

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Corel Corporation Limited		07/09/2001	CORPORATION: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Corel Corporation		
<b>Street Address:</b>	1600 Carling Avenue		
<b>City:</b>	Ottawa, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K1Z 8R7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1546197	DRAWPERFECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)659-4832		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-659-4578		
<b>Email:</b>	nealk@akllp.com		
<b>Correspondent Name:</b>	Michele P. Schwartz		
<b>Address Line 1:</b>	1717 Main Street		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	175327		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Michele P. Schwartz		
<b>Address Line 1:</b>	1717 Main Street		
<b>Address Line 2:</b>	Suite 3700		

CH \$40.00 1546197

**900135980**

**TRADEMARK  
 REEL: 004003 FRAME: 0655**

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:

Michele P. Schwartz

Signature:

/Michele P. Schwartz/

Date:

06/10/2009

**Total Attachments: 5**

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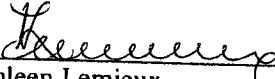
**NOTARIAL CERTIFICATE**

Province of Ontario

To Wit:

I, Kathleen Lemieux, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, practicing in the City of Ottawa, in the Province of Ontario, do hereby certify that the document annexed hereto is a true copy of a document produced and shown to me and purporting to be an **Assignment Agreement** executed on August 15, 2001, from Corel Corporation Limited in favour of Corel Corporation. The said copy having been compared by me with the said original document, an Act whereof being requested, I have granted my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notarial seal this 11<sup>th</sup> day of March, 2008 at the City of Ottawa, Canada.

  
\_\_\_\_\_  
Kathleen Lemieux

A Notary Public in and for the Province of Ontario

# ASSIGNMENT AGREEMENT

THIS AGREEMENT effective as of July 9, 2001 and dated as of August 15, 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");

## WHEREAS:

- A. The Assignor is the legal and beneficial owner of certain intellectual property rights.
- B. By virtue of the Asset Transfer Agreement (as hereinafter defined) the Assignor has agreed to assign to the Assignee all such intellectual property rights on the terms set out in this Assignment Agreement.

## IT IS HEREBY AGREED, as follows

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

"Assigned Intellectual Property" shall mean all Intellectual Property owned by the Assignor;

"Effective Date" shall mean the date and time of execution of this Assignment Agreement;

"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 assets to the Assignee, including, but not limited to, the Assigned Intellectual Property;

"Intellectual Property" shall mean patents, trade marks or names and service marks (whether or not registered) trade or business names or signs, logos, design rights, copyrights (including, but not limited to, rights in the Software), registered designs, topography rights and know how (including technical and industrial information in any form including drawings, formulae, test results, reports and procedures), trade secrets, confidential information, database rights, and the right to apply for any applications for any of the preceding items, together with the rights in inventions, processes and all rights of a similar nature or having similar or equivalent effect to any of the above which may subsist anywhere in the world (whether or not capable of registration) and including all applications and the right to apply for any of the foregoing;

"Software" means all software of the Vendor including the computer programs known by the names as set out in Schedule A hereto, including all versions and skus thereof, and all related documentation, manuals, source code and object code, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, interfaces, program modules, routines, sub-routines, algorithms, program architecture, design concepts,

system designs, program structure, sequence and organization, screen displays and report layouts, and all other material related to such software.

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 Assigned Intellectual Property anywhere in the world, together with all statutory and common law 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 Assigned Intellectual Property or any of them, and including, without limitation, all rights in the nature of copyright throughout the world (including, without limitation, rental and lending rights and satellite and cable retransmission rights and all other so-called "action" rights and all accrued rights of action) and all other rights title and interest of whatsoever nature in and to the Assigned Intellectual Property whether now known or in the future created together with all rights of action and remedies and all other rights of whatever nature in and to the Assigned Intellectual Property to which the Assignor is now or may at any time after the date of this Assignment be entitled by virtue of or pursuant to any of the laws in force in any part of the world **TO HOLD** the same unto the Assignee, its successors and assigns, absolutely for the whole period of such rights for the time being capable of being assigned by the Assignor, together with any and all renewals, reversions and extensions throughout the world.
  
3. The Assignor acknowledges that this Assignment Agreement constitutes a full buy-out of all the Assignor's rights, entitlements and interests in relation to the Assigned Intellectual Property, and that the consideration referred to herein represents equitable, full and adequate remuneration for the purposes of repeat, reuse, aerial reuse fees, any rental or lending rights and all so called rights of communication to the public, now known or hereafter invented which may be vested in the Assignor by the laws of this or any other jurisdiction and which rights the Assignor hereby irrevocably unconditionally and in perpetuity grants and assigns unto the Assignee.
  
4. The Assignor hereby covenants with the Assignee that;
  - (a) it shall execute all 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 secure the benefit of the rights hereby assigned and/or to register any and all of the Assigned Intellectual Property (including, without limitation, to obtain letters patent) in the name of the Assignee, and otherwise to maintain and protect the Assigned Intellectual Property;
  - (b) the authors of the Assigned Intellectual Property have unconditionally waived all moral rights subsisting in the Assigned Intellectual Property;
  - (c) where and to the extent applicable, it hereby waives his right to be identified as the author of the Assigned Intellectual Property, together with its right to object to derogatory treatment and/or false attribution of the Assigned Intellectual Property.
  
5. In the event that the validity of any of the Assigned Intellectual Property is challenged, 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 effects of such challenge, the Assignor agrees to supply or procure the supply of such information and/or advice as is reasonably required

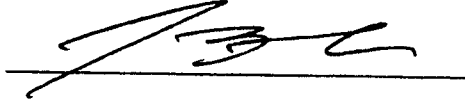
without unreasonable delay, subject to the right to charge the Assignee all expenses properly and reasonably incurred and agreed by the Assignee in pursuance of this provision.

6. This Assignment shall be governed by and construed in accordance with laws of the Province of Ontario, and each of the parties submits for all purposes in connection with this Assignment 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.

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

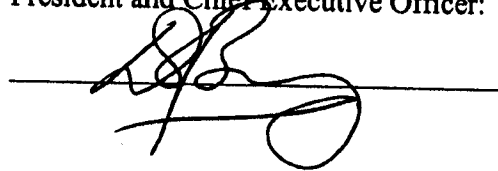
**PRESENT** when the Common Seal of  
**THE ASSIGNOR** was affixed hereto:

Director:

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

**PRESENT** when the Common Seal of  
**THE ASSIGNEE** was affixed hereto:

President and Chief Executive Officer:

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