

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OLAPIC, INC.		08/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT		
Street Address:	3003 TASMAN DRIVE		
Internal Address:	HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4665943	OLAPIC	
Serial Number:	86115690	PHOTORANK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4790		
Email:	IPTEAM@NATIONALCORP.COM		
Correspondent Name:	PAUL TATE		
Address Line 1:	1025 VERMONT AVENUE, NW #1130		
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.		
Address Line 4:	WASHINGTON, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164919		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	08/17/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of August 16, 2016, is entered into by and between each of the signatories listed as grantor on the signature page hereto (each and together, jointly and severally, the “*Grantor*”), and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent, pursuant to that certain Assumption Agreement, dated as of the date hereof (the “*Assumption Agreement*”), executed by the Grantor in favor of the Assignee.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement (each as defined below), as applicable.

WHEREAS, pursuant to the Assumption Agreement, the Grantor will become a party to each of (i) that certain Guarantee and Collateral Agreement, dated as of September 15, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, **MONOTYPE IMAGING INC.**, a Delaware corporation (the “*Borrower*”) and certain of the Borrower’s affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of September 15, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), by and among the Borrower and certain of the Borrower’s affiliates party thereto from time to time, the Assignee and certain lenders party thereto, in order to grant in favor of the Assignee (for the ratable benefit of the Lenders) the Liens and security interests therein specified and provide its guarantee of the Obligations as therein contemplated; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to grant in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. For the purposes of this Agreement, “*Trademarks*” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (b) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor’s United States registrations and applications for registration for the Trademarks existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. Notwithstanding the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


[signature pages follow]

12/01/04
12/01/04

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

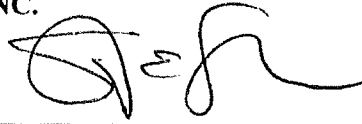
ASSIGNEE:

SILICON VALLEY BANK

By: 
Name: Frank Grass
Title: Vice President

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

OLAPIC, INC.

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be the initials 'A' and 'J' followed by a flourish.

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

Vertical text on the right edge of the page, likely a scanning artifact or a reference number.

SCHEDULE A to TRADEMARK SECURITY AGREEMENT

TRADEMARK AND TRADEMARK APPLICATIONS

<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
4,665,943	January 6, 2015	United States	OLAPIC (standard word mark)
86/115,690	November 25, 2014	United States	PHOTORANK (standard word mark)

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