

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HOEFLER TYPE FOUNDRY, INC.		12/24/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 72			
Property Type	Number	Word Mark	
Registration Number:	3098193	DIOTIMA	
Registration Number:	6221154	HELVETICA	
Registration Number:	4433216	& CLOUD.TYPOGRAPHY	
Registration Number:	4652404	& HOEFLER&CO.	
Registration Number:	4015982	ACROPOLIS	
Registration Number:	4022612	ARCHER	
Registration Number:	4308933	BAYSIDE	
Registration Number:	6153391	CESIUM	
Registration Number:	3752019	CHAMPION GOTHIC	
Registration Number:	3872811	CHRONICLE	
Registration Number:	4312511	CLAIMCHECK	
Registration Number:	4016045	CYCLONE	
Registration Number:	6092273	DECIMAL	
Registration Number:	4312520	DELANCEY	
Registration Number:	4308954	DEPOT	
Registration Number:	4652392	&	
Registration Number:	4308959	DEUCE	
Registration Number:	4312522	DIVIDEND	
Registration Number:	3861264	FORZA	

OP \$1815.00 3098193

Property Type	Number	Word Mark
Registration Number:	4016051	GIANT
Registration Number:	3752024	GOTHAM
Registration Number:	4308961	GREENBACK
Registration Number:	3775396	IDEAL SANS
Registration Number:	4206860	IDLEWILD
Registration Number:	4312523	INDICIA
Registration Number:	5318832	INKWELL
Registration Number:	5424823	ISOTOPE
Registration Number:	3752017	KNOCKOUT
Registration Number:	4117145	KNOX
Registration Number:	4321908	LANDMARK
Registration Number:	4019132	LEVIATHAN
Registration Number:	3799421	MERCURY
Registration Number:	4688958	NITRO
Registration Number:	4721580	OBSIDIAN
Registration Number:	4953145	OPERATOR
Registration Number:	5434862	PERISTYLE
Registration Number:	4490227	PREMIUM
Registration Number:	4308963	PROSPEKT
Registration Number:	4838031	QUARTO
Registration Number:	4308964	REDBIRD
Registration Number:	3752020	REQUIEM
Registration Number:	4308965	REVENUE
Registration Number:	5229637	RINGSIDE
Registration Number:	6357088	SAGITTARIUS
Registration Number:	4019133	SARACEN
Registration Number:	4415164	SCREENSMART
Registration Number:	4022608	SENTINEL
Registration Number:	4320368	STRASSE
Registration Number:	4605895	SURVEYOR
Registration Number:	4019137	TOPAZ
Registration Number:	4308966	TRAFALGAR
Registration Number:	3752331	TUNGSTEN
Registration Number:	4696233	TURBO
Registration Number:	4022614	VERLAG
Registration Number:	3903425	VITESSE
Registration Number:	3752018	WHITNEY
Registration Number:	4019141	ZIGGURAT

Property Type	Number	Word Mark
Serial Number:	90635526	SHADES
Serial Number:	90635540	THE PROTEUS PROJECT
Serial Number:	90119170	AMPERAGE
Serial Number:	88822685	CARAVEL
Serial Number:	88457492	FELDSPAR
Serial Number:	88248104	ITEM
Serial Number:	90869122	MILLINER
Serial Number:	88454285	PARLIAMENT
Serial Number:	90869144	PRINTWELL
Serial Number:	88822711	REGISTER
Serial Number:	97125139	SECTOR
Serial Number:	87865196	SECTOR
Serial Number:	88822730	TRIBUNE
Serial Number:	88737004	TYPE CAPSULE
Serial Number:	88822661	ADDISON

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1568475 TM
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	01/05/2022

Total Attachments: 8

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of December 24, 2021 (this “Trademark Security Agreement”), is made by the signatory hereto listed under “Pledgor” (as the “Pledgor”), in favor of Deutsche Bank AG New York Branch, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain First Lien Credit Agreement, dated as of October 11, 2019 (as amended by that certain (i) First Amendment to First Lien Credit Agreement, dated as of October 25, 2019, (ii) Incremental Facility Assumption Agreement and Second Amendment to Credit Agreement, dated as of March 9, 2021, (iii) Third Amendment to First Lien Credit Agreement, dated as of November 12, 2021 and as further amended, restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), by and among Monotype Imaging Holdings Inc., a Delaware corporation (the “Borrower”), Marvel Parent, LLC, a Delaware limited liability company (“Holdings”), certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement dated as of October 11, 2019 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

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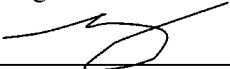
IN WITNESS WHEREOF, each Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE HOEFLER TYPE FOUNDRY, INC.,


By: 
Name: Jaco Uys
Title: Chief Financial Officer

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 

Name: Philip Tanorra
Title: Vice President
philip.tanorra@db.com
212-250-6576

By: 

Name: Jessica Lutrario
Title: Associate
212-250-8235
jessica.lutrario@db.com

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration Number	Registration Date	Status	Owner
Diotima	3098193	30-May-2006	Registered	Monotype Imaging Inc.
HELVETICA	6221154	15-Dec-20201	Registered	Monotype Imaging Inc.

Trademark	Application Number	Application Date	Status	Owner
SHADES	90635526	09-Apr-2021	Pending	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
THE PROTEUS PROJECT	90635540	09-Apr-2021	Pending	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
AMPERAGE	90119170	17-Aug-2020	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
CARAVEL	88822685	05-Mar-2020	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
FELDSPAR	88457492	03-Jun-2019	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
ITEM	88248104	03-Jan-2019	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
MILLINER	90869122	06-Aug-2021	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
PARLIAMENT	88454285	31-May-2019	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
PRINTWELL	90869144	06-Aug-2021	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
REGISTER	88822711	05-Mar-2020	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
SECTOR	97125139	15-Nov-2021	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
SECTOR	87865196	05-Apr-2018	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.

TRIBUNE	88822730	05-Mar-2020	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
TYPE CAPSULE	88737004	23-Dec-2019	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
ADDISON	88822661	05-MAR-2020	Pending Intent to Use	The Hoefler Type Foundry, Inc. dba Hoefler & Co.

Trademark	Registration Number	Registration Date	Status	Owner
& CLOUD.TYPOGRAPHY	4433216	12-Nov-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
& HOEFLER&CO.	4652404	09-Dec-2014	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
ACROPOLIS	4015982	23-Aug-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
ARCHER	4022612	06-Sep-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
BAYSIDE	4308933	26-Mar-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
CESIUM	6153391	15-Sep-2020	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
CHAMPION GOTHIC	3752019	23-Feb-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
CHRONICLE	3872811	09-Nov-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
CLAIMCHECK	4312511	02-Apr-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
CYCLONE	4016045	23-Aug-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
DECIMAL	6092273	30-Jun-2020	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
DELANCEY	4312520	02-Apr-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
DEPOT	4308954	26-Mar-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
Design Only &	4652392	09-Dec-2014	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
DEUCE	4308959	26-Mar-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
DIVIDEND	4312522	02-Apr-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
FORZA	3861264	12-Oct-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
GIANT	4016051	23-Aug-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
GOTHAM	3752024	23-Feb-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
GREENBACK	4308961	26-Mar-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.

Trademark	Registration Number	Registration Date	Status	Owner
IDEAL SANS	3775396	13-Apr-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
IDLEWILD	4206860	11-Sep-2012	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
INDICIA	4312523	02-Apr-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
INKWELL	5318832	24-Oct-2017	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
ISOTOPE	5424823	13-Mar-2018	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
KNOCKOUT	3752017	23-Feb-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
KNOX	4117145	27-Mar-2012	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
LANDMARK	4321908	16-Apr-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
LEVIATHAN	4019132	30-Aug-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
MERCURY	3799421	08-Jun-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
NITRO	4688958	17-Feb-2015	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
OBSIDIAN	4721580	14-Apr-2015	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
OPERATOR	4953145	03-May-2016	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
PERISTYLE	5434862	27-Mar-2018	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
PREMIUM	4490227	04-Mar-2014	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
PROSPEKT	4308963	26-Mar-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
QUARTO	4838031	20-Oct-2015	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
REDBIRD	4308964	26-Mar-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
REQUIEM	3752020	23-Feb-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
REVENUE	4308965	26-Mar-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
RINGSIDE	5229637	20-Jun-2017	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
SAGITTARIUS	6357088	18-May-2021	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
SARACEN	4019133	30-Aug-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
SCREENSMART	4415164	08-Oct-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
SENTINEL	4022608	06-Sep-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
STRASSE	4320368	16-Apr-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.

Trademark	Registration Number	Registration Date	Status	Owner
SURVEYOR	4605895	16-Sep-2014	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
TOPAZ	4019137	30-Aug-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
TRAFALGAR	4308966	26-Mar-2013	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
TUNGSTEN	3752331	23-Feb-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
TURBO	4696233	03-Mar-2015	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
VERLAG	4022614	06-Sep-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
VITESSE	3903425	11-Jan-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
WHITNEY	3752018	23-Feb-2010	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.
ZIGGURAT	4019141	30-Aug-2011	Registered	The Hoefler Type Foundry, Inc. dba Hoefler & Co.