

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM345515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avid Technology, Inc.		06/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as the Administrative Agent		
Street Address:	127 Public Square		
Internal Address:	Attn: Institutional Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Registration Number:	2953743	AIRSPEED	
Registration Number:	3198932	ALEX	
Registration Number:	1686100	AVID	
Registration Number:	3403236	AVID	
Registration Number:	3304280	AVID	
Registration Number:	3304281	AVID	
Registration Number:	3304282	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:	3905003	AVID	
Registration Number:	3083619	AVID DNXHD	
Registration Number:	2965178	COMMAND 8	
Registration Number:	3037626	COMMAND 8	
Registration Number:	3349090	D	

OP \$1515.00 2953743

Property Type	Number	Word Mark
Registration Number:	3218095	D-COMMAND
Registration Number:	2542925	DEKO
Registration Number:	1785391	DIGIDESIGN
Registration Number:	3223071	D-SHOW
Registration Number:	1886566	ELASTIC REALITY
Registration Number:	3731855	ELEVEN
Registration Number:	3167372	FAIRCHILD
Registration Number:	3264340	FAST TRACK
Registration Number:	2525507	FXDEKO
Registration Number:	2967047	IMPACT
Registration Number:	2942336	INEWS
Registration Number:	3348941	INEWS CONTROLAIR
Registration Number:	4129763	INGAME
Registration Number:	3197499	INSTINCT
Registration Number:	3341724	INTERPLAY
Registration Number:	3262870	ISIS
Registration Number:	2344281	ISIS
Registration Number:	3541986	ISOSYNC
Registration Number:	2269897	MARQUEE
Registration Number:	2981085	MBOX
Registration Number:	1700219	MEDIA COMPOSER
Registration Number:	1920714	MEDIA RECORDER
Registration Number:	1894544	MEDIA SUITE
Registration Number:	1917164	MEDIAMIX
Registration Number:	3464009	METAFUZE
Registration Number:	1866229	NEWSCUTTER
Registration Number:	2880137	NITRIS
Registration Number:	1865186	OMF
Registration Number:	1861366	OMF INTERCHANGE
Registration Number:	1887778	OPEN MEDIA FRAMEWORK
Registration Number:	1917664	PRO TOOLS
Registration Number:	3202784	PRO TOOLS LE
Registration Number:	3627681	REPRISE
Registration Number:	3037652	REVIBE
Registration Number:	2598493	RTAS
Registration Number:	3327684	SCRIPTSYNC
Registration Number:	3673565	SUBCAP
Registration Number:	3793486	SYMPHONY

Property Type	Number	Word Mark
Registration Number:	2928925	TEL-RAY
Registration Number:	2988693	TRANSIT
Registration Number:	3186103	VIDEORAID
Registration Number:	3428662	X-FORM

CORRESPONDENCE DATA

Fax Number: 2165665800
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: 216-566-5776
Email: wendy.seifert@thompsonhine.com
Correspondent Name: David D. Thomas, Esq.
Address Line 1: 127 Public Square
Address Line 2: 3900 Key Center
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	059130.00152
NAME OF SUBMITTER:	David D. Thomas, Esq.
SIGNATURE:	/ddt/
DATE SIGNED:	06/23/2015

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of June, 2015, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and KEYBANK NATIONAL ASSOCIATION, a national banking association, in its capacity as the administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

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 (the “Borrower”), 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 the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), 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 the Administrative Agent, for the benefit of Secured Parties, 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 the Administrative Agent, for the benefit of the Secured Parties, 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 U.C.C.) 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 the Administrative Agent and the Secured Parties 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 the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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. 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 the Administrative 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 5, Grantors hereby authorize the Administrative 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 the Administrative 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 Trademark 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 provider of such Bank Products 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 THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY**

MAY BE BROUGHT, AT THE ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE ADMINISTRATIVE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE ADMINISTRATIVE 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, THE ADMINISTRATIVE 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. THE ADMINISTRATIVE 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]

11896170.3

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.

GRANTOR:

AVID TECHNOLOGY, INC.

By: _____

Tony Callini

Senior Vice President of Finance

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____

David A. Wild

Senior Vice President

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.

GRANTOR:


AVID TECHNOLOGY, INC.

By: _____
Tony Callini
Senior Vice President of Finance

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By:  _____
David A. Wild
Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

AVID TECHNOLOGY, INC. Trademark Registrations - United States

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
AIRSPEED	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
AVID	United States of America	74019284	16-Jan-90	1686100	12-May-92
AVID	United States of America	78783150	30-Dec-05	3403236	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

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
AVID	United States of America	77217845	28-Jun-07	3920040	15-Feb-11
AVID & Design	United States of America	77715082	16-Apr-09	3905003	11-Jan-11
AVID DNXHD	United States of America	78402525	15-Apr-04	3083619	18-Apr-06
COMMAND 8 and Design	United States of America	78407063	23-Apr-04	2965178	5-Jul-05
COMMAND8	United States of America	78406982	23-Apr-04	3037626	3-Jan-06
d (stylized & design)	United States of America	77003242	20-Sep-06	3349090	4-Dec-07
D-COMMAND	United States of America	78912948	21-Jun-06	3218095	13-Mar-07
DEKO	United States of America	76/241,755	16-Apr-01	2,542,925	26-Feb-02
DIGIDESIGN	United States of America	74341763	21-Dec-92	1785391	3-Aug-93
D-SHOW	United States of America	78912986	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	78674365	20-Jul-05	3264340	17-Jul-07

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
FXDEKO	United States of America	75552552	14-Sep-98	2,525,507	1-Jan-02
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
INGAME	United States of America	85292102	11-Apr-11	4129763	17-Apr-12
INSTINCT	United States of America	78591481	21-Mar-05	3197499	9-Jan-07
INTERPLAY	United States of America	78832074	8-Mar-06	3341724	20-Nov-07
ISIS	United States of America	78722134	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
MARQUEE	United States of America	75467275	13-Apr-98	2269897	10-Aug-99
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

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
MEDIA SUITE	United States of America	74261610	2-Apr-92	1894544	16-May-95
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
NEWSCUTTER	United States of America	74262051	3-Apr-92	1866229	6-Dec-94
NITRIS	United States of America	76504328	8-Apr-03	2880137	31-Aug-04
OMF	United States of America	74260584	30-Mar-92	1865186	29-Nov-94
OMF 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
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
REPRISE	United States of America	77226678	11-Jul-07	3627681	26-May-09
REVIBE	United States of America	78413954	6-May-04	3037652	3-Jan-06
RTAS	United States of America	75752975	16-Jul-99	2598493	23-Jul-02
SCRIPTSYNC	United States of America	78867761	24-Apr-06	3,327,684	30-Oct-07

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date
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
TEL-RAY	United States of America	78373236	24-Feb-04	2928925	1-Mar-05
TRANSIT	United States of America	76595751	3-Jun-04	2,988,693	30-Aug-05
VIDEORAID	United States of America	78678863	26-Jul-05	3186103	19-Dec-06
X-FORM	United States of America	78899273	2-Jun-06	3428662	13-May-08