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103611223.

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

Avid Technology, Inc.
75 Network Drive
Burlington, Massachusetts 01803Execution Date(s) October 1, 2010Additional names of conveying parties attached? ☒ Yes☐ No

2. Name and address of receiving party(ies)

Name: Wells Fargo Capital Finance, LLC, as AgentInternal
Address: _____Street Address: One Boston Place, 19th FloorCity: BostonState: MACountry: USAZip: 02108Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Government Interest☐ Executive Order 9424, confirmatory License☐ Other _____

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

See Attached Schedule I

B. Patent No.(s)

See Attached Schedule IAdditional numbers attached? ☒ Yes ☐ No

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

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: New YorkZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsalbany@wolterskluwers.com6. Total number of applications and registrations involved: 1937. Total fee (37 CFR 1.21(h) & 3.41) \$7,720☐ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)

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01 EC:00217720.00 00

9. Signature: _____

Signature

Mercedes Farinas

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document. 19Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P O Box 1450, Alexandria, VA 22313-1450PATENT
REEL: 025675 FRAME: 0413

Additional Conveying Party:

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

SCHEDULE I
to
PATENT SECURITY AGREEMENT

United States - Issued Patents

"ATI" means Avid Technology, Inc.
"PIN" means Pinnacle Systems, Inc.

Owner	Patent No.	Country	Title	Issue Date	Exp. Date
ATI	5267351	US	MEDIA STORAGE AND RETRIEVAL SYSTEM	30-Nov-1993	30-Nov-2010
ATI	5584006	US	MEDIA STORAGE AND RETRIEVAL SYSTEM	10-Dec-1996	10-Dec-2013
ATI	5309528	US	IMAGE DIGITIZER INCLUDING PIXEL ENGINE	03-May-1994	13-Dec-2011
ATI	5946445	US	MEDIA RECORDER FOR CAPTURE AND PLAYBACK OF LIVE AND PRERECORDED AUDIO AND/OR VIDEO INFORMATION	31-Aug-1999	31-Aug-2016
ATI	5355450	US	MEDIA COMPOSER WITH ADJUSTABLE SOURCE MATERIAL COMPRESSION	11-Oct-1994	10-Apr-2012
ATI	5577190	US	MEDIA COMPOSER WITH ADJUSTABLE SOURCE MATERIAL COMPRESSION	19-Nov-1996	10-Apr-2012
ATI	6118444	US	MEDIA COMPOSER WITH ADJUSTABLE SOURCE MATERIAL COMPRESSION	12-Sep-2000	10-Apr-2012
ATI	5905841	US	ELECTRONIC FILM EDITING SYSTEM USING BOTH FILM AND VIDEO TAPE FORMAT	18-May-1999	18-May-2016
ATI	5930445	US	ELECTRONIC FILM EDITING SYSTEM USING BOTH FILM AND VIDEO TAPE FORMAT	27-Jul-1999	27-Jul-2016
ATI	5724605	US	A METHOD AND APPARATUS FOR REPRESENTING AND EDITING MULTIMEDIA COMPOSITIONS	03-Mar-1998	31-Mar-2015
ATI	5754851	US	A METHOD AND APPARATUS FOR REPRESENTING AND EDITING MULTIMEDIA COMPOSITIONS	19-May-1998	06-Jun-2015
ATI	5752029	US	A METHOD AND APPARATUS FOR REPRESENTING AND EDITING MULTIMEDIA COMPOSITIONS	12-May-1998	06-Jun-2015
ATI	D352278	US	COMBINED SLIDER AND KEY PAD INPUT DEVICE FOR A COMPUTER	08-Nov-1994	13-Aug-2012
ATI	5557423	US	METHOD AND APPARATUS FOR SYNCHRONIZING A STREAM OF PICTURE DATA WITH A CORRESPONDING STREAM OF	17-Sep-1996	17-Sep-2013

ATT	5745637	US	AUDIO DATA METHOD AND APPARATUS FOR SYNCHRONIZING A STREAM OF PICTURE DATA WITH A CORRESPONDING STREAM OF AUDIO DATA	28-Apr-1998	16-Apr-2013
ATT	5440348	US	METHOD AND USER INTERFACE FOR CREATING, SPECIFYING AND ADJUSTING MOTION PICTURE TRANSITIONS	08-Aug-1995	16-Apr-2013
ATT	5726717	US	METHOD AND USER INTERFACE FOR CREATING, SPECIFYING AND ADJUSTING MOTION PICTURE TRANSITIONS	10-Mar-1998	07-Aug-2015
ATT	5654737	US	MEDIA PIPELINE WITH MECHANISM FOR REAL-TIME ADDITION OF DIGITAL VIDEO EFFECTS	05-Aug-1997	18-Mar-2014
ATT	D372478	US	EDITING CONTROL PANEL	06-Aug-1996	18-Mar-2014
ATT	5644364	US	MEDIA PIPELINE WITH MULTICHANNEL VIDEO PROCESSING AND PLAYBACK	01-Jul-1997	01-Jul-2014
ATT	D395291	US	ICON IMAGE PATTERN ON A DISPLAY SCREEN OF A PROGRAMMED COMPUTER SYSTEM	16-Jun-1998	06-Apr-2015
ATT	D373778	US	COMBINED FRONT PANEL DISPLAY AND ASSOCIATED IN/OUT UNIT FOR A VIDEO CAMERA	17-Sep-1996	07-Apr-2015
ATT	D392269	US	ICON IMAGE PATTERN ON A DISPLAY SCREEN OF A PROGRAMMED COMPUTER SYSTEM	17-Mar-1998	06-Apr-2015
ATT	D392268	US	ICON IMAGE PATTERN ON A DISPLAY SCREEN OF A PROGRAMMED COMPUTER SYSTEM	17-Mar-1998	06-Apr-2015
ATT	D392267	US	ICON IMAGE PATTERN ON A DISPLAY SCREEN OF A PROGRAMMED COMPUTER SYSTEM	17-Mar-1998	06-Apr-2015
ATT	5842014	US	SYSTEM AND METHOD FOR DISTRIBUTING PROCESSING AMONG ONE OR MORE PROCESSORS	24-Nov-1998	07-Nov-2015
ATT	D396853	US	ICON IMAGE PATTERN FOR A PROJECTION SURFACE ON A DISPLAY SCREEN OF A VIDEO EDITING SYSTEM	11-Aug-1998	07-Apr-2015
ATT	6212197	US	AN APPARATUS AND METHOD FOR ACCESSING MEMORY IN A TDM NETWORK	03-Apr-2001	09-Nov-2015
ATT	5396594	US	COMPUTER TO COMBINE IMAGES BY VIDEO TREATMENT	07-Mar-1995	20-Apr-2012
ATT	D398912	US	A COMPUTER INPUT DEVICE	29-Sep-1998	10-Apr-2016
ATT	5828678	US	A DIGITAL AUDIO RESOLVING APPARATUS AND METHOD	27-Oct-1998	12-Apr-2016
ATT	5852435	US	A DIGITAL MULTIMEDIA EDITING AND DATA MANAGEMENT SYSTEM	22-Dec-1998	12-Apr-2016
ATT	6161115	US	MEDIA EDITING SYSTEM WITH IMPROVED EFFECT	12-Dec-2000	12-Apr-2016

ATTI	6628303	US	MANAGEMENT GRAPHICAL USER INTERFACE FOR A MOTION VIDEO PLANNING AND EDITING SYSTEM FOR A COMPUTER METHOD FOR VISUALLY AND AUDIBLY REPRESENTING COMPUTER INSTRUCTIONS FOR EDITING VIDEO DIGITAL AUDIO WORKSTATION PROVIDING DIGITAL STORAGE AND DISPLAY OF VIDEO INFORMATION METHOD AND APPARATUS FOR CREATING MOTION PICTURE TRANSITIONS ACCORDING TO NON-LINEAR LIGHT RESPONSE METHOD AND APPARATUS FOR CREATING MOTION PICTURE TRANSITIONS ACCORDING TO NON-LINEAR LIGHT RESPONSE METHOD AND APPARATUS FOR SYNCHRONIZING DEVICES IN AN AUDIO/VIDEO SYSTEM NEWSROOM USER INTERFACE INCLUDING MULTIPLE PANEL WORKSPACES VIDEO DEVICE MANAGER FOR MANAGING MOTION VIDEO OUTPUT DEVICES AND SUPPORTING CONTEXTS AND BUFFER ADOPTION	30-Sep-2003	29-Jul-2016
ATTI	5568275	US		22-Oct-1996	
ATTI	5467288	US		14-Nov-1995	
ATTI	5528310	US		18-Jan-1996	18-Jun-2013
ATTI	5812216	US		22-Sep-1998	16-Apr-2013
ATTI	6134379	US		17-Oct-2000	20-Mar-2017
ATTI	6141007	US		31-Oct-2000	04-Apr-2017
ATTI	6353862	US		05-Mar-2002	04-Apr-2017
ATTI	6038573	US	NEWS STORY MARKUP LANGUAGE AND SYSTEM AND PROCESS FOR EDITING AND PROCESSING DOCUMENTS COMPUTER SYSTEM AND PROCESS FOR CAPTURE, EDITING AND PLAYBACK OF MOTION VIDEO COMPRESSED USING INTERFRAME AND INTRAFRAME TECHNIQUES MEDIA COMPOSER INCLUDING POINTER-BASED DISPLAY OF SEQUENTIALLY STORED SAMPLES QUANTIZATION TABLE ADJUSTMENT A SERIAL TO PARALLEL CONVERTER FOR A DIGITAL AUDIO WORKSTATION MOTION PICTURE RECORDING DEVICE USING DIGITAL, COMPUTER-READABLE NON-LINEAR MEDIA METHOD AND APPARATUS FOR CREATING MOTION PICTURE TRANSITIONS ACCORDING TO NON-LINEAR LIGHT RESPONSE APPARATUS AND METHOD USING SPEECH RECOGNITION AND SCRIPTS TO CAPTURE, AUTHOR AND PLAYBACK SYNCHRONIZED AUDIO AND VIDEO	14-Mar-2000	04-Apr-2017
ATTI	6167083	US		26-Dec-2000	04-Apr-2017
ATTI	6018337	US		25-Jan-2000	10-Apr-2012
ATTI	6023531	US		08-Feb-2000	31-Dec-2011
ATTI	6128681	US		03-Oct-2000	07-Aug-2017
ATTI	7623754	US		24-Nov-2009	23-Feb-2015
ATTI	6532043	US		11-Mar-2003	17-Sep-2013
ATTI	6336093	US		01-Jan-2002	16-Jan-2018

ATI	5929836	US	MEDIA PIPELINE WITH MECHANISM FOR REAL-TIME ADDITION OF DIGITAL VIDEO EFFECTS	27-Jul-1999	18-Mar-2014
ATI	6415373	US	COMPUTER SYSTEM AND PROCESS FOR TRANSFERRING MULTIPLE HIGH BANDWIDTH STREAMS OF DATA BETWEEN MULTIPLE STORAGE UNITS AND MULTIPLE APPLICATIONS IN A SCALABLE AND RELIABLE MANNER	02-Jul-2002	24-Dec-2017
ATI	6374336	US	COMPUTER SYSTEM AND PROCESS FOR TRANSFERRING MULTIPLE HIGH BANDWIDTH STREAMS OF DATA BETWEEN MULTIPLE STORAGE UNITS AND MULTIPLE APPLICATIONS IN A SCALABLE AND RELIABLE MANNER	16-Apr-2002	24-Dec-2017
ATI	6198477	US	A MULTISTREAM SWITCH-BASED VIDEO EDITTING ARCHITECTURE	06-Mar-2001	03-Apr-2018
ATI	6327253	US	METHOD AND APPARATUS FOR CONTROLLING SWITCHING OF CONNECTIONS AMONG DATA PROCESSING DEVICES	04-Dec-2001	03-Apr-2018
ATI	6763523	US	MULTIMEDIA SYSTEM	13-Jul-2004	03-Apr-2018
ATI	6404435	US	METHOD AND APPARATUS FOR THREE-DIMENSIONAL CHARACTER ANIMATION	11-Jun-2002	03-Apr-2018
ATI	6426778	US	SYSTEM AND METHOD FOR PROVIDING INTERACTIVE COMPONENTS IN MOTION VIDEO	30-Jul-2002	03-Apr-2018
ATI	6009507	US	SYSTEM AND METHOD FOR DISTRIBUTING PROCESSING AMONG ONE OR MORE PROCESSORS	28-Dec-1999	
ATI	5986584	US	OPTICAL ENCODER BASED FADER APPARATUS	16-Nov-1999	02-Oct-2015
ATI	6330369	US	METHOD AND APPARATUS FOR LIMITING DATA RATE OR IMAGE QUALITY LOSS IN LOSSY COMPRESSION OF SEQUENCES OF DIGITAL IMAGES	11-Dec-2001	10-Jul-2018
ATI	5987501	US	AN APPARATUS AND COMPUTER-IMPLEMENTED PROCESS FOR PROVIDING REAL-TIME MULTIMEDIA DATA TRANSPORT IN A DISTRIBUTED COMPUTING SYSTEM	16-Nov-1999	21-Mar-2014
ATI	6167404	US	MULTIMEDIA PLUG-IN USING DYNAMIC OBJECTS	26-Dec-2000	04-Nov-2017
ATI	6031529	US	GRAPHICS DESIGN SOFTWARE USER INTERFACE	29-Feb-2000	27-Jun-2017
ATI	6154221	US	PARAMETRIC FUNCTION CURVE EDITING	28-Nov-2000	04-Apr-2017
ATI	6317142	US	TAXONOMY OF OBJECTS AND A SYSTEM OF NON-MODAL PROPERTY INSPECTORS	13-Nov-2001	04-Apr-2017
ATI	5930797	US	METHOD AND STRUCTURE FOR REPRESENTING HIERARCHICAL TIME-BASED DATA STRUCTURES AND TO	27-Jul-1999	15-Apr-2017

ATTI	6160548	US	EXTRACT INFORMATION THEREFROM METHOD AND MECHANISM FOR SYNCHRONIZING HARDWARE AND SOFTWARE MODULES	12-Dec-2000	15-Apr-2017
ATTI	6546190	US	METHOD AND APPARATUS FOR SYNCHRONIZING A STREAM OF PICTURE DATA WITH A CORRESPONDING STREAM OF AUDIO DATA	08-Apr-2003	16-Apr-2013
ATTI	6766357	US	APPARATUS AND METHOD FOR EFFICIENT TRANSFER OF MULTIMEDIA DATA FOR PLAYBACK	20-Jul-2004	15-Apr-2019
ATTI	6512522	US	ANIMATION OF THREE-DIMENSIONAL CHARACTERS ALONG A PATH FOR MOTION VIDEO SEQUENCES	28-Jan-2003	15-Apr-2019
ATTI	6407775	US	APPARATUS AND METHOD FOR EDITING AND GENERATING A MOTION PICTURE PROGRAM USING SEQUENCES OF DIGITAL STILL IMAGES WITH IMAGE RESIZING AND IMAGE RATE AND FORMAT CONVERSION	18-Jun-2002	16-Apr-2019
ATTI	6552731	US	MULTI-TONE REPRESENTATION OF A DIGITAL IMAGE ON A DIGITAL NONLINEAR EDITING SYSTEM	22-Apr-2003	16-Apr-2019
ATTI	6539163	US	NON-LINEAR EDITING SYSTEM AND METHOD EMPLOYING REFERENCE CLIPS IN EDIT SEQUENCES	25-Mar-2003	16-Apr-2019
ATTI	6847373	US	NATURAL COLOR MATCHING IN A VIDEO EDITING SYSTEM	25-Jan-2005	16-Apr-2019
ATTI	6618547	US	ELECTRONIC FILM EDITING SYSTEM USING BOTH FILM AND VIDEOTAPE FORMAT	09-Sep-2003	01-Jul-2012
ATTI	6211869	US	A MULTIMEDIA SYSTEM WITH IMPROVED DATA MANAGEMENT MECHANISMS	03-Apr-2001	04-Apr-2017
ATTI	6023703	US	METHOD AND STRUCTURE FOR REPRESENTING HIERARCHICAL TIME-BASED DATA STRUCTURES AND TO EXTRACT INFORMATION THEREFROM	08-Feb-2000	15-Apr-2017
ATTI	6704671	US	SYSTEM AND METHOD OF IDENTIFYING THE ONSET OF A SONIC EVENT	09-Mar-2004	22-Jul-2019
ATTI	6466214	US	MARKING PARAMETERS FOR ANIMATION	15-Oct-2002	06-Aug-2019
ATTI	6621504	US	EDITOR FOR EFFECT TREE PARAMETERS	16-Sep-2003	06-Aug-2019
ATTI	6249280	US	MEDIA COMPOSER WITH ADJUSTABLE SOURCE MATERIAL COMPRESSION	19-Jun-2001	10-Apr-2012
ATTI	6072796	US	AN APPARATUS AND METHOD FOR ACCESSING MEMORY IN A TDM NETWORK	06-Jun-2000	14-Jun-2015
ATTI	6571255	US	MODIFICATION OF MEDIA WITH COMMON ATTRIBUTES ON A	27-May-2003	16-Apr-2019

DIGITAL NONLINEAR EDITTING SYSTEM			
ATI	6678461	US	MEDIA RECORDER FOR CAPTURE AND PLAYBACK OF LIVE AND PRERECORDED AUDIO AND/OR VIDEO INFORMATION
ATI	6871003	US	EDIT DECISION LIST FOR IDENTIFYING THE PULL DOWN PHASE OF A VIDEO SIGNAL
ATI	6596031	US	NEWS STORY MARKUP LANGUAGE AND SYSTEM AND PROCESS FOR EDITING AND PROCESSING DOCUMENTS
ATI	7725812	US	AUTHORING SYSTEM FOR COMBINING TEMPORAL AND NONTEMPORAL DIGITAL MEDIA
ATI	6810157	US	DYNAMIC TEMPLATES FOR SPECIFYING VALUES FOR PARAMETERS OF AN OPERATION IN A VIDEO EDITTING SYSTEM
ATI	6791536	US	MULTIFRAME RENDERING OF VIDEO DATA ON A GENERAL PURPOSE COMPUTER
ATI	6337880	US	INDEXING FOR MOTION VIDEO THAT IS COMPRESSED USING INTERFRAME AND INTRAFRAME TECHNIQUES
ATI	6477271	US	SECONDARY COLOR CORRECTION OF A DIGITAL IMAGE
ATI	6449019	US	REAL-TIME KEY FRAME EFFECTS USING TRACKING INFORMATION
ATI	7165219	US	MEDIA COMPOSER INCLUDING POINTER-BASED DISPLAY OF SEQUENTIALLY STORED SAMPLES
ATI	6665450	US	INTERPOLATION OF A SEQUENCE OF IMAGES USING MOTION ANALYSIS
ATI	6664966	US	NON LINEAR EDITTING SYSTEM AND METHOD OF CONSTRUCTING AN EDIT THEREIN
ATI	6544293	US	MEDIA EDITING SYSTEM WITH IMPROVED EFFECT MANAGEMENT
ATI	6489969	US	MEDIA COMPOSER WITH ADJUSTABLE SOURCE MATERIAL COMPRESSION
ATI	6766063	US	GENERATION ADAPTIVE FILTERING FOR SUBSAMPLING COMPONENT VIDEO AS INPUT TO A NONLINEAR SYSTEM
ATI	6678002	US	HDTV EDITING AND EFFECTS PREVISUALIZATION USING SDTV DEVICES
ATI	6504552	US	STORING EFFECT DESCRIPTIONS FROM A NONLINEAR EDITOR USING A FIELD CHART AND/OR PIXEL COORDINATE DATA

FOR USE BY A COMPUTER			
INDEXING INTERLEAVED MEDIA DATA			
ATI	6792433	US	14-Sep-2004
ATI	7545957	US	09-Jun-2009
ATI	7043058	US	09-May-2006
ATI	6570624	US	27-May-2003
ATI	6469711	US	22-Oct-2002
ATI	6584152	US	24-Jun-2003
ATI	6728662	US	27-Apr-2004
ATI	7194676	US	20-Mar-2007
ATI	6785768	US	31-Aug-2004
ATI	7671871	US	02-Mar-2010
ATI	6583824	US	24-Jun-2003
ATI	6553142	US	22-Apr-2003
ATI	6763134	US	13-Jul-2004
ATI	6573898	US	03-Jan-2003
ATI	6747705	US	08-Jun-2004
ATI	7512885	US	31-Mar-2009
ANALYZING MOTION OF CHARACTERISTICS IN IMAGES			
CORRECTING MOTION VECTOR MAPS FOR IMAGE PROCESSING			
INTERPOLATION OF A SEQUENCE OF IMAGES USING MOTION ANALYSIS			
GRAPHICAL USER INTERFACE FOR A MOTION VIDEO PLANNING AND EDITING SYSTEM FOR A COMPUTER			
COMPUTER SYSTEM AND PROCESS FOR CAPTURE, EDITING AND PLAYBACK OF MOTION VIDEO COMPRESSED USING INTERFRAME AND INTRAFRAME TECHNIQUES			
APPARATUS AND METHOD USING SPEECH RECOGNITION AND SCRIPTS TO CAPTURE, AUTHOR AND PLAYBACK SYNCHRONIZED AUDIO AND VIDEO			
PERFORMING RETIMING EFFECTS ON SYNCHRONIZED DATA IN AN EDITING SYSTEM			
COMPUTER SYSTEM AND PROCESS FOR TRANSFERRING STREAMS OF DATA BETWEEN MULTIPLE STORAGE UNITS AND MULTIPLE APPLICATIONS IN A SCALABLE AND RELIABLE MANNER			
GRAPHICAL USER INTERFACE FOR COLOR CORRECTION USING CURVES			
COLOR MODIFICATION ON A DIGITAL NONLINEAR EDITING SYSTEM			
MEDIA COMPOSER WITH ADJUSTABLE SOURCE MATERIAL COMPRESSION			
SECONDARY COLOR CORRECTION OF A DIGITAL IMAGE ANALYSIS OF PROPERTIES OF EFFECTS FOR RENDERING AND CACHING OF MEDIA DATA			
METHOD AND APPARATUS FOR CREATING MOTION PICTURE TRANSITIONS ACCORDING TO NON-LINEAR LIGHT RESPONSE			
GRAPHICAL USER INTERFACE FOR NAVIGATING AND DISPLAYING RELATIONSHIPS AMONG MEDIA DATA AND METADATA			

ATI	7684096	US	AUTOMATIC COLOR CORRECTION FOR SEQUENCES OF IMAGES	23-Mar-2010	18-Nov-2026
ATI	6871161	US	PREDICTING PERFORMANCE OF A SET OF VIDEO PROCESSING DEVICES	22-Mar-2005	24-Jun-2023
ATI	6907191	US	MEDIA RECORDER FOR CAPTURE AND PLAYBACK OF LIVE AND PRERECORDED AUDIO AND/OR VIDEO INFORMATION	14-Jun-2005	03-Nov-2012
ATI	6901211	US	MEDIA RECORDER FOR CAPTURE AND PLAYBACK OF LIVE AND PRERECORDED AUDIO AND/OR VIDEO INFORMATION	31-May-2005	10-Apr-2012
ATI	7081900	US	NATURAL COLOR MATCHING IN A VIDEO EDITING SYSTEM	25-Jul-2006	16-Apr-2019
ATI	7124366	US	GRAPHICAL USER INTERFACE FOR A MOTION VIDEO PLANNING AND EDITING SYSTEM FOR A COMPUTER	17-Oct-2006	30-Jan-2018
ATI	7103231	US	INTERPOLATION OF A SEQUENCE OF IMAGES USING MOTION ANALYSIS	05-Sep-2006	20-Dec-2020
ATI	6948128	US	NON LINEAR EDITING SYSTEM AND METHOD OF CONSTRUCTING AN EDIT THEREIN	20-Sep-2005	13-Feb-2017
ATI	7669129	US	GRAPHICAL USER INTERFACE FOR PROVIDING EDITING OF TRANSFORM HIERARCHIES WITHIN AN EFFECTS TREE	23-Feb-2010	09-Jul-2024
ATI	7403561	US	FIXED BIT RATE, INTRAFRAME COMPRESSION AND DECOMPRESSION OF VIDEO	22-Jul-2008	14-Jul-2026
ATI	7433519	US	BITSTREAM FORMAT FOR COMPRESSED IMAGE DATA	07-Oct-2008	18-Jan-2027
ATI	D515095	US	COMPUTER PERIPHERAL	14-Feb-2006	14-Feb-2020
ATI	7587062	US	WATERMARKING	08-Sep-2009	24-Oct-2026
ATI	6928187	US	SECONDARY COLOR CORRECTION OF A DIGITAL IMAGE	09-Aug-2005	23-Apr-2020
ATI	7532807	US	COMBINED EDITING SYSTEM AND DIGITAL MOVING PICTURE RECORDING SYSTEM	12-May-2009	19-Dec-2016
ATI	6933866	US	VARIABLE DATA RATE RECEIVER	23-Aug-2005	14-Sep-2024
ATI	7555557	US	REVIEW AND APPROVAL SYSTEM	30-Jun-2009	07-Oct-2021
ATI	7733858	US	COMMUNICATION PROTOCOL BETWEEN A HOST COMPUTER AND A CONTROL SURFACE IN AN AUDIO EDITING/MIXING SYSTEM	08-Jun-2010	28-Feb-2028
ATI	7280117	US	GRAPHICAL USER INTERFACE FOR A KEYSER	09-Oct-2007	10-Sep-2024
ATI	7266241	US	SECONDARY COLOR CORRECTION OF A DIGITAL IMAGE	04-Sep-2007	07-Apr-2020
PIN	5119442	US	REAL TIME DIGITAL VIDEO ANIMATION USING COMPRESSED PIXEL MAPPINGS	02-Jun-1992	19-Dec-2010

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PIN	6069668	US	SYSTEM AND METHOD FOR PRODUCING VIDEO EFFECTS ON LIVE-ACTION VIDEO	30-May-2000	07-Apr-2017
PIN	5917990	US	PROCESS FOR PRECISELY IDENTIFYING A DESIRED LOCATION ON A VIDEO TAPE	29-Jun-1999	22-Apr-2018
PIN	5369735	US	METHOD FOR CONTROLLING A 3D PATCH-DRIVEN SPECIAL EFFECTS SYSTEM	29-Nov-1994	28-Jan-2014
PIN	5410644	US	3D VIDEO SPECIAL EFFECTS SYSTEM	25-Apr-1995	31-Aug-2014
PIN	5495291	US	DECOMPRESSION SYSTEM FOR COMPRESSED VIDEO DATA FOR PROVIDING UNINTERRUPTED DECOMPRESSED VIDEO DATA OUTPUT	27-Feb-1996	22-Jul-2014
PIN	5615241	US	PROGRAMMABLE RATE GENERATOR	25-Mar-1997	01-Jul-2014
PIN	5327243	US	REAL TIME VIDEO CONVERTER	04-Jul-1994	04-Jul-2011
PIN	5561472	US	VIDEO CONVERTER HAVING RELOCATABLE AND RESIZABLE WINDOWS	01-Oct-1996	04-Jul-2011
PIN	5289565	US	METHOD AND APPARATUS FOR CYMK-RGB RANDAC VIDEO NORMALIZER FOR A DISPLAY MONITOR	22-Feb-1994	01-May-2012
ATI	5325195	US	TEXTURE DATA ANTI-ALIASING METHOD AND APPARATUS	28-Jun-1994	28-Jun-2011
PIN	7432936	US	SYSTEM AND METHODS FOR USING GRAPHICS HARDWARE FOR REAL TIME TWO AND THREE DIMENSIONAL, SINGLE DEFINITION, AND HIGH DEFINITION VIDEO EFFECTS	07-Oct-2008	02-Apr-2027
PIN	7286132	US	METHOD AND APPARATUS FOR SYNCHRONIZING AUDIO AND VIDEO COMPONENTS OF MULTIMEDIA PRESENTATIONS	23-Oct-2007	20-Nov-2024
PIN	7301092	US	METHOD AND APPARATUS FOR PROVIDING REAL TIME ENHANCEMENTS AND ANIMATIONS OVER A VIDEO IMAGE	27-Nov-2007	26-Mar-2025
PIN	6057833	US	METHODS AND APPARATUS FOR AUTOMATICALLY CREATING A MOVIE THE BEAT OF PROVIDED MUSIC	02-May-2000	07-Apr-2017
PIN	7500176	US	GRAPHICAL USER INTERFACE FOR A MEDIA MANAGEMENT SYSTEM FOR COMMUNICATING QUALITY, SOURCE AND ACCESSIBILITY INFORMATION FOR MEDIA DATA AND MEDIA OBJECTS	03-Mar-2009	29-Nov-2026
ATI	7562099	US	SYSTEM FOR LIVE AUDIO PRESENTATIONS	14-Jul-2009	25-Sep-2025
ATI	7733918	US	CONTROL SURFACE WITH A TOUCHSCREEN FOR EDITING SURROUND SOUND	08-Jun-2010	26-Oct-2027
ATI	7698009	US	KNOB DESIGN FOR A ROTARY ENCODER	13-Apr-2010	13-Feb-2028
ATI	7060916	US		13-Jun-2006	14-Apr-2025

ATI	D565030	US	AUDIO PERIPHERAL WITH HANDLE FOR A MUSIC PRODUCTION SYSTEM	25-Mar-2008	25-Mar-2022
ATI	D565553	US	AUDIO PERIPHERAL FOR A MUSIC PRODUCTION SYSTEM	01-Apr-2008	01-Apr-2022
ATI	7660947	US	COMPUTER SYSTEM AND PROCESS FOR TRANSFERRING MULTIPLE HIGH BANDWIDTH STREAMS OF DATA BETWEEN MULTIPLE STORAGE UNITS AND MULTIPLE APPLICATIONS IN A SCALABLE AND RELIABLE MANNER	09-Feb-2010	24-Dec-2017
ATI	7729423	US	FIXED BIT RATE, INTRAFRAME COMPRESSION AND DECOMPRESSION OF VIDEO	01-Jun-2010	04-Apr-2023
ATI	5399820	US	LIGHTED PUSHBUTTON PANEL SWITCHES	21-Mar-1995	21-Jun-2013
ATI	5524060	US	VISUAL DYNAMICS MANAGEMENT FOR AUDIO INSTRUMENT	04-Jun-1996	04-Jun-2013
ATI	5959610	US	COMPUTER-MIRRORED PANEL INPUT DEVICE	28-Sep-1999	28-Sep-2016
ATI	6057829	US	COMPUTER-MIRRORED PANEL INPUT DEVICE	02-May-2000	21-Jun-2013
ATI	6438241	US	MULTIPLE DRIVER ROTARY CONTROL FOR AUDIO PROCESSORS OR OTHER USERS	20-Aug-2002	23-Feb-2018
ATI	6728382	US	FUNCTIONAL PANEL FOR AUDIO MIXER	27-Apr-2004	23-Feb-2018
ATI	6839675	US	REAL-TIME MONITORING SYSTEM FOR CODEC-EFFECT SAMPLING DURING DIGITAL PROCESSING OF A SOUND SOURCE	04-Jan-2005	09-Oct-2022
ATI	7441193	US	ADAPTABLE AND WIDELY APPLICABLE CONTROL SURFACE	21-Oct-2008	21-Feb-2026
ATI	5402501	US	AUTOMATED AUDIO MIXER	28-Mar-1995	28-Mar-2012

United States - Published Patent Applications

Office	Appl. No.	Country	Title	File Date	Publ. No.	Publ. Date
ATI	11/106278	US	EDITING SYSTEM FOR AUDIOVISUAL WORKS AND CORRESPONDING TEXT FOR TELEVISION NEWS	13-Apr-2005	2007/0260968	08-Nov-2007
ATI	11/731636	US	COMBINED EDITING SYSTEM AND DIGITAL MOVING PICTURE RECORDING SYSTEM	30-Mar-2007	2007/0242137	18-Oct-2007
ATI	10/407711	US	INDEXING MEDIA FILES IN A DISTRIBUTED, MULTI-USER SYSTEM FOR MANAGING AND EDITING DIGITAL MEDIA	04-Apr-2003	2004/0199507	07-Oct-2004
ATI	10/115693	US	EDITING TIME-BASED MEDIA WITH ENHANCED CONTENT	04-Apr-2002	2003/0018609	23-Jan-2003
ATI	10/286215	US	COMMUNICATION PROTOCOL FOR CONTROLLING TRANSFER OF TEMPORAL DATA OVER A BUS BETWEEN DEVICES IN SYNCHRONIZATION WITH A PERIODIC REFERENCE SIGNAL	01-Nov-2002	2004/0086000	06-May-2004
ATI	10/657800	US	ELECTRONIC FILM EDITING SYSTEM USING BOTH FILM AND VIDEOTAPE FORMAT	08-Sep-2003	2004/0057696	25-Mar-2004
ATI	11/298866	US	OFFSPEED PLAYBACK IN A VIDEO EDITING SYSTEM OF VIDEO DATA COMPRESSED USING LONG GROUPS OF PICTURES	09-Dec-2005	2007/0133951	14-Jun-2007
ATI	11/363718	US	CAPTURE, EDITING AND ENCODING OF MOTION PICTURES ENCODED WITH REPEATING FIELDS OR FRAMES	28-Feb-2006	2006/0233248	19-Oct-2006
ATI	11/524666	US	DISTRIBUTION OF DATA IN A DISTRIBUTED SHARED STORAGE SYSTEM	21-Sep-2006	2007/0073990	29-Mar-2007
ATI	11/524999	US	TRANSMIT REQUEST MANAGEMENT IN A DISTRIBUTED SHARED STORAGE SYSTEM	21-Sep-2006	2007/0136484	14-Jun-2007
ATI	11/728767	US	PROCESSING OF SCALABLE COMPRESSED VIDEO FORMATS FOR NONLINEAR VIDEO EDITING SYSTEMS	27-Mar-2007	2007/0230895	04-Oct-2007
ATI	11/732502	US	ADVANCED PULLDOWN FORMAT FOR ENCODING VIDEO	03-Apr-2007	2007/0236602	11-Oct-2007
ATI	11/824383	US	MUSIC AND AUDIO PLAYBACK SYSTEM	29-Jun-2007	2008/0013757	17-Jan-2008

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ATI	11/986204	US	MEDIA EDITING SYSTEM USING DIGITAL RIGHTS MANAGEMENT METADATA TO LIMIT IMPORT, EDITING AND EXPORT OPERATIONS PERFORMED ON TEMPORAL MEDIA	20-Nov-2007	2009/0133130	21-May-2009
ATI	12/069088	US	SYSTEM FOR AND METHOD OF GENERATING AUDIO SEQUENCES OF PRESCRIBED DURATION	07-Feb-2008	2008/0190268	14-Aug-2008
ATI	12/072397	US	ARRAY-BASED DISTRIBUTED STORAGE SYSTEM WITH PARITY	26-Feb-2008	2009/0216832	27-Aug-2009
ATI	12/082767	US	INTERCONNECTED MULTIMEDIA SYSTEMS WITH SYNCHRONIZED PLAYBACK	14-Apr-2008	2008/0253736	16-Oct-2008
ATI	12/156634	US	ELECTRONIC FILM EDITING SYSTEM USING BOTH FILM AND VIDEOTAPE FORMAT	03-Jan-2008	2008/0297598	04-Dec-2008
ATI	12/135117	US	MUSICAL SOUND IDENTIFICATION	06-Jan-2008	2009/0301288	10-Dec-2009
ATI	12/286991	US	BITSTREAM FORMAT FOR COMPRESSED IMAGE DATA	03-Oct-2008	2009/0080785	26-Mar-2009
ATI	12/286988	US	USING USER CONTEXT INFORMATION TO SELECT MEDIA FILES FOR A USER IN A DISTRIBUTED MULTI-USER SYSTEM FOR EDITING DIGITAL MEDIA	03-Oct-2008	2009/0083245	26-Mar-2009
ATI	12/420371	US	FRAMEWORK TO INTEGRATE AND ABSTRACT PROCESSING OF MULTIPLE HARDWARE DOMAINS, DATA TYPES AND FORMAT	08-Apr-2009	2009/0251475	08-Oct-2009
ATI	12/689426	US	COMPUTER SYSTEM AND PROCESS FOR TRANSFERRING MULTIPLE HIGH BANDWIDTH STREAMS OF DATA BETWEEN MULTIPLE STORAGE UNITS AND MULTIPLE APPLICATIONS IN A SCALABLE AND RELIABLE MANNER	19-Jan-2010	2010/0122030	13-May-2010
ATI	11/245772	US	SOFTWARE MONITOR AND CONTROL APPLICATION FOR USE WITH A DIGITAL AUDIO SUITE	06-Oct-2005	2006/06/0072771	06-Apr-2006

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 1st day of October, 2010, by and among the 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 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 the Grantors shall have executed and delivered to Agent, for the benefit of the 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 the Lender Group and the Bank Product Providers, this Patent 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 PATENT 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 Patent 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 "Patent Collateral"):

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

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties,

and other compensation under any Patent Intellectual Property License; provided, that, the foregoing shall exclude all Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent 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 Patent 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 Patent 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 Patent 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 Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice to Agent with respect to any such new patent rights as required under the Security Agreement. Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights which constitute Collateral of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent 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 Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent 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 Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent 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,

IN WITNESS WHEREOF, the parties hereto have caused this Patent 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

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Name: Ken Sexton

Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: _____

Name: Katherine L. Anderson

Title: Director

[Patent Security Agreement]

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 Patent 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 shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS PATENT 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 PATENT 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 PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]