

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Reaffirmation and Joinder Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Corel Corporation		12/12/2006	CORPORATION: ONTARIO
Corel US Holdings, LLC		12/12/2006	LIMITED LIABILITY COMPANY: DELAWARE
Corel Inc.		12/12/2006	CORPORATION: DELAWARE
WinZip International LLC		12/12/2006	LIMITED LIABILITY COMPANY: DELAWARE
WinZip Computing LLC		12/12/2006	LIMITED LIABILITY COMPANY: DELAWARE
WinZip Computing LP		12/12/2006	LIMITED PARTNERSHIP: DELAWARE
Cayman LTD. Holdco		12/12/2006	CORPORATION: CAYMAN ISLANDS
WinZip Computing, S.L.U.		12/12/2006	CORPORATION: SPAIN
WinZip Holdings Spain, S.L.U.		12/12/2006	CORPORATION: SPAIN
InterVideo, Inc.		12/12/2006	CORPORATION: DELAWARE
InterVideo Digital Technology Corp.		12/12/2006	CORPORATION: TAIWAN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
Internal Address:	15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Serial Number:	76347781	PAINTER 7

CH \$1840.00 76347781

Serial Number:	76653187	POWERTRACE
Registration Number:	2280170	ACTIVE CGM
Registration Number:	2916880	COREL DESIGNER
Registration Number:	1813521	CORELTRACE
Registration Number:	1437844	COREL
Registration Number:	2100035	COREL PRINT HOUSE
Registration Number:	1841244	KPT
Registration Number:	2025331	COREL
Registration Number:	2246877	COREL VENTURA
Registration Number:	1767289	NATURAL-MEDIA
Registration Number:	1571599	COREL
Registration Number:	1904151	CORELDRAW
Registration Number:	1385031	PARADOX
Registration Number:	2778966	COREL
Registration Number:	1811951	CORELPHOTO-PAINT
Registration Number:	1453063	QUATTRO
Registration Number:	1893948	QUATTRO PRO
Registration Number:	1446089	VENTURA PUBLISHER
Registration Number:	1394667	WORDPERFECT
Registration Number:	1618770	WORDPERFECT
Registration Number:	2640225	WORDPERFECT LAW OFFICE 2000
Registration Number:	2666773	WINSVCD
Registration Number:	2625835	LINDVD
Registration Number:	2698177	LINDVR
Registration Number:	2625836	LINDTV
Registration Number:	2625838	LINRIP
Registration Number:	2625837	WINRIP
Registration Number:	2933564	WINCINEMA
Registration Number:	2760928	WINPRODUCER
Registration Number:	2338057	WINDVD
Registration Number:	2462726	WINDVR
Serial Number:	78839625	INTERVIDEO HOME THEATER
Serial Number:	78839623	INTERVIDEO DVD COPY
Registration Number:	2331993	INTERVIDEO
Registration Number:	2975884	INTERVIDEO

Serial Number:	78847378	INTERVIDEO
Serial Number:	78847380	INTERVIDEO
Registration Number:	2979750	INTERVIDEO INSTANTON
Registration Number:	3069270	
Registration Number:	3061064	INTERVIDEO COPYCENTER
Registration Number:	3091238	POWERED BY INTERVIDEO
Serial Number:	78472822	INTERVIDEO MOBILE COPY
Registration Number:	3069387	DISC MASTER
Registration Number:	3035136	WINDVD CREATOR
Serial Number:	78510398	INTERVIDEO PHOTOALBUM
Serial Number:	78541196	MEDIAONE
Serial Number:	78644846	INTERVIDEO HALL EFFECT
Serial Number:	78644847	INTERVIDEO HEADPHONE
Serial Number:	78644853	INTERVIDEO QUICKCLIP
Serial Number:	78644854	QUICKCLIP
Serial Number:	78644855	IVHP
Serial Number:	78659088	UNIVERSAL PLAYER
Serial Number:	78659116	WINDVD UNIVERSAL PLAYER
Serial Number:	78659134	MEDIAONE UNIVERSAL PLAYER
Serial Number:	78659167	INTERVIDEO UNIVERSAL PLAYER
Serial Number:	78660759	INTERVIDEO INSTANTOFF
Serial Number:	78660773	INTERVIDEO INSTANTON/OFF
Serial Number:	78683241	WINDVD VISTA
Serial Number:	78784490	INTERVIDEO WINDVD HD
Serial Number:	78784489	INTERVIDEO WINDVD BD
Serial Number:	78784488	IMOB
Serial Number:	78784487	INTERVIDEO ULEAD
Serial Number:	78794469	IVIDEOTOGO
Serial Number:	78865435	WINDVD MEDIA CENTER
Serial Number:	78866531	INTERVIDEO DISCLABEL
Serial Number:	78866534	INTERVIDEO DISCCREATOR
Serial Number:	78475134	INTERVIDEO
Serial Number:	76660334	SNAPFIRE
Serial Number:	76649614	ENTERPRISE CENTRAL
Serial Number:	76649615	ENTERPRISE MODELER

Serial Number:	78179063	PAINT SHOP PHOTO ALBUM
Registration Number:	3147857	

CORRESPONDENCE DATA

Fax Number: (917)777-2517
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-2517
Email: oepstein@skadden.com
Correspondent Name: Oren Epstein
Address Line 1: 4 Times Square
Address Line 2: 30-112
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	139900/549
NAME OF SUBMITTER:	Oren Epstein
Signature:	/oe/
Date:	12/28/2006

Total Attachments: 34

source=Reaffirmation&Joinder#page1.tif
source=Reaffirmation&Joinder#page2.tif
source=Reaffirmation&Joinder#page3.tif
source=Reaffirmation&Joinder#page4.tif
source=Reaffirmation&Joinder#page5.tif
source=Reaffirmation&Joinder#page6.tif
source=Reaffirmation&Joinder#page7.tif
source=Reaffirmation&Joinder#page8.tif
source=Reaffirmation&Joinder#page9.tif
source=Reaffirmation&Joinder#page10.tif
source=Reaffirmation&Joinder#page11.tif
source=Reaffirmation&Joinder#page12.tif
source=Reaffirmation&Joinder#page13.tif
source=Reaffirmation&Joinder#page14.tif
source=Reaffirmation&Joinder#page15.tif
source=Reaffirmation&Joinder#page16.tif
source=Reaffirmation&Joinder#page17.tif
source=Reaffirmation&Joinder#page18.tif
source=Reaffirmation&Joinder#page19.tif
source=Reaffirmation&Joinder#page20.tif
source=Reaffirmation&Joinder#page21.tif
source=Reaffirmation&Joinder#page22.tif
source=Reaffirmation&Joinder#page23.tif
source=Reaffirmation&Joinder#page24.tif
source=Reaffirmation&Joinder#page25.tif
source=Reaffirmation&Joinder#page26.tif
source=Reaffirmation&Joinder#page27.tif
source=Reaffirmation&Joinder#page28.tif

source=Reaffirmation&Joinder#page29.tif
source=Reaffirmation&Joinder#page30.tif
source=Reaffirmation&Joinder#page31.tif
source=Reaffirmation&Joinder#page32.tif
source=Reaffirmation&Joinder#page33.tif
source=Reaffirmation&Joinder#page34.tif

REAFFIRMATION AND JOINDER AGREEMENT

This REAFFIRMATION AND JOINDER AGREEMENT, dated as of December 12, 2006 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), COREL CORPORATION, a corporation continued under the laws of Canada ("Corel") and COREL US HOLDINGS, LLC., a Delaware Limited Liability Company (together with Corel, each a "Borrower" and together, the "Borrowers"), each subsidiary of a Borrower listed on Schedule A hereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Borrowers and the Subsidiary Guarantors are referred to collectively as the "Reaffirming Parties"), each subsidiary of a Borrower listed on Schedule B hereto (each such subsidiary individually a "New Subsidiary" and collectively, the "New Subsidiaries"; the Reaffirming Parties and the New Subsidiaries are referred to collectively as the "Grantors") and JPMORGAN CHASE BANK, N.A., a New York corporation located at 270 Park Avenue, 15th Floor, New York, NY, 10017, USA (together with its affiliates, "JPMCB"), as successor to Morgan Stanley & Company Incorporated, a Delaware corporation located at 1585 Broadway, New York, NY, 10019, USA ("Morgan Stanley"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

A. Reference is made to the Credit Agreement dated as of May 2, 2006, (as amended, supplemented or otherwise modified as of the date hereof and further from time to time, the "Credit Agreement"), among the Borrowers, the lenders named therein (the "Lenders"), JPMCB, as successor to Morgan Stanley, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement referred to therein, as applicable.

C. The Reaffirming Parties have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit, and each Reaffirming Party desires to reaffirm the security interest granted pursuant to the Guarantee and Collateral Agreement.

D. Section 7.16 of the Guarantee and Collateral Agreement provides that additional Subsidiaries of the Borrowers may become Subsidiary Guarantors and Grantors under the Guarantee and Collateral Agreement by execution and delivery of an agreement substantially in the form of this Agreement. The undersigned New Subsidiaries are executing this Agreement in accordance with the requirements of the Credit Agreement to become a Subsidiary Guarantor and a Grantor under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

E. The Reaffirming Parties and the New Subsidiaries expect to realize, or have realized, substantial direct and indirect benefits as a result of the Credit Agreement becoming effective and the consummation of the transactions contemplated thereby.

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Reaffirmation and Joinder

SECTION 1.01. Reaffirmation. The Reaffirming Parties hereby confirm their respective guarantees, assignments, pledges and grants of security interests, as applicable, under each of the Security Documents to which it is party, and agrees that such guarantees, assignments, pledges and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Collateral Agent for the benefit of the Secured Parties.

SECTION 1.02. Joinder. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, each New Subsidiary by its signature below becomes a Grantor and Subsidiary Guarantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor and Subsidiary Guarantor and each New Subsidiary hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Grantor and Subsidiary Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor and Subsidiary Guarantor thereunder are true and correct in all material respects on and as of the date hereof. Each reference to a "Grantor" or a "Subsidiary Guarantor" in the Guarantee and Collateral Agreement shall be deemed to include each New Subsidiary. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 1.03. Grant of Security Interest. In furtherance of the reaffirmations set forth in the preceding Section 1.01, and the joinder set forth in the preceding Section 1.02, each Reaffirming Party and New Subsidiary hereby assigns, pledges and grants to the Collateral Agent, and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all its respective Collateral, including, but not limited to, the Intellectual Property and other Collateral set forth in Annex 1 hereto, as security for the Obligations (as defined in the Guarantee and Collateral Agreement). Pursuant to Section 9-509 of the UCC and any other applicable law, each Reaffirming Party and New Subsidiary authorizes the Collateral Agent to file or record financing statements and other filing or recording documents or instruments with respect to its respective Collateral without the signature of such Reaffirming Party or New Subsidiary containing an indication or description of the Collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, as necessary, advisable or prudent to ensure the perfection of the security

interest in the Collateral granted to the Collateral Agent pursuant hereto and pursuant to the Loan Documents, including, without limitation, describing such property as “all assets” or “all personal property, whether now owned or hereafter acquired,” in such form and in such offices as the Collateral Agent determines appropriate to perfect the security interests of the Collateral Agent.

ARTICLE II

Representations and Warranties

Each Grantor hereby represents and warrants, which representations and warranties shall survive execution and delivery of this Agreement, as follows:

SECTION 2.01. Organization. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

SECTION 2.02. Authority; Enforceability. This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 2.03. Schedules. The information of each of the Grantors set forth in Annex 1 is hereby added to the information set forth in Schedules I through V of the Guarantee and Collateral Agreement and such Schedules, as supplemented hereby are true, complete and correct as of the date hereof.

ARTICLE III

Miscellaneous

SECTION 3.01. Consent to Appointment of Agents. The Reaffirming Parties hereby consent to the appointment of JPMCB as Administrative Agent and as Collateral Agent pursuant to Section 8.03 of the Credit Agreement.

SECTION 3.02. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and notices hereunder to the New Subsidiary shall be given to it at the address set forth on Schedule C hereof.

SECTION 3.03. Effectiveness; Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when the Collateral Agent shall have received counterparts of this Agreement that, when taken together, bear the signatures of the Grantors and the Collateral Agent. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 3.04. No Novation. This Agreement shall not extinguish the obligations for the payment of money outstanding under the Loan Documents or discharge or release the priority of any Loan Document or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Loan Documents or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied in this Agreement or in any other document contemplated hereby shall be construed as a release or other discharge of any Reaffirming Party from any of its obligations and liabilities under the Loan Documents.

SECTION 3.05. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT INCORPORATES BY REFERENCE, AND THE COLLATERAL AGENT AND THE GRANTORS AGREE TO BE SUBJECT TO, THE PROVISIONS SET FORTH IN SECTION 7.14 OF THE GUARANTEE AND COLLATERAL AGREEMENT.

SECTION 3.06. Confirmation. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement and the other Security Documents shall remain in full force and effect.

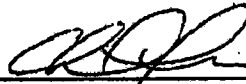
SECTION 3.07. Expenses. The Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Agreement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

SECTION 3.08. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement and the other Security Documents shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Agreement as of the day and year first above written.

COREL CORPORATION

By: 
Name:
Title:


COREL US HOLDINGS, LLC
By: COREL CORPORATION

By: 

Name:

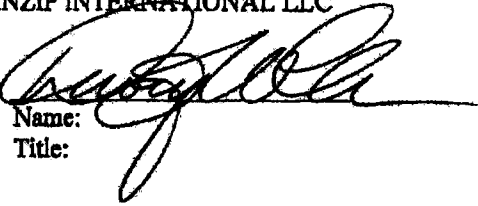
Title:

COREL INC.

By: 
Name:
Title:

WINZIP INTERNATIONAL LLC

By

A handwritten signature in black ink, appearing to be "R. J. [unclear]", written over a horizontal line.

Name:

Title:

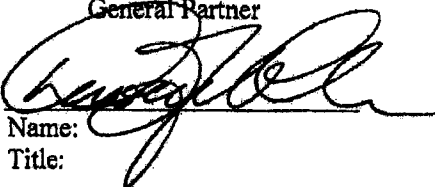
WINZIP COMPUTING LLC

By: 

Name:

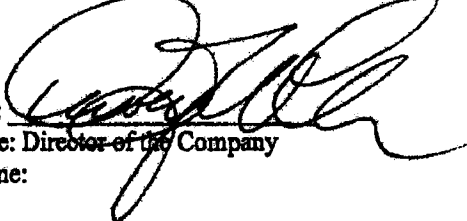
Title:

WINZIP COMPUTING LP
by: WinZip Computing, S.L. as
General Partner

By: 
Name:
Title:

Executed as a Deed by
CAYMAN LTD. HOLDCO
in the presence of:

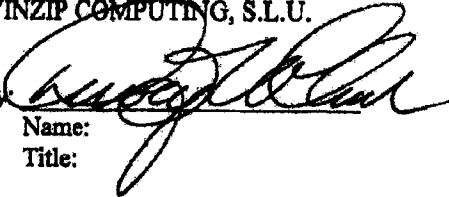
Natalie H. Marsh
Witness's Signature

)
)
)
)
Per: 
Title: Director of the Company
Name:

(Name) Natalie Marsh
(Address) 1425 Taylor St. #201, San Francisco, CA 94133
(Occupation) Executive Assistant

(Note: The above details are to be completed
in the witness's own handwriting.)

WINZIP COMPUTING, S.L.U.

By 

Name:

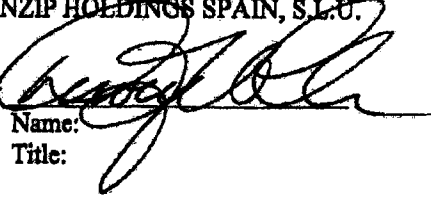
Title:

WINZIP HOLDINGS SPAIN, S.L.U.

By

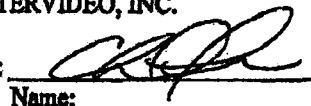
Name:

Title:

A handwritten signature in black ink, appearing to be 'Antonio', written over a horizontal line. The signature is stylized and cursive.

INTERVIDEO, INC.

By: _____

A handwritten signature in black ink, appearing to be 'C. R. R.', written over a horizontal line.

Name:

Title:

INTERVIDEO, INC.

By: _____
Name:
Title:

INTERVIDEO DIGITAL TECHNOLOGY CORP.

By: Udon Lina
Name:
Title:

INTERVIDEO DIGITAL TECHNOLOGY
CORP.

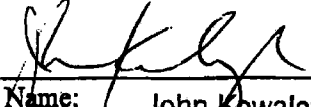
By: Edon Liu
Name:
Title:

1175972-New York Server 7A

TRADEMARK
REEL: 003452 FRAME: 0048

Accepted and agreed:

JPMORGAN CHASE BANK, N.A.,
in its capacity as Administrative Agent
and Collateral Agent

By: 
Name: John Kowalczyk
Title: Vice President

Schedule A – Subsidiary Guarantors

COREL, INC.
WINZIP INTERNATIONAL LLC
WINZIP COMPUTING LLC
WINZIP COMPUTING LP
CAYMAN LTD. HOLDCO
WINZIP COMPUTING, S.L.U.
WINZIP HOLDINGS SPAIN, S.L.U.

Schedule B – New Subsidiaries

**INTERVIDEO, INC.
INTERVIDEO DIGITAL TECHNOLOGY CORP.**

Schedule C – Notice Addresses for New Subsidiaries

**C/O Corel Corporation
1600 Carling Avenue
Ottawa, Ontario
Canada M1Z 8R7
Attn: Douglas McCollam**

Annex 1 – Addendum to Guarantee and Collateral Agreement Schedules

Additions to Schedule I:

SUBSIDIARY GUARANTORS

<u>Name of Subsidiary</u>	<u>Jurisdiction of Organization</u>	<u>Form of Organization</u>
INTERVIDEO INC.	Delaware	Corporation
INTERVIDEO DIGITAL TECHNOLOGY CORP.	Taiwan	Corporation

Additions to Schedule II:

CAPITAL STOCK

<u>Registered Owner</u>	<u>Issuer</u>	<u>Number and Class of Equity Interest</u>	<u>Percentage Of Equity Interests</u>	<u>Number of Certificate</u>
InterVideo Inc.	InterVideo Holdings Ltd	shares	100%	uncertificated
InterVideo Inc.	InterVideo International Ltd.	shares	100%	No. 1
InterVideo Inc.	InterVideo Japan, Inc.	shares	100%	uncertificated
InterVideo Inc.	InterVideo Digital Technology Corp.	shares	100%	uncertificated
InterVideo Inc.	Win Sky Holdings Ltd.	shares	100%	No. One
InterVideo Inc.	Strong Ace Ltd.	shares	100%	No. 1
InterVideo Inc.	InterVideo India Software Private Limited	shares	100%	No. 1, 2, 3
InterVideo Digital Technology Corp.	Ulead Systems, Inc.	shares		

Additions to Schedule III:

Please see attached Intellectual Property Schedules

Additions to Schedule IV:

COMMERCIAL TORT CLAIMS

The Schedule in the Guarantee and Collateral Agreement is to be replaced in its entirety with the word "None."

Additions to Schedule V:

INTELLECTUAL PROPERTY LITIGATION

The Schedule in the Guarantee and Collateral Agreement is to be replaced in its entirety with the following:

Electronics For Imaging, Inc., Massachusetts Institute of Technology v. Corel Corporation et al.

Plaintiffs filed this patent infringement action on December 28, 2001 against the Company and 213 other defendants in the U.S. District Court for the Eastern District of Texas, alleging infringement of U.S. patent 4,500,919. The patent expired on May 6, 2002. Plaintiffs allege that the defendants infringed the patent through the use of various color management and correction systems in their products. Plaintiffs seek unspecified damages and attorneys fees. Following the Markman hearing and the trial court's rulings on various summary judgment motions the plaintiffs dismissed all claims against every remaining defendant except the Company, Microsoft, Roxio, Abacus and MGI Software. The plaintiffs then stipulated to non-infringement in respect of these remaining defendants including the Company, and the action was dismissed in November 2004. In December 2004, the plaintiffs filed an appeal of various interlocutory rulings by the trial court including the trial court's ruling on the Markman hearing and certain of the summary judgment decisions. On September 13, 2006 the US Court of Appeals for the Federal Circuit issued a decision on the appeal vacating, in part, the trial court's dismissal and remanding the matter back to the trial court for further proceedings consistent with the Court of Appeals' ruling.

Schedules of U.S. Patents, Trademarks, Copyrights and Domain Names

Intervideo Patents

Invention Title	Application No	Date of filing	Country	Date of Issuance	Patent No
Systems and methods for caching multimedia data	10/765,383	1/27/2004	US		
Fast code length search method for MPEG audio encoding	09/595,387	6/14/2000	US	7/29/2003	6601032
Fast codebook search method for MPEG audio encoding	09/595,389	6/14/2000	US	4/1/2003	6542863
Fast convergence method for bit allocation stage of MPEG audio layer 3 encoders	09/790,029	2/20/2001	US	2/14/2006	6999919
A Fast loop iteration and bitstream formatting method for MPEG audio encoding	09/595,391	6/14/2000	US	1/13/2004	6678648
Implementation of quantization for SIMD architecture	09/937,058	9/18/2001	US	2/1/2005	6850566
Linking internet documents with compressed audio files	09/790,032	2/20/2001	US		
Method and system for a distributed digital video recorder	10/115,843	4/2/2002	US		
A method and system for remote playback of a DVD	10/116,459	4/2/2002	US		
Method for adjusting the brightness and color of MPEG encoded video streams	09/711,347	11/9/2000	US	8/31/2004	6785335
Movie enhancement	10/822,742	4/6/2004	US		
Selective processing of data embedded in a multimedia file	09/884,504	6/14/2001	US	11/8/2005	6963877
System and method for deinterlacing a video signal for display on progressive display devices	09/693,351	10/20/2000	US	12/6/2005	6972801
System and methods for generating error correction information for a media stream	10/092,392	3/5/2002	US		
Systems and methods for adaptively filtering discrete cosine transform(DCT) coefficients in a video encoder	10/642,107	8/14/2003	US		
Systems and methods for adjusting targeted bit allocation based on an occupancy level of a VBV buffer model	10/452,768	5/30/2003	US		
Systems and methods for allocating bits to macroblocks within a picture depending on the motion activity of macroblocks as calculated by an L1 norm of the residual signals of the macroblocks	10/452,793	5/30/2003	US		
Systems and methods for Computing the value of a quantization parameter for a macroblock for bit rate control	10/452,836	5/30/2003	US		
Systems and methods for decoding of partially corrupted reversible variable length code (RVLC) intra-coded macroblocks and partial block decoding of corrupted macroblocks in a video decoder	10/092,376	3/5/2002	US	4/5/2005	6876705
Systems and methods for decoding redundant motion vectors in compressed video bitstreams	10/092,339	3/5/2002	US		
Systems and methods for detecting scene changes in a video data stream	10/092,394	3/5/2002	US		7110452
Systems and methods for encoding redundant motion vectors in compressed video bit streams	10/092,373	3/5/2002	US	2/21/2006	7003033
Systems and methods for enhanced error concealment in	10/092,366	3/5/2002	US	1/24/2006	6990151

a video decoder					
Systems and methods for improving bit rate control of video encoding by correcting for the effects of scene changes and bit stuffing in a video buffer verifier (VBV) buffer model	10/449,436	5/30/2003	US		
Systems and methods for management of data in a ring buffer for error resilient decoding of a video bitstream	10/092,384	3/5/2002	US	5/9/2006	7042948
Systems and methods for multimedia time stretching	10/458,066	6/9/2003	US		
Systems and methods for performing bit rate allocation for a video data stream	10/092,383	3/5/2002	US	9/6/2005	6940903
Systems and methods for reducing error propagation in a video data stream	10/092,340	3/5/2002	US	1/31/2006	6993075
Systems and methods for reducing frame rates in a video data stream	10/092,345	3/5/2002	US	11/29/2005	6970506
Systems and methods for refreshing macroblocks	10/092,375	3/5/2002	US		7133451
Systems and methods for resetting rate control state variables upon the detection of a scene change within a group of pictures	10/452,799	5/30/2003	US		
Systems and methods for the selective skipping of data in a video encoder to maintain bit rate control	10/452,794	5/30/2003	US		
Systems and methods for selecting a macroblock mode in a video encoder	10/642,396	8/14/2003	US	9/13/2005	6944224
Transformation method and system of computer system for transforming a series of video signals	10/840,283	5/7/2004	US		
Video editing system and method of computer system	10/840,282	5/7/2004	US		
Automatic Network Search, Data Download, and Storage Write system	10/959,044	10/7/2004	US		
Systems and methods for detecting scene changes in a video data stream	11/034,819	1/14/2005	US DIV		
Systems and methods for performing bit rate allocation for a video data stream	10/956,061	10/4/2004	US DIV		
Systems and methods for reducing frame rates in a video data stream	10/989,390	11/17/2004	US DIV		
Systems and methods for decoding of partially corrupted reversible variable length code (RVLC) intra-coded macroblocks and partial block decoding of corrupted macroblocks in a video decoder	11/001,118	11/2/2002	US DIV 1		
Systems and methods for encoding redundant motion vectors in compressed video bit streams	10/989,386	11/17/2004	US DIV 1		
Systems and methods for enhanced error concealment in a video decoder	11/002,090	12/3/2004	US DIV 1		
Systems and methods for decoding of partially corrupted reversible variable length code (RVLC) intra-coded macroblocks and partial block decoding of corrupted macroblocks in a video decoder	11/011,190	12/10/2004	US DIV 2		
Systems and methods for encoding redundant motion vectors in compressed video bit streams	11/086,455	3/23/2005	US DIV 2		
Systems and methods for enhanced error concealment in a video decoder	11/183,763	7/19/2005	US DIV 2		
Systems and methods for encoding redundant motion vectors in compressed video bit streams	11/086,464	3/23/2005	US DIV 3		

Invention Title	Application No	Date of filing	Country	Status	Date of Issuance	Patent No
-----------------	----------------	----------------	---------	--------	------------------	-----------

Invention Title	Application No	Date of filing	Country	Status	Date of Issuance	Patent No
Unified recursive decomposition architecture for cosine modulated filter bank	098667	6/17/1998	US	Issued	9/12/2000	6119080
System and method of DVD player for displaying multiple subtitles	11/030,119	1/7/2005	US	Published		
Application program sharing framework and method for operating systems	11/023,450	12/29/2004	US	Published		
Remote controlled application program sharing framework and method for operating systems	11/055,068	2/11/2005	US	Published		
Method for the remote control of computer system	11/060,439	2/18/2005	US	Published		
Computer system for storage of remote video signals and the method thereof	11/073,659	3/8/2005	US	Published		
Architecture and Method for Sharing application programs between multiple operating systems with feature of electricity saving	11/055,060	2/11/2005	US	Published		
Method for computer system to load audio/video data from remote server	11/066,209	2/28/2005	US	Published		
Computer Power Management Architecture and Method thereof	11/055,061	2/11/2005	US	Published		
Computer system for executing multimedia player system and the method thereof	11/078,343	3/14/2005	US	Published		
Signal Processing Method for Audio Signal Compensation	11/116,239	4/28/2005	US	Published		
Computer system for playing encrypted multimedia data and method for the same	11/068,746	3/2/2005	US	Published		
Computer system with two operating system for automatically downloading updated information and method thereof	11/104,534	4/13/2005	US	Published		
Auto-display architecture for storage device and method thereof	11/094,131	3/31/2005	US	Published		
Computer architecture with multiple operating systems using a common disc partition and method for the same	11/048,821	2/3/2005	US	Filed		
Method for controlling an operating frequency of a processor during playback of a recorded video	11/328,184	1/9/2006	US	Filed		
Method and apparatus for speeding up boot process in personal computer with electronic device functions	60/757,852	1/11/2006	US	Filed Provisional		

Intervideo Trademarks

Owner	register class	Name of trademark	Application number	Date of filing	Country	Status	Date of register	registratio n number
IVI-US	9	WINSVCD	75640409	12-Feb-99	US	registered	24-Dec-02	2666773
IVI-US	9	LINDVD	75926912	23-Feb-00	US	registered	24-Sep-02	2625835
IVI-	9	LINDVR	75926913	23-Feb-	US	registered	18-Mar-03	2698177

Owner	register class	Name of trademark	Application number	Date of filing	Country	Status	Date of register	registratio n number
US				00				
IVI-US	9	LINDTV	75926914	23-Feb-00	US	registered	24-Sep-02	2625836
IVI-US	9	LINRIP	75926916	23-Feb-00	US	registered	24-Sep-02	2625838
IVI-US	9	WINRIP	75926915	23-Feb-00	US	registered	24-Sep-02	2625837
IVI-US	9	WINCINEMA	76369500	7-Feb-02	US	registered	15-Mar-05	2933564
IVI-US	9	WINPRODUCER	76369501	7-Feb-02	US	registered	9-Sep-03	2760928
IVI-US	9	WINDVD	75640411	12-Feb-99	US	registered	4-Apr-00	2338057
IVI-US	9	WINDVR	75816028	5-Oct-99	US	registered	19-Jun-01	2462726
IVI-US	9	INTERVIDEO HOME THEATER	78839625	17-Mar-06	US	filed		
IVI-US	9	interVideo DVD Copy	78839623	17-Mar-06	US	filed		
IVI-US	9	INTERVIDEO (word mark)	75640412	12-Feb-99	US	registered	21-Mar-00	2331993
IVI-US	9	interVideo(using logo)	78349264	8-Jan-04	US	registered	26-Jul-05	2975884
IVI-US	35	interVideo(using logo)	78847378	27-Mar-06	US	filed		
IVI-US	42	interVideo(using logo)	78847380	27-Mar-06	US	filed		
IVI-US	9	InterVideo InstantON	78352370	15-Jan-04	US	registered	26-Jul-05	2979750
IVI-US	9	InstantON (logo)	78414917	7-May-04	US	registered	19-Apr-05	3069270
IVI-US	9	InterVideo CopyCenter	78370945	13-Feb-04	US	registered	21-Feb-06	3061064
IVI-US	9	Powered by interVideo (& Design)	78433185	10-Jun-04	US	registered	9-May-06	3091238
IVI-US	9	InterVideo Mobile Copy	78472822	24-Aug-04	US	response		
IVI-US	9	Disc Master	78482554	13-Sep-04	US	registered	14-Mar-06	3069387
IVI-US	9	WinDVD Creator	78498361	12-Oct-04	US	registered	27-Dec-05	3035136
IVI-US	9	InterVideo PhotoAlbum	78510398	3-Nov-04	US	allowed		
IVI-US	9	MediaOne	78541196	3-Jan-05	US	response		
IVI-US	9	InterVideo Hall Effect	78644846	6-Jun-05	US	filed		
IVI-US	9	InterVideo Headphone	78644847	6-Jun-05	US	filed		
IVI-US	9	InterVideo QuickClip	78644853	7-Jun-05	US	filed		
IVI-US	9	QuickClip	78644854	7-Jun-05	US	response		
IVI-US	9	IVHP	78644855	7-Jun-05	US	filed		

607720-New York Server 6A

TRADEMARK
REEL: 003452 FRAME: 0058

Owner	register class	Name of trademark	Application number	Date of filing	Country	Status	Date of register	registratio n number
IVI-US	9	Universal Player	78659088	27-Jun-05	US	filed		
IVI-US	9	WinDVD Universal Player	78659116	27-Jun-05	US	filed		
IVI-US	9	MediaOne Universal Player	78659134	27-Jun-05	US	response		
IVI-US	9	InterVideo Universal Player	78659167	27-Jun-05	US	filed		
IVI-US	9	InterVideo InstantOFF	78660759	29-Jun-05	US	response		
IVI-US	9	InterVideo InstantON/OFF	78660773	29-Jun-05	US	response		
IVI-US	9	WinDVD Vista	78683241	2-Aug-05	US	filed		
IVI-US	9	INTERVIDEO WINDVD HD	78784490	4-Jan-06	US	filed		
IVI-US	9	INTERVIDEO WINDVD BD	78784489	4-Jan-06	US	filed		
IVI-US	9	iMobi	78784488	4-Jan-06	US	filed		
IVI-US	9&35&42	interVideo ULEAD	78784487	4-Jan-06	US	filed		
IVI-US	9	iVideoToGo	78794469	19-Jan-06	US	filed		
IVI-US	9	WinDVD Media Center	78865435	20-Apr-06	US	filed		
IVI-US	9	interVideo DiscLabel	78866531	21-Apr-06	US	filed		
IVI-US	9	interVideo DiscCreator	78866534	21-Apr-06	US	filed		
IVI-US	35&42	INTERVIDEO	78475134	07-Aug-04	US	filed		

Intervideo Domain Names

IVI

NO	Domain Name
1	<u>www.intervideo.com</u>
2	<u>www.intervideo.co.jp</u>
3	<u>www.intervideo.com.tw</u>
4	<u>www.intervideo.com.com</u>
5	<u>www.windvr.com</u>
6	<u>www.windvdrecorder.com</u>
7	<u>www.wintheater.com</u>
8	<u>www.wintheatre.com</u>

Intervideo Copyright Registrations

Title	Reg. No.	Reg. Date	Record Owner
WinDVD : software DVD player for Windows 95/98.	TX4987845	6/1/1999	InterVideo, Inc.

**Intellectual Property
List of all patents and pending applications**

Country	Patent No.	Appln. No./Reg. No.	Patent Title	Status	Counsel	Registered in the Name Of
US	7,079,153	10/407,963	System and Method for Creating Mark-Making Tools	Issued	Gowlings	Corel Corporation
US	7,086,006	10/039,486	Component User Interface Management	Issued	Gowlings	Corel Corporation
US	7,057,768	09/897,768	Automatic Color Balance	Issued	HKE	Corel Corporation
US	7,050,651	11/037,556	Moire Correction in Images	Issued	HKE	Corel Corporation
US		11/192,648	Fine Moire correction in Images	Pending	HKE	Corel Corporation
US		11/514,481	Re-Coloring a Color Image Color Selection and/or Matching in a Color Image	Pending	HKE	Corel Corporation
US		11/514,480		Pending	HKE	Corel Corporation

PCT	PCT/US2006/034564	Re-Coloring a Color Image Color Selection and/or Matching in a Color Image	Pending	HKE	Corel Corporation
PCT	PCT/US2006/034420		Pending	HKE	Corel Corporation

**INTELLECTUAL PROPERTY
COREL CORPORATION REGISTERED TRADEMARKS**

Title	Country	Class	Number	Status	Registered Under the Name Of Corel Corporation (unless otherwise noted)	Material
COREL	U.K.	09	1,267,345	Registered		✓
COREL	U.K.	016	2031239	Registered		
COREL	U.S.A.	09	1,437,844	Registered		✓
COREL	U.S.A.	16	2,025,331	Registered		✓
COREL	VENEZUELA	38	(18,402)	Application Filed		✓
COREL	VENEZUELA	41	(18,398)	Application Filed		✓
COREL	VENEZUELA	42	(18,397)	Application Filed		✓
COREL	VENEZUELA	28	(18,399)	Application Filed		✓
COREL	VENEZUELA	09	(18,401)	Application Filed		✓
COREL	VENEZUELA	16	(18,400)	Application Filed		✓
COREL & Design	BRAZIL	09	(823008533)	Application Filed		
COREL & Design	CHINA	09	842,627	Registered		
COREL & Design	CZECH REP	09	190,416	Registered		
COREL & Design	DENMARK	09	04040/1997	Registered		
COREL & Design	FINLAND	09	141,022	Registered		
COREL & Design	GERMANY	09	2,034,613	Registered		
COREL & Design	HONG KONG	09	10542 OF 1996	Registered		
COREL & Design	IRELAND	09	174,907	Registered		
COREL & Design	JAPAN	09	4258408	Registered		
COREL & Design	N.ZEALAND	09	233,247	Registered		
COREL & Design	NORWAY	09	168,114	Registered		
COREL & Design	POLAND	09	88 081	Registered		
GRAFIGO	CANADA		656,788	Registered		
PowerTRACE	Community	09,16,42	(004711041)	Registration Fee Paid		
PowerTRACE	Japan	09,16,42	4951587	Registered		
SNAPFIRE	CANADA		(1,297,592)	Official Action Received		
SNAPFIRE	Community	09,16,42	(5029996)	Application Filed		
SNAPFIRE	JAPAN	09,16,42	(2006-042934)	Official Action Received		
SNAPFIRE	U.S.A.	09,16,42	(76/660,334)	Application Filed		
ENTERPRISE CENTRAL	U.S.A.	09,41,42,16	(76/649,614)	Application Allowed		
ENTERPRISE MODELER	U.S.A.	09,16,41,42	(76/649,615)	Awaiting Further		

				Action or Approval		
IGRAF	COMMUNITY	09,16,42	4050993	Registered		✓

JASC SOFTWARE, INC. REGISTERED TRADEMARKS (in process of having marks Registered under the name of Corel Corporation)

Country	Reference No.	Date Filed	Application No.	Registration Date	Registration No.	Status & Class Number	Material
PAIN SHOP PRO PHOTO ALBUM	U.S.A.				(78/179,063)	Alive	

WINZIP COMPUTING INC. REGISTERED TRADEMARKS

Country	Reference No.	Date Filed	Application No.	Registration Date	Registration No.	Status	Material
CANADA				2/1/2005	631702	REGISTERED	✓
WISE AND ENVELOPE DESIGN U.S.A.					3,147,857	REGISTERED (09)	

WINZIP INTERNATIONAL LLC REGISTERED TRADEMARKS

Country	Reference No.	Date Filed	Application No.	Registration Date	Registration No.	Status	Material
SINGAPORE				(4/30/2004)	T04/11198G; IR 826994	REGISTERED	✓

**Intellectual Property
Registered Copyrights**

COREL CORPORATION REGISTERED COPYRIGHTS

Product	Regn. Date	Regn. No.	Regn. Date	Regn. No.	Registered in the Name of	Material
	Canada		US			
Bryce 4	November 27, 2001	494920	January 16, 2002	TX5-454-341	Daz Productions Inc.	
Bryce 5	November 27, 2001	494919	January 16, 2002	TX5-451-061	Daz Productions Inc.	
Corel Painter IX	June 6, 2006	1039031	June 9, 2006	TX6-405-836	Corel Corporation	
Corel Painter IX.5	June 6, 2006	1039030	June 9, 2006	TX6-405-808	Corel Corporation	
iGrafx BPEL 2005	August 21, 2006	1040749	May 26, 2006	TX6-421-636	iGrafx a division of Corel Inc.	
iGrafx BPEL 2006	August 21, 2006	1040750	May 26, 2006	TX6-417-168	iGrafx a division of Corel Inc.	
iGrafx Designer 8	July 24, 2006	1040142			Corel Corporation	
Windows Draw! Version 3.0			April 6, 1992	TX3-292-991	Micrografx, Inc.	
Windows Draw! Version 7.0			December 12, 1998	TX4-905-524	Micrografx, Inc.	
WordPerfect 4.2 for IBM AS/4000			April 27, 1992	TX3-306-512	Novell	
WordPerfect Office 12 Standard Edition	May 9, 2006	1038446	May 4, 2006	TX6-346-855	Corel Corporation	
World's Shortest Writing Course			June 1, 1987	TX2-083-752	Novell	

Corel Corporation

DOMAIN NAME	REGISTERED BY
corel.cz	Corel Corporation
coreldrawx3.com.fv	Corel International Corporation
coreldrawx3.nl	Corel Corporation
snapfire.ch	Corel Corporation
snapfire.es	Corel Corporation
snapfire.org	Corel Corporation
snapfire.eu	Corel Corporation
snapfire.com	Corel Corporation
snapfire.de	Corel Corporation
snapfire.fr	Corel SARL
snapfire.it	Corel Corporation
snapfire.jp	Corel Corporation
snapfire.nl	Corel Corporation