

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Avid Technology, Inc.
75 Network Drive
Burlington, Massachusetts 01803

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership

☒ Corporation-State

☐ Other: _____

Citizenship (see guidelines) Delaware

Execution Date(s) October 1, 2010

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No
Name: Wells Fargo Capital Finance, LLC, as Agent

Internal
Address: _____

Street Address: One Boston Place, 19th Floor

City: Boston

State: MA

Country: USA

Zip: 02108

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other ☒ Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

118

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$2,915-

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 10/10

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature:

Mercedes Farinas
Signature

Signature

Mercedes Farinas
Name of Person Signing

10/3/10
Date

Total number of pages including cover sheet, attachments, and document. 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$2915.00 77163904

Additional Conveying Party:

Pinnacle Systems, Inc.
75 Network Drive
Burlington, Massachusetts 01803

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations/Applications

A. Avid Technology, Inc.

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
003	United States of America	78823235	24-Feb-06	3341685	20-Nov-07
AIRSPED	United States of America	78362913	5-Feb-04	2953743	17-May-05
ALEX	United States of America	78866441	21-Apr-06	3198932	16-Jan-07
AUDIOVISION	United States of America	74373541	26-Mar-93	1839260	14-Jun-94
AVID	United States of America	74019284	16-Jan-90	1686100	12-May-92
AVID	United States of America	78783150	30-Dec-05	3403326	25-Mar-08
AVID	United States of America	78783158	30-Dec-05	3304280	2-Oct-07
AVID	United States of America	78783164	30-Dec-05	3304281	2-Oct-07
AVID	United States of America	78783167	30-Dec-05	3304282	2-Oct-07
AVID	United States of America	78783175	30-Dec-05	3304283	2-Oct-07
AVID	United States of America	78783180	30-Dec-05	3304284	2-Oct-07
AVID	United States of America	78783187	30-Dec-05	3154132	10-Oct-06
AVID	United States of America	78783200	30-Dec-05	3154133	10-Oct-06
AVID	United States of America	78783142	30-Dec-05	3154131	10-Oct-06
AVID DNXHD	United States of America	78402525	15-Apr-04	3083619	18-Apr-06
AVID MOJO	United States of America	76504326	8-Apr-03	2880136	31-Aug-04
AXIOM	United States of America	78702430	29-Aug-05	3262793	10-Jul-07
BOMB FACTORY	United States of America	78409552	28-Apr-04	2957337	31-May-05
BOOM	United States of America	77507471	25-Jun-08	3702796	27-Oct-09
BRUNO	United States of America	75711468	21-May-99	2564118	23-Apr-02
COMMAND 8 and Design	United States of America	78407063	23-Apr-04	2965178	5-Jul-05
COMMAND/8	United States of America	78406982	23-Apr-04	3037626	3-Jan-06
CONNECTIV	United States of America	78940846	31-Jul-06	3383347	12-Feb-08
d (stylized & design)	United States of America	77003242	20-Sep-06	3349090	4-Dec-07
D-COMMAND	United States of America	787912948	21-Jun-06	3218095	13-Mar-07
DIGIDELIVERY	United States of America	76540891	28-Aug-03	2972142	19-Jul-05

1693041.2

DIGIDESIGN	United States of America	74341763	21-Dec-92	1785391	3-Aug-93
DIGIWEAR	United States of America	76366649	1-Feb-02	3390492	4-Mar-08
DNXCHANGE	United States of America	78591422	21-Mar-05	3,113,135	4-Jul-06
D-SHOW	United States of America	78/912,986	21-Jun-06	3223071	27-Mar-07
ELASTIC REALITY	United States of America	74381639	19-Apr-93	1886566	28-Mar-95
ELEVEN	United States of America	77235118	20-Jul-07	3731855	29-Dec-09
FAIRCHILD	United States of America	78373216	24-Feb-04	3167372	7-Nov-06
FAST TRACK	United States of America	78674363	20-Jul-05	3264340	17-Jul-07
FILM COMPOSER	United States of America	74382012	21-Apr-93	1816749	18-Jan-94
FXDEKO	United States of America	75/552,552	14-Sep-98	2,525,507	1-Jan-02
HYPERCONTROL	United States of America	77504158	20-Jun-08	3768366	30-Mar-10
I NEWS and Design	United States of America	76100248	1-Aug-00	2942337	19-Apr-05
IMPACT	United States of America	78426353	27-May-04	2967047	12-Jul-05
INEWS	United States of America	76096672	26-Jul-00	2942336	19-Apr-05
INEWS CONTROLAIR	United States of America	76239184	11-Apr-01	3348941	4-Dec-07
INSTINCT	United States of America	78591481	21-Mar-05	3197499	9-Jan-07
INTERFX	United States of America	78944249	3-Aug-06	3383370	12-Feb-08
INTERPLAY	United States of America	78832074	8-Mar-06	3341724	20-Nov-07
ISIS	United States of America	78/722,134	28-Sep-05	3262870	10-Jul-07
ISIS	United States of America	75210194	9-Dec-96	2344281	25-Apr-00
ISOSYNC	United States of America	78859995	12-Apr-06	3541986	2-Dec-08
LUNA	United States of America	76595750	3-Jun-04	2984756	16-Aug-05
MARQUEE	United States of America	75467275	13-Apr-98	2269897	10-Aug-99
M-AUDIO	United States of America	76451233	3-Sep-02	2839581	11-May-04
M-AUDIO	United States of America	76600919	2-Jul-04	3047826	24-Jan-06
MBOX	United States of America	78426366	27-May-04	2981085	2-Aug-05
MEDIA COMPOSER	United States of America	74019295	16-Jan-90	1700219	14-Jul-92
MEDIA RECORDER	United States of America	74260297	30-Mar-92	1920714	19-Sep-95
MEDIA SUITE	United States of America	74261610	2-Apr-92	1894544	16-May-95
MEDIAMATCH	United States of America	74081844	25-Jul-90	1689527	26-May-92
MEDIAMIX	United States of America	74162595	1-May-91	1917164	5-Sep-95
METAFUZE	United States of America	78603569	7-Apr-05	3464009	8-Jul-08
METASYNC	United States of America	76422223	18-Jun-02	2809202	27-Jan-04
MICROTRACK	United States of America	77209881	19-Jun-07	3356041	18-Dec-07
MIXLAB	United States of America	78837610	15-Mar-06	3336950	13-Nov-07

MOVIEBOX	United States of America	78941217	31-Jul-06	3247477	29-May-07
NEWSCUTTER	United States of America	74262031	3-Apr-92	1866229	6-Dec-94
NITRIS	United States of America	76504328	8-Apr-03	2880137	31-Aug-04
NOVA	United States of America	76595753	3-Jun-04	2969628	19-Jul-05
OMF	United States of America	74260584	30-Mar-92	1865186	29-Nov-94
OMP INTERCHANGE	United States of America	74340205	15-Dec-92	1861366	1-Nov-94
OPEN MEDIA FRAMEWORK	United States of America	74260493	30-Mar-92	1887778	4-Apr-95
OZONE	United States of America	76444900	22-Jul-02	2897758	26-Oct-04
PRO TOOLS	United States of America	74341762	21-Dec-92	1917664	12-Sep-95
PRO TOOLS LE	United States of America	78605733	11-Apr-05	3202784	23-Jan-07
PROKEYS	United States of America	77417364	10-Mar-08	3512196	7-Oct-08
PROSESSIONS	United States of America	76595525	3-Jun-04	3025563	13-Dec-05
REPRISE	United States of America	77226678	11-Jul-07	3627681	26-May-09
RESO	United States of America	75711426	21-May-99	2402875	7-Nov-00
REVIBE	United States of America	78413954	6-May-04	3037652	3-Jan-06
REVOLUTION	United States of America	76523053	9-Jun-03	2894660	19-Oct-04
RTAS	United States of America	75752975	16-Jul-99	2598493	23-Jul-02
SCRIPTSYNC	United States of America	78-867,761	24-Apr-06	3,327,684	30-Oct-07
SESSION	United States of America	78940888	31-Jul-06	3281162	14-Aug-07
SOLARIS	United States of America	76595752	3-Jun-04	3047691	24-Jan-06
SPUTNIK	United States of America	787739,143	24-Oct-05	3291910	11-Sep-07
STRIKE	United States of America	78922286	5-Jul-06	3552100	23-Dec-08
STRUCTURE	United States of America	77075794	4-Jan-07	3445932	10-Jun-08
STUDIOPHILE	United States of America	77080041	10-Jan-07	3316272	23-Oct-07
STUDIOPHILE	United States of America	77120104	1-Mar-07	3446083	10-Jun-08
SUBCAP	United States of America	77209758	19-Jun-07	3673565	25-Aug-09
SYMPHONY	United States of America	77097881	2-Feb-07	3793486	25-May-10
SYNCHROSCIENCE	United States of America	78940839	31-Jul-06	3374387	22-Jan-08
SYNTAX	United States of America	78/833,127	9-Mar-06	3,360,703	25-Dec-07
TEL-RAY	United States of America	78373236	24-Feb-04	2928925	1-Mar-05
TORQ	United States of America	78940812	31-Jul-06	3374386	22-Jan-08
TRANSFUSER	United States of America	77348129	10-Dec-07	3606996	14-Apr-09
TRANSIT	United States of America	76595751	3-Jun-04	2,988,693	30-Aug-05
TRANSJAMMER	United States of America	74568250	29-Aug-94	1914722	29-Aug-95
TRIGGER FINGER	United States of America	78/722,413	28-Sep-05	3495994	2-Sep-08

Trillium Lane Labs	United States of America	78323822	6-Nov-03	2945971	3-May-05
TRUTOUCH	United States of America	77513410	2-Jul-08	3768398	30-Mar-10
VELVET	United States of America	78929524	14-Jul-06	3374341	22-Jan-08
X-FORM	United States of America	78899273	2-Jun-06	3428662	13-May-08
XPAND!	United States of America	78-779,730	22-Dec-05	3,327,020	30-Oct-07
XPONENT	United States of America	78940919	31-Jul-06	3482480	5-Aug-08
X-SESSION	United States of America	78940901	31-Jul-06	3249425	5-Jun-07
VIDEORAID	United States of America	78678863	07/26/2005	3186103	19-Dec-06
Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
AVID	United States of America	77163904	24-Apr-07		
AVID	United States of America	77217843	28-Jun-07		
AVID	United States of America	77217845	28-Jun-07		
AVID & design	United States of America	77715082	16-Apr-09		
VENOM	United States of America	78952660	15-Aug-06		

A. Pinnacle Systems, Inc.

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
DEKO	United States of America	76/241,755	16-Apr-01	2,542,923	26-Feb-02
P (sphere logo)	United States of America	76/613,452	27-Sep-04	3,039,452	10-Jan-06
PALLADIUM	United States of America	78139180	26-Jun-02	2921444	25-Jan-03
SCOREFITTER	United States of America	77033306	31-Oct-06	3395423	11-Mar-08
SHOW CENTER	United States of America	78/309,077	3-Oct-03	2,981,986	2-Aug-05
THUNDER	United States of America	75/729,542	16-Jun-99	2,830,268	6-Apr-04
VIDEOSPIN	United States of America	77214788	25-Jun-07	3521779	21-Oct-08

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 1st day of October, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Avid Technology, Inc., a Delaware corporation ("Avid"), Avid Technology International B.V. ("Avid Ireland" and together with Avid, each, individually, a "Borrower" and, collectively, "Borrowers"), Pinnacle Systems, Inc., a California corporation, and Avid General Partner B.V., a Netherlands private limited liability company, as guarantors, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including

right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; provided, that, the foregoing shall exclude all Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Credit Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights which constitute Collateral of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications,

renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AVID TECHNOLOGY, INC.

By: 
Name: Ken Sexton
Title: Chief Financial Officer

PINNACLE SYSTEMS, INC.

By: 
Name: Ken Sexton
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: _____
Name: Katherine L. Andersen
Title: Director

[Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AVID TECHNOLOGY, INC.

By: _____
Name: Ken Sexton
Title: Chief Financial Officer

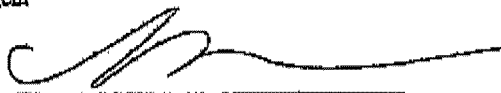
PINNACLE SYSTEMS, INC.

By: _____
Name: Ken Sexton
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By:  _____
Name: Katherine L. Andersen
Title: Director

[Trademark Security Agreement]