

**TRADEMARK ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Corel Corporation Limited		08/15/2001	CORPORATION: IRELAND

RECEIVING PARTY DATA	
Name:	Corel Corporation
Street Address:	1600 Carling Avenue
City:	Ottawa, Ontario
State/Country:	CANADA
Postal Code:	K1Z 8R7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1841244	KPT

CORRESPONDENCE DATA	
Fax Number:	(202)223-2085
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-861-3900
Email:	dctrademarks@piperrudnick.com
Correspondent Name:	Ann K. Ford, Esq. - PIPER RUDNICK LLP
Address Line 1:	1200 Nineteenth Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:	29829-46
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DOMESTIC REPRESENTATIVE	
Name:	Ann K. Ford, Esq. - PIPER RUDNICK LLP
Address Line 1:	1200 Nineteenth Street, NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-2412

NAME OF SUBMITTER:	Thomas E. Zutic, Esq.
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**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT effective as of July 9, 2001 and dated as of the 15<sup>th</sup> day of August, 2001:

BY AND BETWEEN

- (1) COREL CORPORATION, a corporation amalgamated under the laws of Canada (the "Assignee"); AND
- (2) COREL CORPORATION LIMITED, a wholly owned subsidiary of the Assignee, incorporated under the laws of Ireland (the "Assignor").

### RECITALS:

- A. The Assignor (a) is the registered proprietor of certain trade marks, and (b) is the applicant in respect of certain trade mark applications and (c) is the legal and beneficial owner of certain other marks.
- B. By virtue of the Asset Transfer Agreement (as hereinafter defined) the Assignor has agreed to assign to the Assignee all the rights in the said trade marks and trade mark applications and to certain unregistered marks used by the Assignor, together with all goodwill connected thereto, on the terms set out in this Assignment.

IT IS HEREBY AGREED as follows:-

1. In this Assignment, the following terms shall have the following meanings:

- "Asset Transfer Agreement" shall mean the agreement executed between the Assignor and the Assignee on the same date as this Assignment Agreement pursuant to which it was agreed that the Assignor would make a distribution of its trade and assets to the Assignee, including but not limited to, the Trade Marks and Unregistered Trade Marks;
- "Effective Date" shall effective as of July 9, 2001;
- "Trade Marks" shall mean such of the trade marks and trade mark applications, brief particulars of which are set out in the First Schedule hereto, of which the Assignor is the current registered proprietor;
- "Unregistered Marks" shall mean the marks listed in the Second Schedule hereto.

2. In consideration of the Assignee taking on the rights and obligations in the Asset Transfer Agreement (receipt of which is hereby acknowledged) the Assignor HEREBY ASSIGNS with effect from the Effective Date, free from all liens, charges and encumbrances, to the Assignee, all rights, title and interest in and to the Trade Marks and the Unregistered Marks including the benefit of any use of the Trade Marks and the Unregistered Marks (including, without limitation, the benefit of any use of the Trade Marks prior to their registration) and all statutory and common law rights connected with the said Trade Marks and Unregistered Marks and together with all other rights and goodwill therein wherever in the world, and together with all the rights of action, powers and benefits belonging to the same, including the right to sue for and obtain damages and other relief in respect of any infringement and/or any violation of any common law rights (whether past, present or future) of the Trade Marks and the Unregistered Marks or any of them TO HOLD the same unto the Assignee absolutely.

3. The Assignor hereby covenants that it shall not use the Unregistered Mark itself after the date

*McCarthy Titmull LLP DMS-OTTAWA #5387102 / v. 2*

of this Agreement, save in accordance with the terms of a separate trademark licence agreement, if any between the parties.

4. The Assignor covenants with the Assignee that, it will, execute all such further assignments, transfers, deeds, documents or other assurances and do all further acts and things as the Assignee may require at any time in the future in order to enable the Assignee to become registered as the proprietor of the Trade Marks and otherwise to secure the benefit of the rights hereby assigned and/or to maintain and protect the Trade Marks.

5. In the event that the validity of the Trade Marks or any of them, is challenged, or the registration thereof is opposed (whether prior to or after the Trade Marks or any of them have been registered) on any point upon which the Assignor has or can procure information or advice which may assist in meeting and/or defeating or reducing the effect of such challenge, the Assignor agrees to supply or procure the supply of such information and/or advice as is reasonably required without unreasonable delay, but subject to the right to charge the Assignee all expenses properly and reasonably incurred and agreed by the Assignee, in pursuance of this provision.

6. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario, and each of the parties irrevocably submit for all purposes in connection with this Agreement to the non-exclusive jurisdiction of the Courts of Ontario.

7. IT IS HEREBY CERTIFIED that the consideration (other than rent) for the sale is wholly attributable to property which is not residential property.

**FIRST SCHEDULE**

**The Trade Marks**

Registered Trademarks

TRADEMARK	COUNTRY	STATUS (as of May 16, 2001)
Bryce	United States	Registered
Dabblers	United States	Registered
Fractal Design Painter	United States	Registered
Kai	United States	Registered
Kai's Power Tools	United States	Registered
KPT	United States	Registered
KPT Cool Tools	United States	Registered
KPT Texture Explorer	United States	Registered
KPT Texture Explorer	Japan	Registered
KPT Vector Effects	United States	Registered
Net-Perfect	United States	Registered
NetPerfect	Canada	Registered
Paint Can Container	United States	Registered
Quattro	Benelux	Registered
	Brazil	Pending
	Canada	Registered
	France	Registered
	Italy	Registered
	Norway	Registered
	Spain	Registered
	United Kingdom	Registered
	United States	Registered
Quattro Pro	Benelux	Registered
	France	Registered
	Germany	Registered
	Italy	Pending
	Spain	Registered

	United Kingdom	Registered
	United States	Registered
WordPerfect	Argentina	Registered
	Australia (cl. 9, 16)	Registered
	Austria	Registered
	Barbados (cl. 9, 16)	Registered
	Benelux	Registered
	Brazil (cl. 9, 16, 11, 40)	Registered
	Bulgaria	Registered
	Canada	Registered
	Chile	Registered
	China	Registered
	Colombia (cl.9, 16)	Registered
	Community	Registered
	Croatia	Registered
	Czech Republic	Registered
	Denmark	Registered
	Egypt (cl. 9, 16)	Registered
	Finland	Registered
	France	Registered
	Germany	Registered
	Greece	Registered
	Hong Kong (cl. 9, 16)	Registered
	Hungary	Registered
	India	Pending
	Ireland (cl. 9, 16)	Registered
	Israel (cl. 9, 16)	Registered
	Italy (cl. 9, 16)	Registered
	Japan	Registered

	Kenya (cl. 9, 16)	Registered
	Korea	Registered
	Malaysia	Registered
	Mexico	Registered
	New Zealand	Registered
	Norway	Registered
	Peru	Registered
	Philippines	Registered
	Poland	Registered
	Portugal (cl. 9, 16)	Registered
	Romania	Registered
	Russia	Registered
	Saudi Arabia (cl. 9, 16)	Registered
	Singapore	Registered
	South Africa (cl. 9, 16)	Registered
	Spain (cl. 9, 16)	Registered
	Sweden	Registered
	Switzerland	Registered
	Taiwan	Registered
	Thailand	Registered
	Turkey	Registered
	United Kingdom (cl. 9, 16, 35, 37, 41)	Registered
	United States (cl. 9, 16)	Registered
	Venezuela	Pending
	Yugoslavia	Registered
WordPerfect (Arabic)	Egypt (cl. 9, 16)	Registered
	Saudi Arabia (cl. 9, 16)	Registered
WordPerfect (Chinese)	China (assignment not complete)	Registered
WordPerfect (Cyrilli)	Russia	Registered



WordPerfect (Karakan)	Japan	Registered
WordPerfect (Korean)	Korea	Registered
WordPerfect Law Office	United States	Pending

**SECOND SCHEDULE**  
**The Unregistered Marks**

Unregistered Trademarks

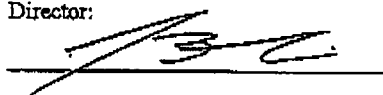
Trademarks from Novell:		
Coaches™		
DAD™		
Desktop Application Director™		
Fit-As-You-Go™		
InfoCentral™		
The Perfect Way™		
The Perfect Place to Work™		
PerfectFit™		
PerfectScript™		
PerfectSense™		
TextArt®	no file showing registration	
Corel® Presentations™		
Building Blocks™		
Lite Pegs™		
Show It™		
Show On The Go™		
SpeedFunctions™		
SpeedKeys™		
SpeedLink™		
QuickCharacters™		
QuickConnect™		
QuickColumns™		
QuickFill™		
QuickList®	no file showing registration	
QuickMenu™		
QuickTask™		

QuickTemplate™		
QuickType™		
As-You-Go™		
Button Bar™		
Calc As-You-Go™		
Fit As-You-Go™		
Format As-You-Go™		
Grammar As-You-Go™		
Install As You Go™		
Make It Fit™		
PerfectExpert™		
Proofread As-You-Go		
QuickCorrect™		

IN WITNESS WHEREOF the parties hereto or their duly authorized representatives have executed this Assignment on the day and year first above written.

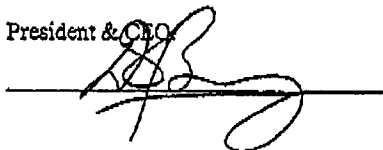
PRESENT when the Common Seal of  
THE ASSIGNOR was affixed hereto

Director:

A handwritten signature in black ink, appearing to be "J. B. C.", is written over a horizontal line.

PRESENT when the Common Seal of  
THE ASSIGNEE was affixed hereto

President & CEO

A handwritten signature in black ink, appearing to be "J. B. C.", is written over a horizontal line.