

08-21-2000

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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..

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

- Association
- Limited Partnership

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):

A. Trademark Application No.(s)

75/758,134 and 75/669,259

Additional Numbers attached? Yes No

B. Trademark Registration No.(s)

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: 1

7. Total fee (37 C.F.R. 3.41) \$65.00 E
 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.

08/18/2000 DNGUYEN 00000134 110600 75758134

01 FC:481
02 FC:482
Allen J. Baden
Name of Person Signing

Signature

July 19, 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.

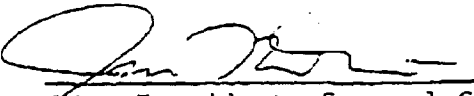
2.6 Upon reasonable notice to the other party, either party shall have the right, for three (3) years following the Effective Date, to review and duplicate, for that party's own use and at its own expense, any documentation, apparatus and media in the other party's possession or control to the extent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

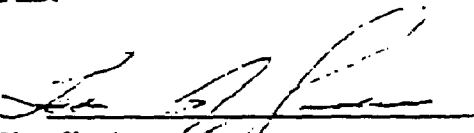
2.8 Notwithstanding anything in this Agreement to the contrary, all licenses and rights granted to Buyer under this Agreement are subject to prior licenses granted and agreements entered into by Tektronix as listed on Schedule 2.8.

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

**Schedule 1.7
VCP Trademarks**

See attached.

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

REGISTERED and PENDING TRADEMARKS

COUNTRY	TEK DOCKET #	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BORDERLINE							
AUSTRALIA	T05256AU0	1/9/97	295389	3/23/97	A295389	REGISTERED	09
BRAZIL	T06234BR0	10/10/97	041415	11/10/97	06626866	REGISTERED	N09
FRANCE	T02425FR0	11/27/95	—	5/9/98	1354840	REGISTERED	09
GERMANY	T05302DE0	3/25/96	958541	3/25/98	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	2/3/98	1,032,068	REGISTERED	09
CONTENTSHARE							
UNITED STATES	T09823US0	3/29/99	75/689,259			PENDING	09
E-MEM							
AUSTRALIA	T05266AU0	12/16/88	A348687	5/29/87	A348687	REGISTERED	09
BRAZIL	T06237BR0	8/30/96	029231	12/18/98	811868208	REGISTERED	N09
CANADA	T05653CA0	8/20/80	457895	9/14/84	295118	REGISTERED	*09
FRANCE	T02428FR0	6/21/90	21 772	6/21/90	1599230	REGISTERED	09
GERMANY	T05299DE0	6/6/90	1011781	6/6/90	1011781	REGISTERED	09
JAPAN	T09686JP0	11/28/95	07-738928	11/29/95	1823928	REGISTERED	N11
NEW ZEALAND	T05725NZ0	6/5/87	132839	8/5/87	132839	REGISTERED	09
UNITED KINGDOM	T05237GB0	12/15/94	B1337371	3/3/95	B1337371	REGISTERED	09
UNITED STATES	T05141US0	5/27/80	73/283,853	11/15/83	1,267,419	REGISTERED	09
GRASS VALLEY							
BENELUX	T09710BX0	8/28/98	877611	5/6/97	585754	REGISTERED	09
BOLIVIA	T02481BO0	3/27/96	2582			PENDING	09
CHINA	T08707CN0	8/30/98	960089057	2/28/98	1155306	REGISTERED	09
FRANCE	T09711FR0	8/30/98	96/640188	8/30/98	96640188	REGISTERED	09
GERMANY	T02482DE0	4/12/96	39617851.8	4/12/96	39617851	REGISTERED	09
HONG KONG	T09706HK0	8/29/98	10733/1998	8/29/98	5172/1998	REGISTERED	09
JAPAN	T02483JP0	4/18/96	8-42590	3/8/98	4120699	REGISTERED	09
MEXICO	T02464MX0	5/13/96	282338	7/19/98	526581	REGISTERED	09
PERU	T02465PE0	4/24/96	8875	9/4/96	28848	REGISTERED	09
SOUTH KOREA	T09708KR0	8/29/98	96-38418	7/21/98	411160	REGISTERED	09
SWEDEN	T09712SE0	9/30/96	96/08831	9/19/97	324833	REGISTERED	09
TAIWAN	T09709TW0	9/2/98	85/43784			PENDING	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
GRASS VALLEY GROUP							
ARGENTINA	T07430ARO	7/10/84	1442961	4/3/89	1339222	REGISTERED	09
AUSTRALIA	T05284AUD	1/7/97	B294313	2/17/97	A294313	REGISTERED	09
BOLIVIA	T02101BO0	12/3/91	0781	3/30/93	C-54560	REGISTERED	09
BRAZIL	T08232BR0	8/30/98	029230	12/25/98	06493108	REGISTERED	N09
CANADA	T06393CA0	5/27/92	220717	5/27/92	220717	REGISTERED	09
COLOMBIA	T02104CO0	12/5/91	351859	8/28/94	162762	REGISTERED	09
ECUADOR	T02107EC0	12/18/91	29278	6/25/93	1580-93	REGISTERED	09
FRANCE	T02423FR0	11/17/95	-----	3/14/96	1347138	REGISTERED	09
GERMANY	T05300DE0	-----	-----	2/13/96	959926/9	REGISTERED	09
HONG KONG	T08592HK0	12/10/88	-----	1/8/89	2784 of 1989	REGISTERED	09
JAPAN	T09882JP0	11/22/89	218978/89	2/28/90	1408595	REGISTERED	N11
MEXICO	T06580MX0	10/14/94	95148	2/13/95	381151	REGISTERED	09
NEW ZEALAND	T05722NZ0	2/23/97	-----	2/23/97	B114771	REGISTERED	09
PERU	T06660PE0	1/17/94	234998	4/8/94	52552	REGISTERED	09
SWITZERLAND	T09150CH0	3/28/83	1832	3/28/83	332238	REGISTERED	09,16
UNITED KINGDOM	T05233GB0	1/18/96	1058821	2/11/97	1058821	REGISTERED	09
UNITED STATES	T02051US0	11/18/89	74/002,891	10/30/90	1,818,594	REGISTERED	09
UNITED STATES	T05134US0	3/15/97	-----	3/15/97	1,081,188	REGISTERED	09
VENEZUELA	T02112VE0	12/18/91	28184-91	-----	187810-F	REGISTERED	09
Grass Valley Group Logo 61 (Design A)							
GERMANY	T05301DE0	3/25/98	-----	3/25/98	959927	REGISTERED	09
GVG							
UNITED STATES	T05139US0	3/18/79	73/207,883	12/30/80	1,144,849	REGISTERED	09
GVG Logo 61 (Design B)							
CANADA	T06394CA0	5/27/92	220718	5/27/92	220718	REGISTERED	09
FRANCE	T02424FR0	11/17/95	-----	3/16/96	1347140	REGISTERED	09
JAPAN	T09883JP0	11/22/89	218977/89	2/28/90	1408598	REGISTERED	N11
PERU	T06681PE0	1/12/94	234685	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	TMA430428	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	188775	REGISTERED	09
ECUADOR	T02108EC0	12/16/92	29277	6/25/93	1581-93	REGISTERED	09
JAPAN	T09889JP0	7/8/87	77437/87	4/30/91	2304769	REGISTERED	N11
MEXICO	T06561MX0	10/14/94	95147	2/23/95	384081	REGISTERED	09
PERU	T02110PE0	5/13/94	242300	9/28/94	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	—	188084-F	REGISTERED	09
PROFILE							
UNITED STATES	T02138US0	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	T02418US0	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