

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
VAPC (LUX) S.A.R.L.		06/28/2013	CORPORATION: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Wilmington Trust		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3698839	BIG ZIPPER	
Registration Number:	3653801	PHOTOZIP	
Registration Number:	3147857		
Registration Number:	2344980		
Registration Number:	1793481	WINZIP	
Registration Number:	2349714	WINZIP	
Serial Number:	85402868	ZIPSEND	
Serial Number:	85402866	ZIPSHARE	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404.572.4600		
Email:	ssexton@kslaw.com		
Correspondent Name:	Sally Sexton		

CH \$215.00 3698839

Address Line 1: 1180 Peachtree St.
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 18876.015009

NAME OF SUBMITTER: Sally Sexton

Signature: /sallysexton/

Date: 06/28/2013

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated as of June 28, 2013, is made by VAPC (Lux), S.á r.l., a company organized under the laws of the Grand Duchy of Luxembourg (the "Grantor") in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association with offices at 50 South Sixth Street, Suite 1290, Minneapolis Minnesota 55402, as agent (in such capacity, together with its successor and assigns, the "Agent"), for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, Corel Corporation, a corporation continued under the laws of Canada ("Corel"), Corel US Holdings, LLC, a Delaware limited liability company ("Corel Subsidiary") and, together with Corel, collectively, the "Borrowers") and certain Subsidiaries of the Borrowers have entered into a Credit and Security Agreement dated as of June 7, 2013, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Wilmington Trust, National Association, as Agent and the Lenders party thereto.

WHEREAS, in connection with that certain joinder to the Credit Agreement, dated on or about the date hereof, and the further making of Loans by the Lenders under the Credit Agreement, the Grantor is required to grant to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and, as a condition thereof, are required to execute this IP Security Agreement for the purposes of recording the Agent's security interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby collaterally assigns and pledges to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest"), in all right, title or interest in or to any and all of the following Collateral (to the extent the following is not Excluded Collateral) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

- (i) Patents, including the U.S. patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");
- (ii) Trademarks, including the U.S. trademark and service mark registrations and applications set forth in Schedule B hereto (provided that the Trademark Collateral shall not include, and the Security Interest granted hereunder shall not attach to, any applications for trademarks or service

marks filed in the PTO on the basis of Grantor's intent to use any such mark pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. § 1060(a), at which point the term "Trademark Collateral" shall include, and the Security Interest granted hereunder shall attach to, such application), together with the goodwill symbolized thereby (the "Trademark Collateral");

- (iii) Copyrights, including the U.S. copyright registrations set forth in Schedule C hereto (the "Copyright Collateral");
- (iv) Copyright Licenses, including the exclusive copyright licenses set forth in Schedule C hereto;
- (v) Patent Licenses
- (vi) Trademark Licenses
- (vii) Software
- (viii) Trade Secrets
- (ix) General Intangibles
- (x) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (xi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of the Security Interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Credit Agreement and the Other Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Lender under the Credit Agreement and the Other Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security 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 and shall become effective as provided in Section 16.13 of the Credit Agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement.

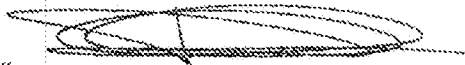
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into as contemplated by the provisions of the Credit Agreement. The Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VAPC (LUX) S.à R.L.

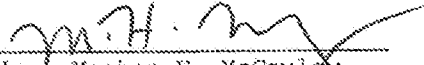


By: _____
Name: David CATALA
Title: **Manager**

Signature Page to Intellectual Property Security Agreement

ACCEPTED AND AGREED
this 28th day of June, 2013

WILMINGTON TRUST, NATIONAL ASSOCIATION

By 
Name: Meghan H. McCauley
Title: Banking Officer

Signature Page to VAPC (Lux) IP Security Agreement

Schedule B- Trademarks

See attached.

VAPC (LUX) Trademarks¹

COUNTRY	TRADEMARK	STATUS	APPLN DATE	APPLN NO	REG DATE	REG. NO	RECORD OWNER	GRANTOR
Australia	WINZIP	Registered	24-Aug-2001	887032	24-Aug-2001	887032	WinZip International LLC	VAPC (LUX)
Australia	WINZIP	Registered	24-Aug-2001	887033	24-Aug-2001	887033	WinZip International LLC	VAPC (LUX)
Australia	WINZIP DESIGN	Registered	24-Aug-2001	887035	24-Aug-2001	887035	WinZip Computing, SL	VAPC (LUX)
Australia	WINZIP DESIGN	Registered	24-Aug-2001	887034	24-Aug-2001	887034	WinZip International LLC	VAPC (LUX)
Australia	WINZIP	Registered	24-Aug-2001	887032	24-Aug-2001	887032	WinZip Computing, Inc.	VAPC (LUX)
Australia	WINZIP DESIGN	Registered	24-Aug-2001	887034	24-May-2001	887034	WinZip Computing, Inc.	VAPC (LUX)
Australia	WINZIP	Registered	24-Aug-2001	887033	24-Aug-2001	887033	WinZip Computing, Inc.	VAPC (LUX)
Australia	WINZIP DESIGN	Registered	24-Aug-2001	887035	24-Aug-2001	887035	WinZip Computing, Inc.	VAPC (LUX)

¹ Record title to all trademarks held by entities other than VAPC (LUX), S.A.R.L. will be updated to reflect ownership by VAPC (LUX), S.A.R.L. or abandoned, in Grantor's reasonable business judgment in accordance with Section 5.9 of the Credit Agreement.

COUNTRY	TRADEMARK	STATUS	APPLN DATE	APPLN. NO	REG DATE	REG. NO	RECORD OWNER	GRANTOR
Canada	WISE & FILE CABINET DESIGN	Registered	5-Dec-2003	1198737	1-Feb-2005	631739	VAPC (LUX)	VAPC (LUX)
Canada	WINZIP	Registered	5-Dec-2005	1198687	31-Jan-2005	631604	VAPC (LUX)	VAPC (LUX)
Canada	WINZIP DESIGN	Registered	5-Dec-2003	1198736	1-Feb-2005	631702	VAPC (LUX)	VAPC (LUX)
China	WINZIP	Registered			30-Apr-2004	826994	WinZip Computing, Inc.	VAPC (LUX)
CTM	WISE & FILE CABINET & CIRCLE DESIGN	Registered	7-Jun-1999	001204213	5-Dec-2000	001204213	WinZip Computing, Inc.	VAPC (LUX)
CTM	WISE & FILE CABINET DESIGN	Registered	7-Jun-1999	001204221	17-Oct-2000	001204221	WinZip Computing, Inc.	VAPC (LUX)
CTM	WINZIP	Registered	7-Jun-1999	001204189	17-Oct-2000	001204189	WinZip Computing, Inc.	VAPC (LUX)
CTM	WINZIP DESIGN	Registered	7-Jun-1999	001204148	5-Dec-2000	001204148	WinZip Computing, Inc.	VAPC (LUX)
Japan	WISE & FILE CABINET & CIRCLE DESIGN	Registered	25-Jun-1999		28-Jul-2000	4404099	WinZip International LLC	VAPC (LUX)
Japan	WISE & FILE CABINET DESIGN	Registered	25-Jun-1999		28-Jul-2000	4404098	WinZip International LLC	VAPC (LUX)

* Documentation will be filed with the CIPO or USPTO, as applicable, to update record title in the name of VAPC (LUX), S.A.R.L.

COUNTRY	TRADEMARK	STATUS	APPLN DATE	APPLN NO	REG DATE	REG. NO	RECORD OWNER	GRANTOR
Japan	WINZIP	Registered	25-Jun-1999		28-Jul-2000	4404096	WinZip International LLC	VAPC (LUX)
Japan	WINZIP DESIGN	Registered	25-Jun-1999		28-Jul-2000	4404097	WinZip International LLC	VAPC (LUX)
Japan	WINZIP & FILE CABINET SWOOSH DESIGN	unknown		4404099			WinZip Computing, Inc.	VAPC (LUX)
Japan	WINZIP DESIGN	unknown		4404097			WinZip Computing, Inc.	VAPC (LUX)
Japan	WINZIP	unknown		4404096			WinZip Computing, Inc.	VAPC (LUX)
Japan	WISE & FILE CABINET & CIRCLE DESIGN	unknown		4404098			WinZip Computing, Inc.	VAPC (LUX)
Korea	WINZIP	Registered		4020047002436	30-Apr-2004	826994	WinZip Computing, Inc.	VAPC (LUX)
Norway	WINZIP	Registered	30-Apr-2004	200407078	15-Aug-2005	200407078	WinZip Computing, Inc.	VAPC (LUX)
Poland	WINZIP	unknown					WinZip Computing, Inc.	VAPC (LUX)

COUNTRY	TRADEMARK	STATUS	APPLN DATE	APPLN NO	REG DATE	REG. NO	RECORD OWNER	GRANTOR
Russia	WISE & FILE CABINET DESIGN	unknown					WinZip Computing, Inc.	VAPC (LUX)
Russia	WINZIP	unknown					WinZip Computing, Inc.	VAPC (LUX)
Switzerland	WINZIP	unknown					WinZip Computing, Inc.	VAPC (LUX)
Taiwan	WISE & FILE CABINET DESIGN	Registered		092030848	16-Mar-2004	01089353	WinZip Computing, Inc.	VAPC (LUX)
Taiwan	WISE DESIGN	Registered	12-May-2003	092030848	16-Jun-2004	01107497	WinZip Computing, Inc.	VAPC (LUX)
Taiwan	WINZIP	Registered	12-May-2003	092030846	16-Mar-2004	01089351	WinZip Computing, Inc.	VAPC (LUX)
Taiwan	WINZIP DESIGN	Registered	12-May-2003	092030847	16-Mar-2004	01089352	WinZip Computing, Inc.	VAPC (LUX)
United States	BIG ZIPPER	Registered	8-Apr-2009	77709860	20-Oct-2009	3698839	VAPC (LUX)	VAPC (LUX)
United States	PHOTOZIP	Registered	7-Oct-2008	77587000	14-Jul-2009	3653801	VAPC (LUX)	VAPC (LUX)
United States	WISE & ENVELOPE DESIGN	Registered	4-Apr-2005	78601031	26-Sep-2006	3147857	VAPC (LUX)	VAPC (LUX)
United States	WISE & FILE CABINET DESIGN	Registered	28-Dec-1998	75614073	25-Apr-2000	2344980	VAPC (LUX)	VAPC (LUX)

COUNTRY	TRADEMARK	STATUS	APPLN DATE	APPLN NO	REG DATE	REG. NO	RECORD OWNER	GRANTOR
United States	WINZIP	Registered	8-Sep-1992	74311830	21-Sep-1993	1793481	VAPC (LUX)*	VAPC (LUX)
United States	WINZIP DESIGN	Registered	25-Dec-1998	75612415	16-May-2000	2349714	VAPC (LUX)*	VAPC (LUX)
United States	ZIPSEND	Registered	19-Aug-2011	85/402868	11-Jun-2013	4350807	VAPC (LUX)*	VAPC (LUX)
United States	ZIPSHARE	Registered	19-Aug-2011	85/402866	11-Jun-2013	4350806	VAPC (LUX)*	VAPC (LUX)