</b>
<b>BORDERLINE</b>	TT05133US0	12/26/96	73/023,884	02/02/96	1,032,068
<b>CONTENTSHARE</b>	T09823US0	03/29/99	75/689,258		
<b>E-MEM</b>	T05141US0	05/27/80	73/263,653	11/15/83	1,257,419
<b>GRASS VALLEY GROUP</b>	T02051US0	12/16/99	74/002,891	10/30/90	1,619,594
<b>GRASS VALLEY GROUP</b>	T05134US0	03/15/97		03/15/97	1,061,168
<b>GVG</b>	T05139US0	03/16/79	73/207,683	12/30/80	1,144,849
<b>GVG LOGO 84 (DESIGN C)</b>	T02052US0	11/16/89	74/002,887	10/30/90	1,619,593
<b>PROFILE</b>	T02136US0	01/24/94	74/481,701	07/02/96	1,984,489
<b>SIMULEDIT</b>	T09824US0	06/21/99	75/741,364		
<b>SIMUPLAY</b>	T09825US0	06/21/99	75/740,911		
<b>TEN-X</b>	T05145US0	11/29/85	73/570,944	07/08/86	1,400,227
<b>TRAILBLAZER</b>	T02416US0	03/24/92	74/258,759	10/25/94	1,860,274
<b>CCAPTURE</b>	T0873US0	08/19/86	75/152,776	10/07/97	2,103,100
<b>EDITSTAR</b>	T09743US0	08/05/96	75/144,481	09/02/97	2,093,007
<b>NEWSTAR</b>	T09733US0	10/31/83	73/450,384	12/17/85	1,375,521