

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                                              |
|-----------------------|----------------------------------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT                               |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                 | Formerly | Execution Date | Entity Type                         |
|----------------------|----------|----------------|-------------------------------------|
| DA VINCI SYSTEMS LLC |          | 09/04/2009     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                 |                           |
|-----------------|---------------------------|
| Name:           | BLACKMAGIC DESIGN PTY LTD |
| Street Address: | 11 Gateway Court          |
| City:           | Port Melbourne            |
| State/Country:  | AUSTRALIA                 |
| Postal Code:    | VIC 3205                  |
| Entity Type:    | COMPANY: AUSTRALIA        |

**PROPERTY NUMBERS Total: 3**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2264425 | 2K        |
| Registration Number: | 3229051 | RESOLVE   |
| Registration Number: | 2141398 | RESOLVE   |

**CORRESPONDENCE DATA**

Fax Number: (415)393-9887  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415.954.0200  
 Email: trademark@ssd.com  
 Correspondent Name: Caroline H. Mead, Esq.  
 Address Line 1: Squire, Sanders & Dempsey L.L.P.  
 Address Line 2: One Maritime Plaza, Suite 300  
 Address Line 4: San Francisco, CALIFORNIA 94111-3492

ATTORNEY DOCKET NUMBER: 054951.00018

DOMESTIC REPRESENTATIVE

**900148257**

**TRADEMARK  
 REEL: 004100 FRAME: 0532**

**CH \$90.00 2264425**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

|                    |                    |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Caroline H. Mead   |
| Signature:         | /Caroline H. Mead/ |
| Date:              | 11/20/2009         |

**Total Attachments: 11**

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# Deed of Assignment of Intellectual Property Rights

Blackmagic Design Pty Ltd  
ABN 30 098 098 287

and

da Vinci Systems, LLC

**Middletons**

Melbourne office

Ref: ALUU.SGX.10022806

docs 2395515v3 ALUU

**TRADEMARK**

**REEL: 004100 FRAME: 0534**

# Deed of Assignment of Intellectual Property Rights

**Date** September 4, 2009

## Parties

1. **Blackmagic Design Pty Ltd** ABN 30 098 098 287 of 11 Gateway Court, Port Melbourne in the State of Victoria, 3205 (**Assignee**)
2. **da Vinci Systems, LLC** of 4397 NW 124 Avenue, Coral Springs, Florida 33065 (**Assignor**)

## Background

- A. The Assignor is in possession of the Intellectual Property Rights described in Schedule 1 (the **Intellectual Property**).
- B. The Assignor has agreed to assign its whole right, title and interest in and to the Intellectual Property to the Assignee.

## Operative provisions

### 1. Definitions

In this Deed:

**Intellectual Property Rights** means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:

- (a) source codes, user documentations, manuals, user instructions and specifications, patents, designs, copyright, rights in circuit layouts, plant breeder's rights, trade marks, know-how, brand names, business names, domain names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals and extensions of these rights.

### 2. Assignment

The Assignor hereby assigns, transfers and sets over and the Assignee hereby accepts the Assignor's whole legal and beneficial rights, title and interest in and to the Intellectual Property Rights together with the associated goodwill and reputation and full right, sole power and authority to the Assignee to apply for and obtain entry of the Assignee's name in such Registers of Intellectual Property as shall be appropriate as being the sole proprietor of the Intellectual Property.

### **3. General**

#### **3.1 Successors and assigns**

This Deed binds and benefits the parties and their respective successors and permitted assigns.

#### **3.2 Further assurances**

The Assignor agrees that it will execute any and all necessary documents to enable the Assignee to have the Assignee entered in such Registers of Intellectual Property as shall be appropriate as being the sole proprietor of the Intellectual Property.

#### **3.3 Governing Law and jurisdiction**



- (a) This Deed is governed by and must be construed in accordance with the laws in force in the State of Delaware.
- (b) The parties submit to the exclusive jurisdiction of the courts of the State of Delaware and in respect of all matters arising out of or relating to this Deed, its performance or subject matter.

#### **3.4 Counterparts**

If this Deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

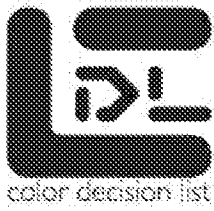
# Schedule

## Registered Trademarks

| Mark                                                                               | Country and Serial Number | Filing Date        | Registration Number | Registration Date  | Classes                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------|---------------------------|--------------------|---------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | US<br>75426467            | 30 January<br>1998 | 2264425             | 27 July 1999       | Class 9: data, high definition, and standard definition color enhancement systems for the motion picture and television industry, namely, proprietary digital image processing hardware, control systems computers, control panels, video monitors, electrical power supplies, electrical cables and connectors, and proprietary software for operating the above. |
|  | US<br>78434606            | 14 June<br>2004    | 3229051             | 30 January<br>2007 | Class 9: computer software for controlling applications in the field of computer based film and video color correction equipment.                                                                                                                                                                                                                                  |
| RESOLVE                                                                            | US<br>75078835            | 26 March<br>1996   | 2141398             | 3 March<br>1998    | Class 9: computer software for use in controlling applications used in the field of computer based film and video color correction equipment                                                                                                                                                                                                                       |

## Non-registered (Common Law) Trademarks

- 2K
- Resolve
- Colorist Toolbox
- da Vinci System
- da Vinci
- 2K Plus
- 2K Elite Series
- revival
- revival for discreet
- Toolbox2
- deFlicker
- deWarp
- PowerPlant
- PowerGrade
- PowerTier
- PowerVector
- PowerWindow
- PowerHouse
- Transformer
- Kilovector
- Vector Plus
- Custom Curves
- VSR
- Gallery
- Palette
- True Gamma
- Pan Decision List (PDL)
- Color Decision List
- PowerGrid
- Revival GNR
- Conform Station
- ColorTrace
- Splice



NUCLEAS

COLOR DECISION  
LIST



PAN DECISION LIST





Patents / Patent Applications

| Patent Title                                                                                  | Patent / Patent Application No. | Filing Date       | Grant / Issue date |
|-----------------------------------------------------------------------------------------------|---------------------------------|-------------------|--------------------|
| LUMINANCE SELECTION APPARATUS FOR VIDEO SIGNAL CONTROL SYSTEM                                 | US 4,839,718                    | 13 June 1989      | 13 June 1989       |
| UPSAMPLED INTERPOLATIVE PROCESSING OF DIGITAL VIDEO SIGNALS                                   | US 5,253,043                    | 24 October 1991   | 12 October 1993    |
| USER DEFINABLE WINDOWS FOR SELECTING IMAGE PROCESSING REGIONS                                 | US 6,097,853                    | 18 August 1997    | 01 August 2000     |
| METHODS AND APPARATUS FOR GENERATING CUSTOM GAMMA CURVES FOR COLOR CORRECTION EQUIPMENT       | US 6,266,103                    | 26 June 2000      | 24 July 2001       |
| PRIMARY AND SECONDARY COLOR MANIPULATIONS USING HUE, SATURATION, LUMINANCE AND AREA ISOLATION | US 6,337,692                    | 31-March 1999     | 08 January 2002    |
| PARABOLIC MIXER FOR VIDEO SIGNALS                                                             | US 6,469,747                    | 02 September 1999 | 22 October 2002    |
| SYSTEM AND METHODS FOR AUTOMATED COLOR CORRECTION                                             | US 5,874,988                    | 08 July 1996      | 23 February 1999   |
| AUTOMATIC REGION OF INTEREST TRACKING FOR A COLOR CORRECTION SYSTEM                           | US 6,850,249                    | 31-March 1999     | 01 February 2005   |

|                                                                                               |             |            |            |
|-----------------------------------------------------------------------------------------------|-------------|------------|------------|
| DEFINING COLOR REGIONS FOR APPLYING IMAGE PROCESSING IN A COLOR CORRECTION SYSTEM             | EP 0947957  | 31.03.1999 | 17.12.2003 |
| PRIMARY AND SECONDARY COLOR MANIPULATIONS USING HUE, SATURATION, LUMINANCE AND AREA ISOLATION | EP 0947956  | 31.03.1999 | 13.02.2002 |
| APPARATUS FOR GENERATING CUSTOM GAMMA CURVES FOR COLOR CORRECTION EQUIPMENT                   | EP 0947955  | 31.03.1999 | 12.09.2001 |
| USER DEFINABLE WINDOWS FOR SELECTING IMAGE PROCESSING REGIONS                                 | EP 0829821  | 10.09.1997 | 10.04.2002 |
| METHODS AND APPARATUS FOR GENERATING CUSTOM GAMMA CURVES FOR COLOR CORRECTION EQUIPMENT       | EP 06266103 | 26.06.2000 | 24.07.2001 |

**Executed** as a deed

**Executed** by **Blackmagic Design Pty Ltd** ABN )  
30 098 098 287 in accordance with section )  
127(1) of the *Corporations Act 2001 (Cth)*: )  
)  
)

.....  
Signature of director

.....  
Signature of director or company secretary\*  
\*delete whichever does not apply

.....  
Name (please print)

.....  
Name (please print)

**da Vinci Systems. LLC**

By: \_\_\_\_\_  
(Secretary)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed as a deed

Executed by Blackmagic Design Pty Ltd ABN )  
30 098 098 287 in accordance with section )  
127(1) of the Corporations Act 2001 (Cth). )  
)  
)  
)



Signature of director

PETER BARBER

Name (please print)



Signature of director or company secretary\*  
\*delete whichever does not apply

GRANT PATTI

Name (please print)

da Vinci Systems, LLC

By: \_\_\_\_\_

(Secretary)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Executed as a deed

Executed by Blackmagic Design Pty Ltd ABN )  
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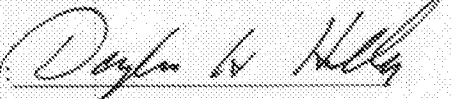
Signature of director

Signature of director or company secretary\*  
\*delete whichever does not apply

Name (please print)

Name (please print)

da Vinci Systems, LLC

By:   
(Secretary)

Print Name: Douglas G. Holly

Title: Director