

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WINZIP COMPUTING, INC.		01/18/2005	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Nicolas B. Mak
Street Address:	c/o Shipman & Goodwin LLP-Attn: Marcus Wilkinson
Internal Address:	One Constitution Plaza
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103-1919
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78260281	
Registration Number:	1793481	WINZIP
Registration Number:	2349714	WINZIP
Registration Number:	2344980	

CORRESPONDENCE DATA

Fax Number: (860)251-5312

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (860) 251-5935

Email: trademarks@goodwin.com

Correspondent Name: Linda P. Casillo, Paralegal

Address Line 1: Shipman & Goodwin LLP

Address Line 2: One Constitution Plaza

Address Line 4: Hartford, CONNECTICUT 06103-1919

NAME OF SUBMITTER:

Linda P. Casillo, Paralegal

900018424

TRADEMARK
REEL: 003014 FRAME: 0484

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Signature:

/Linda P. Casillo/

Date:

01/24/2005

Total Attachments: 11

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of January 18, 2005 (this "Agreement"), is by and among the parties identified as "Grantors" on the signature pages hereto and such other parties as may become Grantors hereunder after the date hereof (individually a "Grantor", and collectively the "Grantors") and Nicolas B. Mak (the "Secured Party").

Grantors and Secured Party hereby agree as follows:

SECTION 1.

Definitions; Interpretation.

- (a) intentionally omitted.
- (b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Indemnity" means that certain tax indemnity from WinZip Corporation, Inc., and Vector WZ Holdings, Ltd., in favor of Secured Party pursuant to Section 5.2(d) of that certain Stock Purchase Agreement by and among Vector WZ Holdings, Ltd., WinZip Computing, Inc., and Secured Party dated as of January 18, 2005 (the "SPA").

"Obligations" means all principal, interest (including interest accrued after the filing of a bankruptcy or similar petition whether or not a claim therefore is enforceable), fees, expenses and indemnities payable from time to time by the Grantors under the Indemnity.

"Trademark Office" means the United States Patent & Trademark Office.

SECTION 2.

Security Interest

To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Secured Party, and hereby reaffirms its prior grant pursuant to the Pledge and Security Agreement of even date herewith by and among the Grantors and Secured Party (the "Security Agreement") of, a continuing security interest in Secured Party's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Collateral"), whether now owned or existing or hereafter created or acquired:

(a) Each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof (each a "Trademark"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) All products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

SECTION 3

Supplement to Security Agreement

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement, and other security documents referred to therein. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4

Representations and Warranties

Each Grantor represents and warrants to Secured Party that:

(a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons, except for Permitted Liens.

(b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(c) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

SECTION 5

Further Acts

Grantor agrees that until Grantor's Obligations shall have been satisfied in full, Grantor shall not, without the prior written consent of Secured Party, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark (except as permitted under the Transaction Documents), and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which

would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement.

SECTION 6

Secured Party's Right to Sue

After an Event of Default occurs and while it continues, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Secured Party shall commence any such suit, Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by Secured Party in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses incurred by Secured Party in the exercise of its rights under this Section 7.

SECTION 7

Cumulative Remedies; Power of Attorney

Secured Party hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Secured Party upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (a) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks or (b) take any other actions with respect to the Trademarks as Secured Party deems to be in the best interest of Secured Party, or (c) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorneys shall lawfully do or cause to be done after the occurrence and during the continuance of an Event of Default by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full. Grantor hereby further acknowledges and agrees that the use by Secured Party of the Trademarks after the occurrence and during the continuance of an Event of Default shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Secured Party to Grantor.

SECTION 8

Binding Effect

This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Grantor, Secured Party and their respective successors and assigns. No Grantor

may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 9

Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

SECTION 10

Entire Agreement; Amendment

No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Grantors and the Secured Party, and no waiver of any provision of this Agreement, and no consent to any departure by the Grantors therefrom, shall be effective unless it is in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, (a) additional Persons may become Grantors under this Agreement without consent of any other Grantor through execution and delivery to the Secured Party of an Assumption Agreement in the form of Annex 1 hereto or any other form of supplement acceptable to the Secured Party, and (b) Secured Party unilaterally may modify, amend or supplement the Schedules hereto, and such modified, amended or supplemented Schedules shall be deemed to be accurate absent manifest error. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement. Nothing in this Section 10 shall be construed to permit any Grantor to form a Subsidiary unless expressly permitted to do so under the Security Agreement.

SECTION 11

Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually

executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 12.

Termination

Upon the indefeasible payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at the Grantors' expense) shall promptly execute and deliver to the Grantors such documents and instruments reasonably requested by the Grantors as shall be necessary to evidence termination of all such security interests given by the Grantors to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the Trademark Office.

SECTION 13

No Inconsistent Requirements

Each Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 14

Severability

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 15

Notices


All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Guaranty.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTORS:

WINZIP COMPUTING, INC.

By: 
Name: DEWEY W. CHRISTIANSEN
Title: CEO

SECURED PARTY:

By: _____
Nicolas B. Mak


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTORS:

WINZIP COMPUTING, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

By: 
Nicolas B. Mak

SCHEDULE A
to the Trademark Security Agreement

Grantor: WinZip Computing, Inc.

TRADEMARK REGISTRATIONS

Trademarks owned by Grantor:

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
WinZip	1,793,481	9/21/93
WinZip and design	2,349,714	5/16/00
Design	2,344,980	4/25/00

SCHEDULE B
to the Trademark Security Agreement

Grantor: WinZip Computing, Inc.

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Serial No.</u>	<u>Date Applied</u>
Design	78/260/281	6/10/03

ASSUMPTION AGREEMENT, dated as of _____, 200__,
made by _____ (the "Additional Grantor"), in favor of
Nicolas B. Mak, as Secured Party. All capitalized terms not defined herein shall have the
meaning ascribed to them in the Trademark Security Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, the Grantors have entered into the Trademark Security
Agreement dated as of January __, 2005 (as it may be amended, supplemented or
otherwise modified from time to time, the "Trademark Security Agreement") in favor of
the Secured Party; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this
Assumption Agreement in order to become a party to the Trademark Security Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Trademark Security Agreement. By executing and delivering this
Assumption Agreement, the Additional Grantor, as provided in Section 10 of the
Trademark Security Agreement, hereby becomes a party to the Trademark Security
Agreement as a Grantor thereunder with the same force and effect as if originally named
therein as a Grantor and, without limiting the generality of the foregoing, hereby
expressly assumes all obligations and liabilities of a Grantor thereunder.

2. Representations and Warranties Concerning Grantor's Legal
Status. The Additional Grantor has previously delivered to the Secured Party a
certificate signed by the Additional Grantor and entitled "Perfection Certificate" (the
"Perfection Certificate"). The Additional Grantor represents and warrants to the Secured
Party as follows: (a) the Additional Grantor's exact legal name is that indicated on the
Perfection Certificate and on the signature page hereof, (b) the Additional Grantor is an
organization of the type and organized in the jurisdiction set forth in the Perfection
Certificate, (c) the Perfection Certificate accurately sets forth the Additional Grantor's
organizational identification number or accurately states that the Additional Grantor has
none, (d) the Perfection Certificate accurately sets forth the Additional Grantor's place of
business or, if more than one, its chief executive office as well as the Additional
Grantor's mailing address if different (e) all other information set forth on the Perfection
Certificate pertaining to the Grantor is accurate and complete including but not limited to
information pertaining to trademarks and (f) each of the representations and warranties
contained in the Transaction Documents relating to the Additional Grantor are true and
correct on and as the date hereof (after giving effect to this Assumption Agreement) as if
made on and as of such date.

3. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. WITHOUT IN ANY WAY LIMITING THE PRECEDING CHOICE OF LAW, THE UNDERSIGNED (AND BY ITS ACCEPTANCE HEREOF, THE SECURED PARTY) ELECTS TO BE GOVERNED BY NEW YORK LAW IN ACCORDANCE WITH, AND ARE RELYING (AT LEAST IN PART) ON SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, AS AMENDED, OR ANY CORRESPONDING OR SUCCEEDING PROVISIONS THEREOF

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____
Name:
Title: