

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
PKWARE, Inc.		08/17/2009	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Maranon Capital, L.P., as Agent
Street Address:	One N. Franklin Street
Internal Address:	Suite 2700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3110148	ZIP READER BY PKWARE
Registration Number:	3019870	PKZIP READER
Registration Number:	3089432	SECUREZIP
Registration Number:	3453487	PARTNERLINK
Registration Number:	2698566	PKZIP EXPLORER
Registration Number:	1827334	PKLITE
Registration Number:	1827332	PKWARE DATA COMPRESSION LIBRARY
Registration Number:	1521646	PKSFX
Registration Number:	1577583	PKUNZIP
Registration Number:	1577582	PKWARE
Registration Number:	1578799	PKZIP
Serial Number:	77384390	SAVESECURE

CORRESPONDENCE DATA

900141374

**TRADEMARK
 REEL: 004048 FRAME: 0688**

OP \$315.00 3110148

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	044820-0005
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	08/19/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2009, by PKWARE, Inc., a Wisconsin corporation ("Grantor"), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as Agent for Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the other Credit Parties from time to time party thereto, Borrower Representative, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

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

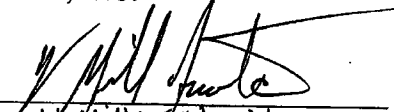
2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms 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.

3. INTERCREDITOR AGREEMENT. The provisions of this Trademark Security Agreement are subject in all respects to the provisions of the Intercreditor Agreement and, in the event of any discrepancy or inconsistency between this Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, 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.

PKWARE, INC.

By: 
Name: V. Miller Newton
Title: President + CEO

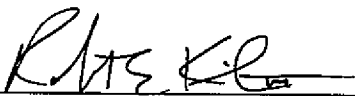
[Signature Page to Trademark Security Agreement – Second Lien]

TRADEMARK

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ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By: _____

Name: Robert E. Kircher III

Title: Managing Director

[Signature Page to Trademark Security Agreement – Second Lien]

TRADEMARK
REEL: 004048 FRAME: 0693

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS / TRADEMARK APPLICATIONS:

Title	Application / Registration Number
ZIP READER BY PKWARE	No. 3,110,148
PKZIP READER	No. 3,019,870
SECUREZIP	No. 3,089,432
PARTNERLINK	No. 3,453,487
SAVESECURE	No. 77/384,390
PKZIP EXPLORER	No. 2,698,566
PKLITE	No. 1,827,334
PKWARE DATA COMPRESSION LIBRARY	No. 1,827,332
PKSFX	No. 1,521,646
PKUNZIP	No. 1,577,583
PKWARE	No. 1,577,582
PKZIP	No. 1,578,799

[Schedule I]

CH1116853.2

RECORDED: 08/19/2009

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