

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852051

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avid Technology, Inc.		11/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sixth Street Lending Partners, as Administrative Agent		
Street Address:	2100 McKinney Ave, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	2953743	AIRSPEED	
Registration Number:	1686100	AVID	
Registration Number:	3304280	AVID	
Registration Number:	3304283	AVID	
Registration Number:	3304284	AVID	
Registration Number:	3154132	AVID	
Registration Number:	3154133	AVID	
Registration Number:	3154131	AVID	
Registration Number:	3920040	AVID	
Registration Number:	5924793	AVID	
Registration Number:	4154274	AVID	
Registration Number:	3905003	AVID	
Registration Number:	6033811	AVID ADVANTAGE	
Registration Number:	3083619	AVID DNXHD	
Registration Number:	5197013	AVID NEXIS	
Registration Number:	5350788	AVID EVERYWHERE	
Registration Number:	1785391	DIGIDESIGN	
Registration Number:	1886566	ELASTIC REALITY	
Registration Number:	3731855	ELEVEN	

OP \$1165.00 2953743

Property Type	Number	Word Mark
Registration Number:	3167372	FAIRCHILD
Registration Number:	5526237	FASTSERVE
Registration Number:	3264340	FAST TRACK
Registration Number:	2967047	IMPACT
Registration Number:	2942336	INEWS
Registration Number:	3341724	INTERPLAY
Registration Number:	3262870	ISIS
Registration Number:	3541986	ISOSYNC
Registration Number:	2269897	MARQUEE
Registration Number:	2981085	MBOX
Registration Number:	1700219	MEDIA COMPOSER
Registration Number:	1866229	NEWSCUTTER
Registration Number:	2880137	NITRIS
Registration Number:	6170995	POWERING GREATER CREATORS
Registration Number:	1917664	PRO TOOLS
Registration Number:	3627681	REPRISE
Registration Number:	3037652	REVIBE
Registration Number:	3327684	SCRIPTSYNC
Registration Number:	3793486	SYMPHONY
Registration Number:	2928925	TEL-RAY
Registration Number:	5603277	#WER4MUSIC
Registration Number:	3428662	X-FORM
Registration Number:	6566306	PRO TOOLS CARBON
Registration Number:	3222618	FASTBREAK
Serial Number:	97701864	AVID DNXHR
Serial Number:	97762051	
Serial Number:	98151204	MEDIACENTRAL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2174747 TM IPSA

NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	11/08/2023
Total Attachments: 8 source=Project Artisan - Trademark Security Agreement (coverhseet)(97540892.1)#page2.tif source=Project Artisan - Trademark Security Agreement (coverhseet)(97540892.1)#page3.tif source=Project Artisan - Trademark Security Agreement (coverhseet)(97540892.1)#page4.tif source=Project Artisan - Trademark Security Agreement (coverhseet)(97540892.1)#page5.tif source=Project Artisan - Trademark Security Agreement (coverhseet)(97540892.1)#page6.tif source=Project Artisan - Trademark Security Agreement (coverhseet)(97540892.1)#page7.tif source=Project Artisan - Trademark Security Agreement (coverhseet)(97540892.1)#page8.tif source=Project Artisan - Trademark Security Agreement (coverhseet)(97540892.1)#page9.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Sixth Street Lending Partners, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to that certain U.S. Security Agreement, dated as of November 7, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. *Grant of Security Interest*

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) and the Canadian Intellectual Property Office (“**CIPO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

2.1 *Certain Limited Exclusions.* Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. *Security Agreement*

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. *Recordation*

Each Grantor hereby authorizes and requests that the USPTO and the CIPO record this Agreement.

Section 5. *Termination*

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding contingent indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall, at the expense of the Grantors, execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein. Any Trademark Collateral disposed of in accordance with the terms of the Credit Agreement shall be automatically released of the Liens created hereby in accordance with Section 6.11 of the Security Agreement.

Section 6. *Governing Law*

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

Section 7. *Counterparts*

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. This Agreement may be in the form of

an electronic record (in “.pdf” form or otherwise) and may be executed using electronic signatures, which shall be considered as originals and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this Section 7 may include, without limitation, use or acceptance by the parties hereto of a manually signed Agreement which has been converted into electronic form (such as scanned into “.pdf” format), or an electronically signed Agreement converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, upon the request of the Administrative Agent, any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “**Electronic Record**” and “**Electronic Signature**” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AVID TECHNOLOGY, INC.

By: _____

Name: Jeff Rosica

Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008253 FRAME: 0663


Sixth Street Lending Partners,
as Administrative Agent



By: _____
Name: Robert (Bo) Stanley
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registration:

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
AIRSPPEED	7836291 3	5-Feb-04	2953743	17-May-05	Avid Technology, Inc.
AVID	7401928 4	16-Jan-90	1686100	12-May-92	Avid Technology, Inc.
AVID	7878315 8	30-Dec-05	3304280	2-Oct-07	Avid Technology, Inc.
AVID	7878317 5	30-Dec-05	3304283	2-Oct-07	Avid Technology, Inc.
AVID	7878318 0	30-Dec-05	3304284	2-Oct-07	Avid Technology, Inc.
AVID	7878318 7	30-Dec-05	3154132	10-Oct-06	Avid Technology, Inc.
AVID	7878320 0	30-Dec-05	3154133	10-Oct-06	Avid Technology, Inc.
AVID	7878314 2	30-Dec-05	3154131	10-Oct-06	Avid Technology, Inc.
AVID	7721784 5	28-Jun-07	3920040	15-Feb-11	Avid Technology, Inc.
AVID	8834128 1	15-Mar-19	5924793	03-Dec-19	Avid Technology, Inc.
AVID	7721784 3	28-Jun-07	4154274	05-Jun-2012	Avid Technology, Inc.
	7771508 2	16-Apr-09	3905003	11-Jan-11	Avid Technology, Inc.
AVID ADVANTAGE	8864905 7	10-Oct-2019	6033811	14-Apr-20	Avid Technology, Inc.
AVID DNXHD	7840252 5	15-Apr-04	3083619	18-Apr-06	Avid Technology, Inc.
AVID NEXIS	8696106 3	01-Apr-16	5197013	2-May-17	Avid Technology, Inc.
AVID EVERYWHERE	8604389 7	21-Aug-2013	5350788	5-Dec-2017	Avid Technology, Inc.
DIGIDESIGN	7434176 3	21-Dec-92	1785391	3-Aug-93	Avid Technology, Inc.
ELASTIC REALITY	7438163 9	19-Apr-93	1886566	28-Mar-95	Avid Technology, Inc.
ELEVEN	7723511 8	20-Jul-07	3731855	29-Dec-09	Avid Technology, Inc.
FAIRCHILD	7837321 6	24-Feb-04	3167372	7-Nov-06	Avid Technology, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
FASTSERVE	8759310 1	01-Sep-17	5526237	24-Jul-18	Avid Technology, Inc.
FAST TRACK	7867436 5	20-Jul-05	3264340	17-Jul-07	Avid Technology, Inc.
IMPACT	7842635 3	27-May-04	2967047	12-Jul-05	Avid Technology, Inc.
iNEWS	7609667 2	26-Jul-00	2942336	19-Apr-05	Avid Technology, Inc.
INTERPLAY	7883207 4	8-Mar-06	3341724	20-Nov-07	Avid Technology, Inc.
ISIS	7872213 4	28-Sep-05	3262870	10-Jul-07	Avid Technology, Inc.
ISOSYNC	7885999 5	12-Apr-06	3541986	2-Dec-08	Avid Technology, Inc.
MARQUEE	7546727 5	13-Apr-98	2269897	10-Aug-99	Avid Technology, Inc.
MBOX	7842636 6	27-May-04	2981085	2-Aug-05	Avid Technology, Inc.
MEDIA COMPOSER	7401929 5	16-Jan-90	1700219	14-Jul-92	Avid Technology, Inc.
NEWSCUTTER	7426205 1	3-Apr-92	1866229	6-Dec-94	Avid Technology, Inc.
NITRIS	7650432 8	8-Apr-03	2880137	31-Aug-04	Avid Technology, Inc.
POWERING CREATER CREATORS	8862276 3	19-Sep-19	6170995	06-Oct-20	Avid Technology, Inc.
PRO TOOLS	7434176 2	21-Dec-92	1917664	12-Sep-95	Avid Technology, Inc.
REPRISE	7722667 8	11-Jul-07	3627681	26-May-09	Avid Technology, Inc.
REVIBE	7841395 4	6-May-04	3037652	3-Jan-06	Avid Technology, Inc.
SCRIPTSYNC	7886776 1	24-Apr-06	3327684	30-Oct-07	Avid Technology, Inc.
SYMPHONY	7709788 1	2-Feb-07	3793486	25-May-10	Avid Technology, Inc.
TEL-RAY	7837323 6	24-Feb-04	2928925	1-Mar-05	Avid Technology, Inc.
#WER4MUSIC	8777438 5	29-Jan-18	5603277	06-Nov-18	Avid Technology, Inc.
X-FORM	7889927 3	2-Jun-06	3428662	13-May-08	Avid Technology, Inc.
PRO TOOLS CARBON	9032442 3	17-Nov-20	6566306	23-Nov-21	Avid Technology, Inc.
FASTBREAK	7889180 4	24-May-06	3222618	27-Mar-07	Avid Technology, Inc.

U.S. Trademark Applications:

Title	Application Number	File Date	Owner
AVID DNXHR	97701864	2-Dec-2022	Avid Technology, Inc.
	97762051	20-Jan-2023	Avid Technology, Inc.
MEDIACENTRAL	98151204	25-Aug-2023	Avid Technology, Inc.

Canadian Trademark Registration:

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
AVID	0656286	1990-04-26	TMA416844	1993-09-17	Avid Technology, Inc.
MEDIA COMPOSER	0656294	1990-04-26	TMA425471	1994-03-25	Avid Technology, Inc.
ISIS	0826239	1996-10-18	TMA518929	1999-10-29	Avid Technology, Inc.
iNEWS & design	1070433	2000-08-09	TMA613451	2004-06-22	Avid Technology, Inc.
AVID DNXHD	1341706	2007-03-30	TMA717861	2008-07-04	Avid Technology, Inc.
AVID	1376834	2007-12-20	TMA787691	2011-01-18	Avid Technology, Inc.
AVID	1377039	2007-12-21	TMA761200	2010-03-09	Avid Technology, Inc.
AVID Design	1434792	2009-04-16	TMA820884	2012-03-28	Avid Technology, Inc.
AVID	1509623	2010-12-30	TMA867445	2013-12-16	Avid Technology, Inc.