

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COREL CORPORATION		08/08/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3979510	COHUMAN	
Registration Number:	3622037		
Registration Number:	4593877	M	
Registration Number:	4061004	M	
Registration Number:	2733790	MINDJET	
Registration Number:	3844793	MINDJET CATALYST	
Registration Number:	2539958	MINDMANAGER	
Registration Number:	3979511		
Registration Number:	4480654	LOVE YOUR COMPUTER AGAIN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18876.015009		
NAME OF SUBMITTER:	Sally Sexton		

OP \$240.00 3979510

SIGNATURE:	/sallysexton/
DATE SIGNED:	08/08/2016
Total Attachments: 8 source=GSO_Corel - Third Amendment - IP Security Agreement (US)#page1.tif source=GSO_Corel - Third Amendment - IP Security Agreement (US)#page2.tif source=GSO_Corel - Third Amendment - IP Security Agreement (US)#page3.tif source=GSO_Corel - Third Amendment - IP Security Agreement (US)#page4.tif source=GSO_Corel - Third Amendment - IP Security Agreement (US)#page5.tif source=GSO_Corel - Third Amendment - IP Security Agreement (US)#page6.tif source=GSO_Corel - Third Amendment - IP Security Agreement (US)#page7.tif source=GSO_Corel - Third Amendment - IP Security Agreement (US)#page8.tif	

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 August 8, 2016, is made by COREL CORPORATION, a Canadian corporation with offices at 1600 Carling Avenue, Ottawa, Ontario, K1Z 8R7, Canada (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, the Grantor has entered into a Credit and Security Agreement dated as of June 7, 2013 (as amended by that certain First Amendment, dated as of February 25, 2014, as amended by that certain Second Amendment, dated as of June 19, 2014, as amended by that certain Third Amendment, dated as of August 8, 2016, and as further 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, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of such Grantor, and, as a condition thereof, is 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 the 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.

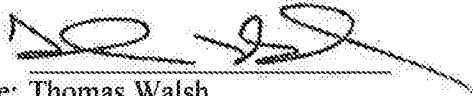
SECTION 6. Existing Intellectual Property Security Agreements. This IP Security Agreement is in addition to any other security agreements currently in force between any of the parties hereto.

SECTION 7. 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.

COREL CORPORATION

By: 
Name: Thomas Walsh
Title: Treasurer

[IP Security Agreement]

TRADEMARK
REEL: 005849 FRAME: 0025

Schedule A – Patents

Grantor	Country	Patent App Serial No.	Letters Patent No.	Title	File Date	Status	Issue Date
Corel Corporation	US	10/882,556	9038001	System and Method for Graphically Illustrating External Data Source Information in the Form of a Visual Hierarchy in an Electronic Workspace	7/1/2004	Issued	5/19/2015
Corel Corporation	US	11/710,204	7702679	Method for Creating and Tracking External System Data via a Mind Map	2/23/2007	Issued	4/20/2010
Corel Corporation	US	12/004,122	8161396	System and Method for Facilitating Collaboration and Communication in a Visual Mapping System by Tracking User Presence in Individual Topics	12/20/2007	Issued	4/17/2012
Corel Corporation	US	12/291,515	-	System, Method, and Software Application for Enabling a User to View and Interact with a Visual Map in an External Application	11/10/2008	Allowed <i>(Pending issue date 7/19/2016)</i>	-
Corel Corporation	US	12/291,496	-	System, Method, and Software Application for Enabling a User to Search an External Domain within a Visual Mapping Interface	11/10/2008	Pending	-
Corel Corporation	US	12/291,495	9047388	System, Method, and Software Application for Displaying Data from a Web Service in a Visual Map	11/10/2008	Issued	6/2/2015
Corel Corporation	US	12/757,943	8316371	Task Hierarchy in an Event-Driven Communication System	4/9/2010	Issued	11/20/2012
Corel Corporation	US	13/804,465	-	System, Method, and Computer Program for Synchronizing Task Data Between a Visual Mapping System and a Task Management System	3/14/2013	Pending	-
Corel	US	11/478,220	8103703	System and Method for	6/29/2006	Issued	1/24/2012

Corporation				Providing Content-Specific Topics in a Mind Mapping System			
Corel Corporation	US	14/726,856	-	System, Method, and Software Application for Displaying Data From a Web Service in a Visual Map	06/01/2015	Allowed (Pending issue date 7/19/2016)	

Schedule B - Trademarks

Grantor	Country	Mark	INT. CL.	Status	Date Filed	APPLN #	Reg Date	Reg #	Actively Pursued?
Corel Corporation	US	COHUMAN	42	Registered	6/28/2010	85/072,776	6/14/2011	3979510	Active
Corel Corporation	US	INTERSECTING CIRCLES DESIGN (MINDJET CONNECT LOGO)	42	Registered	7/9/2008	77/517,800	5/19/2009	3622037	Inactive
Corel Corporation	US	M Design	9, 42	Registered	5/7/2013	85/925,760	8/26/2014	4593877	Active
Corel Corporation	US	M in BUBBLE DESIGN	9, 42	Registered	7/9/2010	85/081,487	11/22/2011	4061004	Active
Corel Corporation	US	MINDJET	9	Registered	10/4/2000	76/142,498	7/8/2003	2733790	Active
Corel Corporation	US	MINDJET CATALYST	42	Registered	2/3/2010	77/927,326	9/7/2010	3844793	Active
Corel Corporation	US	MINDMANAGER	9	Registered	1/9/2001	76/193,474	2/19/2002	2539958	Active
Corel Corporation	US	Miscellaneous Design (Gear, Color)	42	Registered	6/28/2010	85/072,808	6/14/2011	3979511	Active
Corel Corporation	US	LOVE YOUR COMPUTER AGAIN	4	Registered	6/24/13	85/968,695	2/11/14	4480654	Active

Schedule C - Copyrights

Grantor	Country	Title	Copyright Number	Date Registered or Filed
Corel Corporation	US	JCVGANTT Pro 3.0 for MindManager 7	TX 6-928-069	12/18/07
Corel Corporation	US	Mindjet v.11	Filed	2/16/16
Corel Corporation	US	MindManager 14	Filed	1/22/16
Corel Corporation	US	MindManager 15	Filed	1/22/16
Corel Corporation	US	MindManager 2016	Filed	1/21/16
Corel Corporation	US	MindManager 2012 for Windows	TXu 1-815-410	4/4/12
Corel Corporation	US	MindManager 8 [for Windows]	TX 7-071-849	5/12/09
Corel Corporation	US	MindManager for Mac v. 10	TX 8-013-480	9/26/14
Corel Corporation	US	Mindjet Maps for iPad	TX 8-004-910	10/26/12
Corel Corporation	US	Mindjet Maps for iPhone	Filed	9/26/14
Corel Corporation	US	MindManager Version 9 for Mac	TXu 1-762-906	7/5/11
Corel Corporation	US	ProjectDirector	Filed	1/27/15
Corel Corporation	US	MindManager Server	TX 8-004-943	11/1/14