

Form **PTO-1594**
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 OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
D. B. Zwirn Special Opportunities Fund L.P.

Individual(s) Association
 Corporation – Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes
 No

2. Name and address of receiving party(ies)
 Name: **International Typeface Corporation**
 Internal
 Address: **200 Ballardvale Street**
 Street Address:
 City: **Wilmington** State: **MA** Zip: **01887**

Individual(s) citizenship _____
 Association _____
 General Partnership _____

Limited Partnership
 Corporation – New York
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement
 Change of Name
 Other

Execution Date: **November 5, 2004**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See attached schedule

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See attached schedule

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Daniel Angel, Esq.**
 Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ **815.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500675 – Schulte Roth & Zabel L.L.P./Order No. 017962-0025

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel Angel, Esq. **November 16, 2004**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **14**

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20251

CH \$816.00 600676 76646760

SCHEDULE
TRADEMARK REGISTRATIONS

MARK	COUNTRY	REG. NO.	REG. DATE
AVANT GARDE	USA	2,656,302	Dec. 3, 2002
AVANT GARDE	USA	1,159,933	July 7, 1981
BALMORAL	USA	2,783,625	Nov. 18, 2003
BEEKNEES	USA	2,824,709	March 23, 2004
BERGELI	USA	2,578,305	June 11, 2002
BIBLON	USA	2,829,525	Apr. 6, 2004
CONDUIT	USA	2,810,239	Feb. 3, 2004
ERAS	USA	2,656,300	Dec. 3, 2002
GALLIARD	USA	1,203,421	Aug. 3, 1982
GALLIARD	USA	2,736,337	July 15, 2003
ITC ZAPF DINGBATS	USA	1,103,051	Sept. 26, 1978
ITC ZAPF CHANCERY	USA	1,282,391	June 19, 1984
ITC ZAPF BOOK	USA	1,235,715	April 26, 1983
ITC AVANT GARDE GOTHIC	USA	1,282,388	June 19, 1984
ITC BOOKMAN	USA	1,284,237	July 3, 1984
ITC and Design	USA	1,629,119	Dec. 25, 1990
ITC	USA	1,709,764	Aug. 25, 1992
LEGACY	USA	1,811,977	Dec. 21, 1993
LUBALIN GRAPH	USA	2,704,192	Apr. 8, 2003
MATISSE	USA	2,656,299	Dec. 3, 2002
OFFICINA	USA	1,744,329	Jan. 5, 1993
PAPYRUS	USA	2,578,306	June 11, 2002
SNAP	USA	2,612,695	Aug. 27, 2002

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MARK	COUNTRY	REG. NO.	REG. DATE
STONE	USA	1,824,957	March 8, 1994
TEMPUS	USA	2,618,151	Sep. 10, 2002
U&LC - STYLIZED	USA	1,063,294	Dec. 4, 1977
U&LC	USA	1,063,540	April 12, 1977
VINERLAND	USA	2,829,526	Apr. 6, 2004
ZAPF D'INGBATS	USA	2,706,644	Apr. 15, 2003
ZAPF CHANCERY	USA	2,788,114	Dec. 2, 2003

TRADEMARK APPLICATIONS

MARK	COUNTRY	SERIAL NO.	FILING DATE
FOR YOUR TYPOGRAPHICAL INFORMATION	USA	76/545,750	Sep. 17, 2003
FY T I	USA	76/545,474	Sep. 17, 2003

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of November, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of November 5, 2004 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Monotype Imaging Holdings Corp., a Delaware corporation ("Parent"), Imaging Acquisition Corporation, a Delaware corporation ("Newco"), Agfa Monotype Corporation (now known as Monotype Imaging, Inc.), a Delaware corporation ("Monotype"), and International Typeface Corporation, a New York corporation ("Typeface"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the 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 Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of November 5, 2004 (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 Lender Group, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, 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 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.

4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

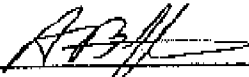
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]


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

GRANTORS:


**MONOTYPE IMAGING HOLDINGS
CORP.**, a Delaware corporation, as a Grantor

By: 
Name: A. Bruce Johnston
Title: Vice President

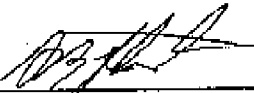
IMAGING ACQUISITION CORPORATION,
a Delaware corporation, as a Grantor

By: 
Name: A. Bruce Johnston
Title: Vice President

**MONOTYPE IMAGING, INC. (f/k/a A1fa
Monotype Corporation)**,
a Delaware corporation, as a Grantor

By: 
Name: A. Bruce Johnston
Title: Vice President

**INTERNATIONAL TYPEFACE
CORPORATION**, a New York corporation, as a
Grantor

By: 
Name: A. Bruce Johnston
Title: Vice President

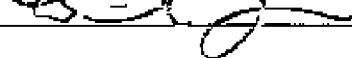
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002982 FRAME: 0383

**D.B. ZWIRN SPECIAL OPPORTUNITIES
FUND, L.P.**, a Delaware limited partnership,
as Agent

By: **D. B. Zwirn Partners, LLC,**
its general partner

By: **Zwirn Holdings, LLC,**
its managing member

By: 
Name: _____
Title: **Daniel B. Zwirn**
Managing Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Agfa Monotype Corporation

TRADEMARK REGISTRATIONS

MARK	COUNTRY	REG. NO.	REG. DATE
ACURA	BENELUX	460,748	June 9, 1989
ACURA	WIPO	547,088	Febr. 23, 1990
ACURA	AUSTRIA	547,088	Febr. 23, 1990
ACURA	FRANCE	547,088	Febr. 23, 1990
ACURA	ITALY	547,088	Febr. 23, 1990
ACURA	SWITZERLAND	547,088	Febr. 23, 1990
ALBANY	USA	2,615,462	SEP. 3, 2002
ALBANY	USA	2,601,516	JULY 30, 2002
CANDID	USA	2,686,377	FEB. 11, 2003
CATALANA	WIPO	536,421	June 16, 1989
CATALANA	AUSTRIA	536,421	June 16, 1989
CATALANA	FRANCE	536,421	June 16, 1989
CATALANA	GERMANY	536,421	June 16, 1989
CATALANA	Italy	536,421	June 16, 1989
CATALANA CREATIVE	Spain	536,421	June 16, 1989
ALLIANCE	USA	2,212,524	Dec. 22, 1998
FSQ	USA	2,819,255	Mar. 2, 2004
EUROFONT	USA	2,295,880	NOVEMBER 30, 1999
GARTH GRAPHIC	CTM	1,898,295	Nov. 27, 2001
GARTH GRAPHIC	FRANCE	1,607,794	Aug. 3, 1990

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MARK	COUNTRY	REG. NO.	REG. DATE
GARTH GRAPHIC	SWITZERLAND	473,750	June 28, 2000
GARTH GRAPHIC	UK	B1,123,971	Nov. 14, 1979
GARTH GRAPHIC	USA	1,191,668	MARCH 9, 1982
GARTH GRAPHIC	USA	2,674,767	Oct. 22, 2002
GOLD	USA	2,478,360	AUGUST 14, 2001
INTELLIFONT	USA	1,456,339	SEPTEMBER 8, 1987
INTELLIFONT	BENELUX	457,859	Oct. 2, 1989
INTELLIFONT	WIPO	541,389	Oct. 16, 1989
INTELLIFONT	AUSTRIA	541,389	Oct. 16, 1989
INTELLIFONT	FRANCE	541,389	Oct. 16, 1989
INTELLIFONT	GERMANY	541,389	Oct. 16, 1989
INTELLIFONT	ITALY	541,389	Oct. 16, 1989
INTELLIFONT	SPAIN	541,389	Oct. 16, 1989
INTELLIFONT	SWITZERLAND	541,389	Oct. 16, 1989
ITYPE	BENELUX	695,875	Feb. 1, 2002
ITYPE	CTM	2,429,447	Dec. 12, 2002
ITYPE	USA	2,737,803	JULY 15, 2003
MICROTYPE	USA	2,125,936	DEC. 30, 1997
MICROTYPE	BENELUX	557,285	May 2, 1995
MONOTYPE	FRANCE	93.473,295	June 20, 2003
MONOTYPE	CANADA	578,419	March 27, 2003
MONOTYPE	GERMANY	1,059,531	Feb. 13, 1984
MONOTYPE	GERMANY	354,154	July 1, 1926
MONOTYPE	GERMANY	325,620	Dec. 16, 1924
MONOTYPE WALBAUM	CANADA	384,096	MAY 10, 1991

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MARK	COUNTRY	REG. NO.	REG. DATE
MONOTYPE JANSON	CANADA	386,893	JULY 26, 1991
MT	USA	2,686,378	FEB. 11, 2003
PARMA	USA	2,805,344	Jan. 13, 2004
ROTIS	USA	1,687,014	MAY 12, 1992
ROTIS	USA	2,686,379	Feb. 11, 2003
ROTIS	BENELUX	454,718	June 30, 1989
ROTIS	CANADA	TMA607,510	April 14, 2004
ROTIS	CTM	2,892,412	March 8, 2004
ROTIS	WIPO	539,115	Aug. 17, 1989
ROTIS	AUSTRIA	539,115	Aug. 17, 1989
ROTIS	FRANCE	539,115	Aug. 17, 1989
ROTIS	GERMANY	539,115	Aug. 17, 1989
ROTIS	ITALY	539,115	Aug. 17, 1989
ROTIS	SWITZERLAND	539,115	Aug. 17, 1989
SHEFFIELD	USA	2,818,919	March 2, 2004
TAFFY	USA	2,775,135	Oct. 21, 2003
THE SOURCE FOR CREATIVE MINDS	USA	2,484,859	September 4, 2001
THE SOURCE FOR CREATIVE MINDS	BENELUX	676,155	May 1, 2001
THORNDALE	USA	2,570,268	MAY 14, 2002
THORNDALE	USA	2,565,597	APRIL 30, 2002
TIDBITS	USA	2,809,247	Jan. 27, 2004
TORINO	WIPO	547,090	Feb. 23, 1990
TORINO	FRANCE	547,090	Feb. 23, 1990
TORINO	ITALY	547,090	Feb. 23, 1990

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MARK	COUNTRY	REG. NO.	REG. DATE
TRUEVIEW	WIPO	535,600	May 24, 1989
TRUEVIEW	AUSTRIA	535,600	May 24, 1989
TRUEVIEW	FRANCE	535,600	May 24, 1989
TRUEVIEW	ITALY	535,600	May 24, 1989
TRUEVIEW	SWITZERLAND	535,600	May 24, 1989
TYPE DIRECTOR	BENELUX	449,944	March 6, 1989
TYPE DIRECTOR	WIPO	449,944	March 6, 1989
TYPE DIRECTOR	AUSTRIA	449,944	March 6, 1989
TYPE DIRECTOR	FRANCE	449,944	March 6, 1989
TYPE DIRECTOR	ITALY	449,944	March 6, 1989
UFST	USA	1,815,383	JANUARY 4, 1994
UFST	BENELUX	520,937	April 1, 1993
UFST	JAPAN	3,108,762	Dec. 26, 1995
UTAH	USA	2,440,715	Apr. 3, 2001
VERONA	WIPO	535,602	May 24, 1989
VERONA	FRANCE	535,602	May 24, 1989
VERONA	ITALY	535,602	May 24, 1989
WORLDTYPE	USA	2,182,990	Aug. 18, 1998

TRADEMARK APPLICATIONS

MARK	COUNTRY	SERIAL NO.	FILING DATE
BOLI	USA	78/063,666	MAY 15, 2001
FONTWISE	USA	76/437,011	AUGUST 1, 2002
GRANITE	CTM	003573656	DECEMBER 2003
GRANITE	JAPAN	2003-106367	DECEMBER 2003

MARK	COUNTRY	SERIAL NO.	FILING DATE
GRANITE	TAIWAN	DECEMBER 2003	
GRANITE	USA	76/521,195	JUNE 9, 2003
MONOTYPE	CTM	002759009	JULY 2, 2002
PROFILE STUDIO	USA	76/492,186	FEBRUARY 23, 2003
Stylized M	USA	76/352,500	DECEMBER 26, 2001

INTERNATIONAL TYPEFACE CORPORATION**TRADEMARK REGISTRATIONS**

MARK	COUNTRY	REG. NO.	REG. DATE
AVANT GARDE	USA	2,656,302	Dec. 3, 2002
AVANT GARDE	USA	1,159,933	July 7, 1981
BAIMORAL	USA	2,783,625	Nov. 18, 2003
BEEKNEES	USA	2,824,709	March 23, 2004
BERGELL	USA	2,578,305	June 11, 2002
BIBLON	USA	2,829,525	Apr. 6, 2004
CONDUIT	USA	2,810,239	Feb. 3, 2004
ERAS	USA	2,656,300	Dec. 3, 2002
GALLIARD	USA	1,203,421	Aug. 3, 1982
GALLIARD	USA	2,736,337	July 15, 2003
ITC ZAPF	Germany	1,086,854	Jan. 16, 1986
ITC ZAPF DINGBATS	USA	1,103,051	Sept. 26, 1978
ITC ZAPF CHANCERY	USA	1,282,391	June 19, 1984
ITC ZAPT BOOK	USA	1,235,715	April 26, 1983
ITC AVANT GARDE GOTHIC	Germany	1,086,838	Jan. 16, 1986

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MARK	COUNTRY	REG. NO.	REG. DATE
ITC AVANT GARDE GOTHIC	USA	1,282,388	June 19, 1984
ITC BOOKMAN	Germany	1,086,841	Jan. 16, 1986
ITC BOOKMAN	USA	1,284,237	July 3, 1984
ITC AMERICAN TYPEWRITER	Germany	1,086,837	Jan. 16, 1986
ITC and Design	USA	1,629,119	Dec. 25, 1990
ITC	Benelux	498,407	Feb. 3, 1992
ITC	Germany	1,084,982	Nov. 27, 1985
ITC	Spain	1,649,765	April 5, 1994
ITC	France	1,284,858	Sept. 25, 1984
ITC	Great Britain & N. Ireland	1,469,935	Oct. 14, 1994
ITC	Italy	610,128	Dec. 3, 1993
ITC	Italy	911,603	Oct. 3, 2003
ITC	USA	1,709,764	Aug. 25, 1992
LEGACY	USA	1,811,977	Dec. 21, 1993
LUBALIN GRAPH	USA	2,704,192	Apr. 8, 2003
MATISSE	USA	2,656,299	Dec. 3, 2002
OFFICINA	USA	1,744,329	Jan. 5, 1993
PAPYRUS	USA	2,578,306	June 11, 2002
SNAP	USA	2,612,695	Aug. 27, 2002
STONE	Canada	363,573	Nov. 17, 1989
STONE	USA	1,824,957	March 8, 1994
TEMPUS	USA	2,618,151	Sep. 10, 2002
U&LC - STYLIZED	USA	1,063,294	Dec. 4, 1977
U&LC	USA	1,063,540	April 12, 1977

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MARK	COUNTRY	REG. NO.	REG. DATE
VNERHAND	USA	2,829,526	Apr. 6, 2004
ZAPF DINGBATS	USA	2,706,644	Apr. 15, 2003
ZAPF CHANCERY	USA	2,788,114	Dec. 2, 2003

TRADEMARK APPLICATIONS

MARK	COUNTRY	SERIAL NO.	FILING DATE
FOR YOUR TYPOGRAPHICAL INFORMATION	USA	76/545,750	Sep. 17, 2003
FY[T]I	USA	76/545,474	Sep. 17, 2003
IJC	CTM	002766293	July 2, 2002

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