

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monotype Imaging Inc.		07/26/2019	Corporation: DELAWARE
Monotype Imaging Holdings Inc.		07/26/2019	Corporation: DELAWARE
Imaging Holdings Corp.		07/26/2019	Corporation: DELAWARE
MyFonts Inc.		07/26/2019	Corporation: DELAWARE
Monotype ITC Inc.		07/26/2019	Corporation: NEW YORK
Olapic, Inc.		07/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1475715	GUARDI	
Registration Number:	1451797	MERIDIEN	
Registration Number:	1309945	ALDUS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		

CH \$90.00 1475715

SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	08/05/2019
Total Attachments: 6 source=Monotype - Trademark Security Agreement Supplement#page1.tif source=Monotype - Trademark Security Agreement Supplement#page2.tif source=Monotype - Trademark Security Agreement Supplement#page3.tif source=Monotype - Trademark Security Agreement Supplement#page4.tif source=Monotype - Trademark Security Agreement Supplement#page5.tif source=Monotype - Trademark Security Agreement Supplement#page6.tif	

FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “First Supplement”) is made as of the 26th day of July 2019 by the parties identified as “Grantors” on the signature pages hereto (each individually a “Grantor”, and collectively, the “Grantors”) in favor of **BANK OF AMERICA, N.A.**, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the “Agent”) for the secured parties pursuant to the Security and Pledge Agreement (defined below).

WHEREAS, reference is made to that certain (a) Security and Pledge Agreement, dated as of March 22, 2019 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Security Agreement”), entered into by the Grantors (as defined therein) and the Agent, and (b) Trademark Security Agreement, dated as of March 22, 2019 and recorded by the Trademark Division of the United States Patent and Trademark Office on March 22, 2019 at Reel 6598/Frame 0401 (the “Existing Grant”), executed and delivered by certain Grantors (as defined therein) in favor of the Agent, pursuant to which such Grantors pledged, assigned and granted a security interest in certain Trademarks (as defined therein);

WHEREAS, pursuant to the Security Agreement, as further evidenced by the Existing Grant, the Grantors have granted a security interest to the Agent in, among other things, the Trademarks; and

WHEREAS, the Grantors have developed and/or acquired additional Trademarks and desire to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Agent.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Security Agreement or Existing Grant.
2. Supplement to Schedule I. Schedule I to the Existing Grant is hereby supplemented, but not replaced, by Schedule I-A annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule I shall be deemed to include (i) the Trademarks referenced on Schedule I as such Schedule I exists immediately prior to the date hereof, and (ii) the Trademarks referenced on Schedule I-A annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Existing Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.

- b. This First Supplement and the Existing Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

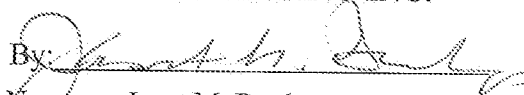
[The remainder of this page is intentionally left blank.]

[Signature pages follow.]

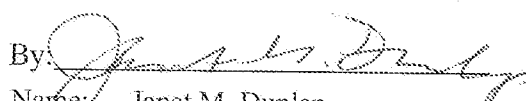
IN WITNESS WHEREOF, each Grantor has caused this First Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

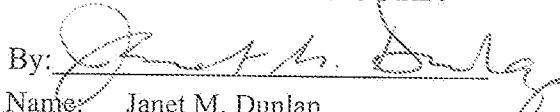
MONOTYPE IMAGING INC.

By: 
Name: Janet M. Dunlap
Title: Executive Vice President, Chief
Administrative Officer, General Counsel and Secretary

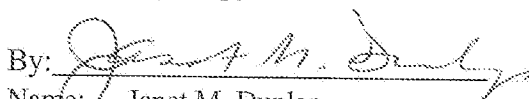
MONOTYPE IMAGING HOLDINGS INC.

By: 
Name: Janet M. Dunlap
Title: Executive Vice President, Chief
Administrative Officer, General Counsel and Secretary

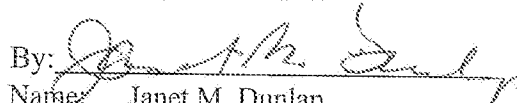
IMAGING HOLDINGS CORP.

By: 
Name: Janet M. Dunlap
Title: Executive Vice President, Chief
Administrative Officer, General Counsel and Secretary

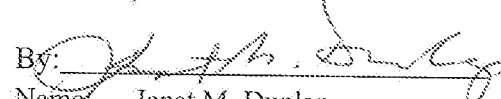
MYFONTS INC.

By: 
Name: Janet M. Dunlap
Title: Executive Vice President, Chief
Administrative Officer, General Counsel and Secretary

MONOTYPE ITC INC.

By: 
Name: Janet M. Dunlap
Title: Executive Vice President, Chief
Administrative Officer, General Counsel and Secretary

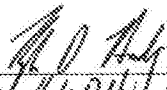
OLAPIC, INC.

By: 
Name: Janet M. Dunlap
Title: Executive Vice President, Chief
Administrative Officer, General Counsel and Secretary

[Monotype - Signature page to First Supplement to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Richard Hardy
Title: AVP

[Monotype - Signature page to First Supplement to Trademark Security Agreement]

SCHEDULE I-A
to
FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS

(See attached.)

SCHEDULE I-A
TO
TRADEMARK SECURITY AGREEMENT

<u>Loan Party/Owner</u>	<u>Trademarks</u>	<u>Registration Number</u>	<u>Registration Date</u>
Monotype Imaging Inc. (formerly Linotype Corp)	GUARDI	1475715	09-FEB-1988
Monotype Imaging Inc. (formerly Linotype Corp)	MERIDIEN	1451797	11-AUG-1987
Monotype Imaging Inc. (formerly Linotype Corp)	ALDUS	1309945	18-DEC-1984