
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report: June 1, 2010

(Date of Earliest Event Reported)

HARMONIC INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

000-25826
Commission File Number

77-0201147
(I.R.S. Employer
Identification No.)

549 Baltic Way
Sunnyvale, CA 94089
(408) 542-2500

(Address, including zip code, and telephone number, including area code,
of registrant's principal executive offices)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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TABLE OF CONTENTS

[Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers;
Compensatory Arrangements of Certain Officers](#)

[Item 9.01 Financial Statements and Exhibits](#)

SIGNATURES

[EX-10.1](#)

[EX-10.3](#)

[EX-99.1](#)

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Chief Financial Officer

On June 1, 2010, Harmonic Inc. (the “Company”) issued a press release announcing that Carolyn Aver, age 51, has been hired as the Company’s Chief Financial Officer (“CFO”), effective as of June 1, 2010. Ms. Aver will assume the role of the Company’s principal financial officer and principal accounting officer. As previously announced by the Company in a Current Report on Form 8-K filed February 4, 2010, Robin Dickson, the Company’s prior CFO, principal financial officer and principal accounting officer, is retiring. Mr. Dickson will continue as an employee of the Company until August 31, 2010 to facilitate a successful transition.

Prior to joining the Company, Ms. Aver was an independent consultant and interim Chief Financial Officer for Axiom Legal, a small professional services company, from 2007 until May 2010. From 2002 until 2007, Ms. Aver was Executive Vice President and Chief Financial Officer of Agile Software Inc., a San Jose, California-based provider of product lifecycle management software solutions. Ms. Aver has also previously served as Chief Financial Officer of Autodesk, Inc., ParcPlace-Digital, Inc. and USWeb/CKS. Ms. Aver began her career with Arthur Young & Company (now Ernst & Young) and earned her bachelor’s degree in accounting from California State University, East Bay.

A copy of the press release announcing Ms. Aver’s appointment is attached hereto as Exhibit 99.1.

Employment Offer Letter with Carolyn Aver

In connection with Ms. Aver’s appointment as the Company’s CFO, the Company entered into an Employment Offer Letter Agreement with Ms. Aver dated May 25, 2010 (the “Offer Letter”). Under the terms of the Offer Letter, as approved by the compensation and equity ownership committee (the “Compensation Committee”) of the board of directors of the Company, Ms. Aver will be paid a base salary of \$325,000 per year and will have an annual bonus incentive target of \$200,000. Her 2010 bonus will be dependent on the Company’s achievement of certain corporate financial objectives and will be paid on a pro-rata basis calculated from her date of hire. Ms. Aver will also be eligible for the Company’s standard benefits programs.

Pursuant to the Offer Letter, the Compensation Committee has authorized the grant of stock options entitling Ms. Aver to purchase 220,000 shares of common stock of the Company. These stock options will vest over a four year period with twenty-five percent (25%) of Ms. Aver’s options vesting on the anniversary of the grant date, June 1, 2010, and the balance of the options vesting over the remaining three (3) year period with vesting occurring at the rate of 1/48th per month.

Also pursuant to the Offer Letter, the Compensation Committee has authorized the grant of 110,000 restricted stock units of the Company (“RSUs”) to Ms. Aver, each unit representing one share of the Company’s common stock. These restricted stock units will vest over a four (4) year period commencing June 1, 2010, with twenty-five percent (25%) of the shares subject to the RSU’s vesting on May 15, 2011, and as to 12.5% of the shares subject to the RSUs, vesting on each May 15th and November 15th thereafter.

A copy of the Offer Letter is attached hereto as Exhibit 10.1 and incorporated by reference herein.

Indemnification Agreement with Carolyn Aver

Ms. Aver has also entered into the Company’s standard form of indemnification agreement (the “Indemnification Agreement”). Pursuant to the Indemnification Agreement, the Company agrees to indemnify Ms. Aver against certain liabilities that may arise by reason of her status or services as Chief Financial Officer of the Company and to advancement of her expenses incurred as a result of any proceeding as to which she may be indemnified. The Indemnification Agreement is intended to provide indemnification rights to the fullest extent permitted under applicable indemnification rights statutes in the State of Delaware and is in addition to any other rights Ms. Aver may have under the Company’s amended and restated certificate of incorporation, bylaws and applicable law.

[Table of Contents](#)

The form of the Indemnification Agreement was previously filed and is incorporated by reference herein as Exhibit 10.2.

Change of Control Severance Agreement with Carolyn Aver

In connection with Ms. Aver’s appointment as the Company’s CFO, the Company entered into a Change of Control Severance Agreement (the “Severance Agreement”) with Carolyn Aver, effective June 1, 2010. The Severance Agreement provides that, if Ms. Aver’s employment with the Company is terminated as a result of an Involuntary Termination (as defined in the Severance Agreement) other than for Cause (as defined in the Severance Agreement) at any time within eighteen (18) months following a Change of Control (as defined in the Severance Agreement), then Ms. Aver will be entitled to receive, among other things:

- A cash payment in an amount equal to one hundred percent (100%) of Ms. Aver’s base salary for the twelve (12) months preceding the Change of Control;
- A cash payment in an amount equal to one and one-half times either (i) 50% of the established annual target bonus, or (ii) the average of the actual bonuses paid in each of the two prior years, whichever is greater;
- Continued Company-paid health, dental and life insurance coverage for up to one (1) year from the date of the Change of Control; and
- Accelerated vesting of one hundred percent (100%) of the unvested portion of any outstanding stock option, restricted stock or other equity compensation award, with all such outstanding equity compensation awards being exercisable for a period of one year (or such greater period of time as specified in the applicable equity award agreement, but in no event longer than the original maximum term) after such termination.

The foregoing description of the Severance Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Severance Agreement, a copy of which is filed as Exhibit 10.3 to this Current Report on Form 8-K, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit Number | Description |
|-----------------------|---|
| 10.1 | Letter Agreement with Carolyn Aver, dated May 25, 2010 |
| 10.2* | Form Indemnification Agreement for directors and executive officers |
| 10.3 | Change of Control Severance Agreement by and between Harmonic Inc. and Carolyn Aver, effective June 1, 2010 |
| 99.1 | Press Release dated June 1, 2010, announcing the appointment of Carolyn Aver as Chief Financial Officer |

* *Previously filed as an Exhibit to the Company’s Registration Statement on Form S-1 No. 33-90752.*

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HARMONIC INC.

Date: June 2, 2010

By: /s/ Patrick J. Harshman
Patrick J. Harshman
Chief Executive Officer

May 25, 2010

Ms. Carolyn Aver

Dear Carolyn,

I am pleased to offer you the position of Chief Financial Officer, reporting to me. In this position, you will receive a bi-weekly salary of \$12,500, which equates to \$325,000 on an annualized basis (for computational purposes only). You will also have an annual bonus incentive of \$200,000 at target. Your 2010 bonus will be dependent on Harmonic's achievement of certain corporate financial objectives, and will be paid on a pro-rata basis calculated from your date of hire. This salary and incentive compensation is subject to federal and state tax withholdings.

Upon commencement of employment, you will be eligible for stock options entitling you to purchase 220,000 shares of common stock, subject to approval by the Compensation and Equity Ownership Committee of the Board of Directors. The exercise price will be the closing market price of the company shares on the date of approval. The options will vest over a four (4) year period, with twenty-five (25%) vesting occurring at the end of twelve (12) months of employment; the balance of the options will vest over a three (3) year period with vesting occurring at the rate of 1/48th per month. Also upon commencement of employment you will receive 110,000 restricted stock units (RSU's), each unit representing one share of Harmonic Common Stock, also subject to approval by the Compensation and Equity Ownership Committee of the Board of Directors. These RSU's will also vest over a four year period. Additionally, you will receive Harmonic's standard executive Change of Control agreement. Details of this agreement will be communicated to you under separate cover.

Harmonic also offers you a comprehensive benefits package which includes our health and wellness plan, ExecUCare benefit, 401K plan, employee stock purchase plan and flexible time off (FTO). You will earn up to 15 FTO days per year with an accrued cap of 30 days. We will provide you with additional information on these benefits during your orientation session.

Before starting, you must sign the company's confidentiality agreement and bring documentation for completion of the I-9 (employment verification) form. Your employment with Harmonic is at will, which means either party can choose to terminate the relationship at any time for any reason whatsoever, with or without cause.

Carolyn, I believe you will play a key role in the growth and success of Harmonic going forward; I am looking forward to working with you. Please let me know of your acceptance by signing a copy of this offer letter and returning it to me.

Sincerely,

/s/ Patrick Harshman
Patrick Harshman
President and CEO

Acceptance:

/s/ Carolyn V. Aver
Carolyn V. Aver

Date: May 27, 2010

HARMONIC INC.

CHANGE OF CONTROL SEVERANCE AGREEMENT

This Change of Control Severance Agreement (the "Agreement") is made and entered into by and between Carolyn Aver, (the "Employee") and Harmonic Inc. (the "Company"), effective as of the latest date set forth by the signatures of the parties hereto below.

RECITALS

A. It is expected that the Company from time to time will consider the possibility of an acquisition by another company or other Change of Control. The Board of Directors of the Company (the "Board") recognizes that such consideration can be a distraction to the Employee and can cause the Employee to consider alternative employment opportunities. The Board has determined that it is in the best interests of the Company and its shareholders to assure that the Company will have the continued dedication and objectivity of the Employee, notwithstanding the possibility, threat or occurrence of a Change of Control (as defined below) of the Company.

B. The Board believes that it is in the best interests of the Company and its shareholders to provide the Employee with an incentive to continue his employment and to motivate the Employee to maximize the value of the Company upon a Change of Control for the benefit of its shareholders.

C. The Board believes that it is imperative to provide the Employee with certain severance benefits upon Employee's termination of employment following a Change of Control which provides the Employee with enhanced financial security and provides incentive and encouragement to the Employee to remain with the Company notwithstanding the possibility of a Change of Control.

D. Certain capitalized terms used in the Agreement are defined in Section 6 below.

The parties hereto agree as follows:

1. Term of Agreement. This Agreement shall terminate upon the date that all obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and the Employee acknowledge that the Employee's employment is and shall continue to be at-will, as defined under applicable law. If the Employee's employment terminates for any reason, including (without limitation) any termination prior to a Change of Control, the Employee shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be available in accordance with the Company's established employee plans and practices or pursuant to other agreements with the Company.

3. Severance Benefits.

(a) Termination Following a Change of Control. If the Employee's employment terminates at any time within eighteen (18) months following a Change of Control, then, subject to Section 5, the Employee shall be entitled to receive the following severance benefits:

(i) Involuntary Termination. If the Employee's employment is terminated as a result of Involuntary Termination other than for Cause, then the Employee shall receive the following severance benefits from the Company:

- (1) Severance Payment. A cash payment in an amount equal to one hundred percent (100%) of the Employee's Annual Compensation;
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(2) Bonus Payment. A cash payment in an amount equal to either: a) 50% of the established annual target bonus or b) the average of the actual bonuses paid in each of the two prior years, whichever is greater.

(3) Continued Employee Benefits. One hundred percent (100%) Company-paid health, dental and life insurance coverage at the same level of coverage as was provided to such employee immediately prior to the Change of Control (the "Company-Paid Coverage"). If such coverage included the Employee's dependents immediately prior to the Change of Control, such dependent shall also be covered at Company expense. Company-Paid Coverage shall continue until the earlier of (i) one year from the date of the Change of Control, or (ii) the date that the Employee and his dependents become covered under another employer's group health, dental or life insurance plans that provide Employee and his dependents with comparable benefits and levels of coverage. For purposes of Title X of the Consolidated Budget Reconciliation Act of 1985 ("COBRA"), the date of the "qualifying event" for Employee and his dependent shall be the date upon which the Company-Paid Coverage terminates.

(4) Equity Compensation Accelerated Vesting. One hundred percent (100%) of the unvested portion of any outstanding stock option, restricted stock or other equity compensation award held by the Employee shall automatically be accelerated in full so as to become completely vested and all such outstanding non-statutory stock options and stock appreciation rights shall be exercisable for a period of one year (or such greater period of time as specified in the applicable stock option or stock appreciation right agreement, but in no event longer than the original maximum term) after such termination.

(5) Outplacement Assistance. A cash payment in the amount of five thousand (\$5,000) for outplacement assistance to Employee.

(6) Life Insurance Benefits. A cash payment in an amount equal to one hundred percent (100%) of Company-paid life insurance coverage cost at the same level of coverage as was provided to Employee immediately prior to the Change of Control, had Employee continued life insurance coverage until the date that is one year from the date of the Change of Control.

(b) Timing of Severance Payments. Any severance payment to which Employee is entitled under Sections 3(a)(i)(1), 3(a)(i)(2), 3(a)(i)(5) and 3(a)(i)(6) shall be paid by the Company to the Employee (or to the Employee's successors in interest pursuant to Section 7(b)) in cash and in full, not later than thirty (30) calendar days following the Termination Date, subject to any delay required under Section 10.

(c) Voluntary Resignation; Termination For Cause. If the Employee's employment terminates by reason of the Employee's voluntary resignation (and is not an Involuntary Termination), or if the Employee is terminated for Cause, then the Employee shall not be entitled to receive severance or other benefits except for those (if any) as may then be established under the Company's then existing severance and benefits plans and practices or pursuant to other agreements with the Company.

(d) Disability; Death. If the Company terminates the Employee's employment as a result of the Employee's Disability or such Employee's employment is terminated due to the death of the Employee then the Employee shall not be entitled to receive severance or other benefits except for those (if any) as may then be established under the Company's then existing severance and benefits plans and practices or pursuant to other agreements with the Company.

(e) Termination Apart from Change of Control. In the event the Employee's employment is terminated for any reason, either prior to the occurrence of a Change of Control or after the eighteen (18) -month period following a Change of Control, then the Employee shall be entitled to receive severance and any other benefits only as may then be established under the Company's existing severance and benefits plans and practices or pursuant to other agreements with the Company.

4. Attorney Fees; Costs and Expenses. The Company shall promptly reimburse Employee, on a monthly basis, for the reasonable attorney fees, costs and expenses incurred by the Employee in connection with any action brought by Employee to enforce his rights hereunder, regardless of the outcome of the action.

5. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to the Employee (i) constitute “parachute payments” within the meaning of Section 280G of the Internal Revenue Code of 1986 as amended (the “Code”) and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then the Employee’s severance benefits under Section 3(a)(i) shall be either

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by the Employee on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. If a reduction in amounts to be paid must be made so that benefits are delivered to a lesser extent, any cash amounts will be reduced or modified prior to the reduction of any non-cash amounts. Unless the Company and the Employee otherwise agree in writing, any determination required under this Section 5 shall be made in writing by a nationally recognized “Big Four” accounting firm selected by the Company (the “Accountants”), whose determination shall be conclusive and binding upon the Employee and the Company for all purposes. For purposes of making the calculations required by this Section 5, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 5. Any reduction in payments and/or benefits required by this Section 5 will occur in the following order: (1) reduction of cash payments; (2) reduction of vesting acceleration of equity awards; and (3) reduction of other benefits paid or provided to Employee. In the event that acceleration of vesting of equity awards is to be reduced, such acceleration of vesting will be cancelled in the reverse order of the date of grant for Employee’s equity awards. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis.

6. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) Annual Compensation. “Annual Compensation” means an amount equal to Employee’s Company base salary for the twelve months preceding the Change of Control.

(b) Cause. “Cause” shall mean (i) any act of personal dishonesty taken by the Employee in connection with his responsibilities as an employee and intended to result in substantial personal enrichment of the Employee, (ii) the conviction of a felony) (iii) a willful act by the Employee which constitutes gross misconduct and which is injurious to the Company, and (iv) following delivery to the Employee of a written demand for performance from the Company which describes the basis for the Company’s belief that the Employee has not substantially performed his duties, continued violations by the Employee of the Employee’s obligations to the Company which are demonstrably willful and deliberate on the Employee’s part.

(c) Change of Control. “Change of Control” means the occurrence of any of the following events:

(i) Any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the “beneficial owner” (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s then outstanding voting securities;

(ii) A change in the composition of the Board occurring within a two-year period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company);

(iii) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(iv) The consummation of the sale or disposition by the Company of all or substantially all the Company's assets.

(d) Disability. "Disability" shall mean that the Employee has been unable to perform his Company duties as the result of his incapacity due to physical or mental illness, and such inability, at least 26 weeks after its commencement, is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Employee or the Employee's legal representative (such Agreement as to acceptability not to be unreasonably withheld). Termination resulting from Disability may only be effected after at least 30 days written notice by the Company of its intention to terminate the Employee's employment. In the event that the Employee resumes the performance of substantially all of his duties hereunder before the termination of his employment becomes effective, the notice of intent to terminate shall automatically be deemed to have been revoked.

(e) Involuntary Termination. "Involuntary Termination" shall mean (i) without the Employee's express written consent, the significant reduction of the Employee's duties authority or responsibilities relative to the Employee's duties, authority or responsibilities as in effect immediately prior to such reduction, or the assignment to Employee of such reduced duties, authority or responsibilities; (ii) without the Employee's express written consent, a substantial reduction, without good business reasons, of the facilities and perquisites (including office space and location) available to the Employee immediately prior to such reduction; (iii) a reduction by the Company in the base salary of the Employee as in effect immediately prior to such reduction; (iv) a material reduction by the Company in the kind or level of employee benefits, including bonuses, to which the Employee was entitled immediately prior to such reduction with the result that the Employee's overall benefits package is significantly reduced; (v) the relocation of the Employee to a facility or a location more than twenty-five (25) miles from the Employee's then present location, without the Employee's express written consent; (vi) any purported termination of the Employee by the Company which is not effected for Disability or for Cause, or any purported termination for which the grounds relied upon are not valid; (vii) the failure of the Company to obtain the assumption of this Agreement by any successors contemplated in Section 7(a) below; or (viii) any act or set of facts or circumstances which would, under California case law or statute constitute a constructive termination of the Employee.

(f) Termination Date. "Termination Date" shall mean (i) if this Agreement is terminated by the Company for Disability, thirty (30) days after notice of termination is given to the Employee (provided that the Employee shall not have returned to the performance of the Employee's duties on a full-time basis during such thirty (30)-day period), (ii) if the Employee's employment is terminated by the Company for any other reason, the date on which a notice of termination is given, provided that if within thirty (30) days after the Company gives the Employee notice of termination, the Employee notifies the Company that a dispute exists concerning the termination or the benefits due pursuant to this Agreement, then the Termination Date shall be the date on which such dispute is finally determined, either by mutual written agreement of the parties, or by a final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected), or (iii) if the Agreement is terminated by the Employee, the date on which the Employee delivers the notice of termination to the Company.

7. Successors.

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 7(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Employee's Successors. The terms of this Agreement and all rights of the Employee hereunder shall inure to the benefit of, and be enforceable by, the Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Notice.

(a) General. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of the Employee, mailed notices shall be addressed to him at the home address which he most recently communicated to the Company in writing. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices directed shall be to the attention of its Secretary.

(b) Notice of Termination. Any termination by the Company for Cause or by the Employee as a result of a voluntary resignation or an Involuntary Termination shall be communicated by a notice of termination to the other party hereto given in accordance with Section 8(a) of this Agreement. Such notice shall indicate the specific termination provision in this Agreement relied upon, shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and shall specify the termination date (which shall be not more than 30 days after the giving of such notice). The failure by the Employee to include in the notice any fact or circumstance which contributes to a showing of Involuntary Termination shall not waive any right of the Employee hereunder or preclude the Employee from asserting such fact or circumstance in enforcing his rights hereunder.

9. Miscellaneous Provisions.

(a) No Duty to Mitigate. The Employee shall not be required to mitigate the amount of any payment contemplated by this Agreement, nor shall any such payment be reduced by any earnings that the Employee may receive from any other source.

(b) Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Employee and by an authorized officer of the Company (other than the Employee). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Whole Agreement. No agreements, representations or understandings (whether oral or written and whether express or implied) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the subject matter hereof. This Agreement represents the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior arrangements and understandings regarding same.

(d) Choice of Law. This Agreement shall be deemed to have been executed and delivered within the State of California and the validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without regard to choice of law principles.

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

10. Section 409A.

(a) Notwithstanding anything to the contrary in this Agreement, no severance payments or benefits payable to Employee, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, is considered deferred compensation under Section 409A (together, the “Deferred Payments”) will be payable until Employee has a “separation from service” within the meaning of Section 409A. Similarly, no severance payable to Employee, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Employee has a “separation from service” within the meaning of Section 409A.

(b) Further, if Employee is a “specified employee” within the meaning of Section 409A at the time of Employee’s separation from service (other than due to death), any Deferred Payments that otherwise are payable within the first six (6) months following Employee’s separation from service will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Employee’s separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, in the event of Employee’s death following Employee’s separation from service but prior to the six (6) month anniversary of Employee’s separation from service (or any later delay date), then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Employee’s death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under the Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(c) Any severance payment that satisfies the requirements of the “short-term deferral” rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations shall not constitute Deferred Payments for purposes of the Agreement. Any severance payment that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit shall not constitute Deferred Payments for purposes of the Agreement. For purposes of this subsection (c), “Section 409A Limit” will mean the lesser of two (2) times: (i) Employee’s annualized compensation based upon the annual rate of pay paid to Employee during Employee’s taxable year preceding Employee’s taxable year of Employee’s separation from service as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Employee’s employment is terminated.

(d) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided under the Agreement will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Employee and the Company agree to work together in good faith to consider amendments to the Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Employee under Section 409A.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY

HARMONIC INC.

By: /s/ Patrick Harshman

Title: President & CEO

Date: June 1, 2010

EMPLOYEE

Name: /s/ Carolyn V. Aver

Date: June 1, 2010

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HARMONIC NAMES CAROLYN V. AVER AS NEW CHIEF FINANCIAL OFFICER

Sunnyvale, Calif. – June 1, 2010 — Harmonic Inc. (NASDAQ: HLIT), a leading provider of broadcast and on-demand video delivery solutions, announced that Carolyn V. Aver is joining the company today as its new Chief Financial Officer. Ms. Aver succeeds Robin Dickson, who previously announced his plans to retire.

“We’re delighted to have Carolyn join the Harmonic team,” said Patrick Harshman, President and Chief Executive Officer. “She brings extensive experience in financial, operational and business leadership, including the successful integration of many significant international acquisitions, the completion of two IPOs and proven financial management within rapid growth environments. We expect that Carolyn’s financial expertise, strategic planning and leadership skills will be a tremendous asset to Harmonic as we execute our growth strategy to capitalize on the global opportunities before us.”

Ms. Aver brings to Harmonic over 25 years of financial management and executive experience in both large public companies and private technology ventures. She previously served as the Executive Vice President and Chief Financial Officer of Agile Software Corporation (NASDAQ: AGIL, acquired by Oracle Corporation) from 2002 to 2007; the Chief Financial Officer of USWeb/CKS (NASDAQ:USWB, acquired) from 1998 to 2000; the Chief Financial Officer of ParcPlace-Digitalink (NASDAQ: PARC, acquired) from 1993 to 1997; and the Vice President of Finance and Chief Financial Officer of Autodesk (NASDAQ: ADSK) from 1984 to 1993. Ms. Aver began her career with Arthur Young & Company (now Ernst & Young), and earned her CPA in 1986 and a BS in Accounting from California State University East Bay in 1982.

“I am very excited to be joining Harmonic at this dynamic time in the growth and evolution of the company and of the digital video industry,” said Ms. Aver. “As we prepare to join forces with Omneon and become the global leader in video infrastructure, I look forward to being part of the Harmonic team and using my experience to help drive our continued growth and profitability, and increase shareholder value.”

Mr. Dickson will continue as an employee of the company until August 31, 2010, to facilitate a successful transition.

About Harmonic Inc.

Harmonic Inc. is redefining video delivery with the industry’s most powerful solutions for delivering live and on-demand video to TVs, PCs and mobile devices. Harmonic’s technical innovation and market leadership enable the company to offer a unique and comprehensive solution portfolio—including encoding, transcoding, content preparation, stream processing, asset management, edge processing, and delivery. Broadcast, cable, Internet, mobile, satellite and telecom service providers around the world choose Harmonic’s IP-based digital video, software, and broadband edge and access solutions. Using these award-winning and industry-leading solutions, operators can reduce costs and differentiate their services by offering consumers a higher quality, personalized multi-screen experience.

Harmonic (NASDAQ: HLIT) is headquartered in Sunnyvale, California with R&D, sales and system integration centers worldwide. The company’s customers, including many of the world’s largest communications providers, deliver services in virtually every country. Visit www.harmonicinc.com for more information.

Safe Harbor for Forward-Looking Statements

This press release contains forward-looking statements within the meaning of Section 27(A) of the Securities Act of 1933 and Section 21(E) of the Securities Exchange Act of 1934, including statements related to: expected benefits of with Ms. Aver's service, expectations regarding Harmonic's ability to execute its growth strategy to capitalize on the opportunities before it, and expectations regarding the benefits of the pending acquisition of Omneon and Harmonic's position as the global leader in digital video infrastructure and driving stockholder value.

Our expectations and beliefs regarding the capabilities and potential of Harmonic's digital video delivery solutions and the anticipated benefits the Omneon acquisition and Harmonic's growth strategy, may not materialize, and actual results could differ materially from those projected or expected. The forward-looking statements contained in this press release are also subject to risks and uncertainties, including, the inability to integrate successfully Omneon within Harmonic or to realize synergies from such integration; the economic environment of the industries in which Harmonic and Omneon operate, as well as facts relating to Omneon that may impact the benefits and costs of the acquisition that are unknown to Harmonic; and other factors affecting the operation of the business of Harmonics well as those risks more fully described in Harmonic's filings with the Securities and Exchange Commission including its recent Reports filed on Form 10-K and Form 10-Q. Harmonic does not undertake to update any forward-looking statements.

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