TO:BINGHAM MCCUTCHEN LLP COMPANY: 399 PARK AVENUE

(0.5.0) -

10-10-2007

Electronic Version v1.1

Stylesheet Version v1.1

103451654

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the name of the Receiving Party (hereby corrected to read Wells Fargo Foothill, Inc.) previously recorded on Reel 002975 Frame 0530. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|---------------------------------|----------------|--------------|
| Monotype Imaging Inc. | FORMERLY Monotype Imaging, Inc. | 11/05/2004 | CORPORATION: |
| International Typeface Corporation | | 11/05/2004 | CORPORATION: |

RECEIVING PARTY DATA

| Name: | Wells Fargo Foothill, Inc. | |
|-----------------|----------------------------|--|
| Street Address: | One Boston Place | |
| City: | Boston | |
| State/Country: | MASSACHUSETTS | |
| Postal Code: | 02108 | |
| Entity Type: | CORPORATION: | |

PROPERTY NUMBERS Total: 61

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 1063294 | U&LC. |
| Registration Number: | 1063540 | U&LC. |
| Registration Number: | 1103051 | ITC ZAPF DINGBATS |
| Registration Number: | 1159933 | AVANT GARDE |
| Registration Number: | 1191668 | GARTH GRAPHIC |
| Registration Number: | 1203421 | GALLIARD |
| Registration Number: | 1284237 | ITC BOOKMAN |
| Registration Number: | 1282388 | ITC AVANT GARDE GOTHIC |
| Registration Number: | 1282391 | ITC ZAPF CHANCERY |
| Registration Number: | 1235715 | ITC ZAPF BOOK |
| Registration Number: | 1456339 | INTELLIFONT |
| | | |

TRADEMARK REEL: 003640 FRAME: 0469

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TO:BINGHAM MCCUTCHEN LLP COMPANY: 399 PARK AVENUE

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| 1. | | |
|----------------------|---------|-------------------------------|
| Registration Number: | 1687014 | ROTIS |
| Registration Number: | 1629119 | ITC |
| Registration Number: | 1709764 | ITC |
| Registration Number: | 1744329 | OFFICINA |
| Registration Number: | 1824957 | STONE |
| Registration Number: | 1815383 | UFST |
| Registration Number: | 1811977 | LEGACY |
| Registration Number: | 2125936 | MICROTYPE |
| Registration Number: | 2182990 | WORLDTYPE |
| Registration Number: | 2212524 | CREATIVE ALLIANCE |
| Registration Number: | 2478360 | GOLD |
| Registration Number: | 2295880 | EUROFONT |
| Registration Number: | 2565597 | THORNDALE |
| Registration Number: | 2601516 | ALBANY |
| Registration Number: | 2440715 | UTAH |
| Registration Number: | 2484859 | THE SOURCE FOR CREATIVE MINDS |
| Registration Number: | 2737803 | ITYPE |
| Registration Number: | 2805344 | PARMA |
| Registration Number: | 2578305 | BERGELL |
| Registration Number: | 2578306 | PAPYRUS |
| Registration Number: | 2783625 | BALMORAL |
| Registration Number: | 2656299 | MATISSE |
| Registration Number: | 2656300 | ERAS |
| Registration Number: | 2618151 | TEMPUS |
| Registration Number: | 2656302 | AVANT GARDE |
| Registration Number: | 2612695 | SNAP |
| Registration Number: | 2971260 | М |
| Registration Number: | 2674767 | GARTH GRAPHIC |
| Registration Number: | 2788114 | ZAPF CHANCERY |
| Registration Number: | 2704192 | LUBALIN GRAPH |
| Registration Number: | 2706644 | ZAPF DINGBATS |
| Registration Number: | 2686377 | CANDID |
| Registration Number: | 2686378 | MT |
| Registration Number: | 2686379 | ROTIS |
| Registration Number: | 2818919 | FONTWISE |
| | _1 | II |

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TO:BINGHAM MCCUTCHEN LLP COMPANY: 399 PARK AVENUE

| Registration Number: | 2736337 | GALLIARD |
|----------------------|----------|------------------------------------|
| Registration Number: | 2809247 | TIDBITS |
| Registration Number: | 2775135 | TAFFY |
| Registration Number: | 2819255 | ESQ |
| Registration Number: | 2824709 | BEESKNEES |
| Registration Number: | 2829525 | BIBLON |
| Registration Number: | 2829526 | VINER HAND |
| Registration Number: | 2810239 | CONDUIT |
| Registration Number: | 3283344 | GRANITE |
| Registration Number: | 2935786 | FY (T) I |
| Registration Number: | 2950982 | FOR YOUR TYPOGRAPHICAL INFORMATION |
| Registration Number: | 2570268 | THORNDALE |
| Registration Number: | 2615462 | ALBANY |
| Registration Number: | 2885015 | BOLI |
| Serial Number: | 76492186 | PROFILE STUDIO |

CORRESPONDENCE DATA

Fax Number:

(212)508-1450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

212-705-7768

Email:

brandi.sinkovich@bingham.com

Correspondent Name:

Bingham McCutchen LLP

Address Line 1:

399 Park Avenue

Address Line 2:

Brandi Sinkovich

Address Line 4:

New York, NEW YORK 10022

| NAME OF SUBMITTER: | Brandi Sinkovich |
|--------------------|--------------------|
| Signature: | /brandi sinkovich/ |
| Date: | 10/02/2007 |

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TRADEMARK

REEL: 003640 FRAME: 0472

TO:BINGHAM MCCUTCHEN LLP COMPANY:399 PARK AVENUE

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Agfa Monotype Corporation

TRADEMARK REGISTRATIONS

| MARK | COUNTRY | REG. NO. | REG. DATE |
|-------------------|-------------|-----------|-------------------|
| ACURA | BENELUX | 460,748 | June 9, 1989 |
| ACURA | WIPO | 547,088 | Febr. 23, 1990 |
| ACURA | AUSTRIA | 547,088 | Febr. 23, 1990 |
| ACURA | FRANCE | 547,088 | Febr. 23, 1990 |
| ACURA | ITALY | 547,088 | Febr. 23, 1990 |
| ACURA | SWITZERLAND | 547,088 | Febr. 23, 1990 |
| ALBANY | USA | 2,615,462 | SEP. 3, 2002 |
| ALBANY | USA | 2,601,516 | JULY 30, 2002 |
| CANDID | USA | 2,686,377 | FEB. 11,2003 |
| CATALANA | WIPO | 536,421 | June 16, 1989 |
| CATALANA | AUSTRIA | 536,421 | June 16, 1989 |
| CATALANA | FRANCE | 536,421 | June 16, 1989 |
| CATALANA | GERMANY | 536,421 | June 16, 1989 |
| CATALANA | Ītaly | 536,421 | June 16, 1989 |
| CATALANA CREATIVE | Spain | 536,421 | June 16, 1989 |
| ALLIANCE | USA | 2,212,524 | Dec. 22, 1998 |
| ESQ | USA | 2,819,255 | Mar. 2, 2004 |
| EUROFONT | USA | 2,295,880 | NOVEMBER 30, 1999 |
| GARTH GRAPHIC | СТМ | 1,898,295 | Nov. 27, 2001 |
| GARTH GRAPHIC | FRANCE | 1,607,794 | Aug. 3, 1990 |

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TO:BINGHAM MCCUTCHEN LLP COMPANY:399 PARK AVENUE

| MARK | COUNTRY | REG. NO. | REG. DATE |
|---------------------|-------------|------------|-------------------|
| GARTH GRAPHIC | SWITZERLAND | 473,750 | June 28, 2000 |
| GARTH GRAPHIC | UK | B1,123,971 | Nov. 14, 1979 |
| GARTH GRAPHIC | USA | 1,191,668 | MARCH 9, 1982 |
| GARTH GRAPHIC | USA | 2,674,767 | Oct. 22, 2002 |
| GOLD | USA | 2,478,360 | AUGUST 14, 2001 |
| INTELLIFONT | USA | 1,456,339 | SEPTEMBER 8, 1987 |
| INTELLIFONT | BENELUX | 457,859 | Oct. 2, 1989 |
| INTELLIFONT | WIPO | 541,389 | Oct. 16, 1989 |
| INTELLIFONT | AUSTRIA | 541,389 | Oct. 16, 1989 |
| INTELLIFONT | FRANCE | 541,389 | Oct. 16, 1989 |
| INTELLIFONT | GERMANY | 541,389 | Oct. 16, 1989 |
| INTELLIFONT | ITALY | 541,389 | Oct. 16, 1989 |
| INTELLIFONT | SPAIN | 541,389 | Oct. 16, 1989 |
| INTELLIFONT | SWITZERLAND | 541,389 | Oct. 16, 1989 |
| TYPE | BENELUX | 695,875 | Feb. 1, 2002 |
| iTYPE | CTM | 2,429,447 | Dec. 12, 2002 |
| iTYPE | USA | 2,737,803 | JULY 15, 2003 |
| MICROTYPE | USA | 2,125,936 | DEC. 30, 1997 |
| MICROTYPE | BENELUX | 557,285 | May 2, 1995 |
| MONOTYPE | FRANCE | 93.473,295 | June 20, 2003 |
| MONOTYPE | CANADA | 578,419 | March 27, 2003 |
| MONOTYPE | GERMANY | 1,059,531 | Feb. 13, 1984 |
| MONOTYPE | GERMANY | 354,154 | July 1, 1926 |
| MONOTYPE | GERMANY | 325,620 | Dec. 16, 1924 |
| MONOTYPE WALBAUM | CANADA | 384,096 | MAY 10, 1991 |

TO:BINGHAM MCCUTCHEN LLP COMPANY:399 PARK AVENUE

| MARK | COUNTRY | REG. NO. | REG. DATE |
|----------------------------------|-------------|------------|-------------------|
| MONOTYPE JANSON | CANADA | 386,893 | JULY 26, 1991 |
| мт | USA | 2,686,378 | FEB. 11,2003 |
| PARMA | USA | 2,805,344 | Jan. 13, 2004 |
| ROTIS | USA | 1,687,014 | MAY 12, 1992 |
| ROTIS | USA | 2,686,379 | Feb. 11, 2003 |
| ROTIS | BENELUX | 454,718 | June 30, 1989 |
| ROTIS | CANADA | TMA607,510 | April 14, 2004 |
| ROTIS | СТМ | 2,892,412 | March 8, 2004 |
| ROTIS | WIPO | 539,115 | Aug. 17, 1989 |
| ROTIS | AUSTRIA | 539,115 | Aug. 17, 1989 |
| ROTIS | FRANCE | 539,115 | Aug. 17, 1989 |
| ROTIS | GERMANY | 539,115 | Aug. 17, 1989 |
| ROTIS | ITALY | 539,115 | Aug. 17, 1989 |
| ROTIS | SWITZERLAND | 539,115 | Aug. 17, 1989 |
| SHEFFIELD | USA | 2,818,919 | March 2, 2004 |
| TAFFY | USA | 2,775,135 | Oct. 21, 2003 |
| THE SOURCE FOR CREATIVE MINDS | USA | 2,484,859 | September 4, 2001 |
| THE SOURCE FOR CREATIVE MINDS | BENELUX | 676,155 | May 1, 2001 |
| THORNDALE | USA | 2,570,268 | MAY 14, 2002 |
| THORNDALE | USA | 2,565,597 | APRIL 30, 2002 |
| TIDBITS | USA | 2,809,247 | Jan. 27, 2004 |
| TORINO | WIPO | 547,090 | Feb. 23, 1990 |
| TORINO | FRANCE | 547,090 | Feb. 23, 1990 |
| TORINO | ITALY | 547,090 | Feb. 23, 1990 |
| TRUEVIEW | WIPO | 535,600 | May 24, 1989 |

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TO:BINGHAM MCCUTCHEN LLP COMPANY:399 PARK AVENUE

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| MARK | COUNTRY | REG. NO. | REG. DATE | |
|---------------|-------------|-----------|-----------------|--|
| TRUEVIEW | AUSTRIA | 535,600 | May 24, 1989 | |
| TRUEVIEW | FRANCE | 535,600 | May 24, 1989 | |
| TRUEVIEW | ITALY | 535,600 | May 24, 1989 | |
| TRUEVIEW | SWITZERLAND | 535,600 | May 24, 1989 | |
| TYPE DIRECTOR | BENELUX | 449,944 | March 6, 1989 | |
| TYPE DIRECTOR | WIPO | 449,944 | March 6, 1989 | |
| TYPE DIRECTOR | AUSTRIA | 449,944 | March 6, 1989 | |
| TYPE DIRECTOR | FRANCE | 449,944 | March 6, 1989 | |
| TYPE DIRECTOR | ITALY | 449,944 | March 6, 1989 | |
| UFST | USA | 1,815,383 | JANUARY 4, 1994 | |
| UFST | BENELUX | 520,937 | April 1, 1993 | |
| UFST | JAPAN | 3,108,762 | Dec. 26, 1995 | |
| UTAH | USA | 2,440,715 | Apr. 3, 2001 | |
| VERONA | WIPO | 535,602 | May 24, 1989 | |
| VERONA | FRANCE | 535,602 | May 24, 1989 | |
| VERONA | ITALY | 535,602 | May 24, 1989 | |
| WORLDTYPE | USA | 2,182,990 | Aug. 18, 1998 | |

TRADEMARK APPLICATIONS

| COUNTRY | SERIAL NO. | FILING DATE |
|---------|--------------------------|--|
| USA | 78/063,666 | MAY 15, 2001 |
| USA | 76/437,011 | AUGUST 1, 2002 |
| CTM | 003573656 | DECEMBER 2003 |
| JAPAN | 2003-106367 | DECEMBER 2003 |
| TAIWAN | DECEMBER 2003 | |
| USA | 76/521,195 | JUNE 9, 2003 |
| | USA USA CTM JAPAN TAIWAN | USA 78/063,666 USA 76/437,011 CTM 003573656 JAPAN 2003-106367 TAIWAN DECEMBER 2003 |

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| MARK | COUNTRY | SERIAL NO. | FILING DATE |
|----------------|---------|------------|-------------------|
| MONOTYPE | СТМ | 002759009 | JULY 2, 2002 |
| PROFILE STUDIO | USA | 76/492,186 | FEBRUARY 23, 2003 |
| Stylized M | USA | 76/352,500 | DECEMBER 26, 2001 |

INTERNATIONAL TYPEFACE CORPORATION

TRADEMARK REGISTRATIONS

| MARK | COUNTRY | REG. NO. | REG. DATE |
|------------------------|---------|-----------|----------------|
| AVANT GARDE | USA | 2,656,302 | Dec. 3, 2002 |
| AVANT GARDE | USA | 1,159,933 | July 7, 1981 |
| BALMORAL | USA | 2,783,625 | Nov. 18,2003 |
| BEESKNEES | USA | 2,824,709 | March 23, 2004 |
| BERGELL | USA | 2,578,305 | June 11, 2002 |
| BIBLON | USA | 2,829,525 | Apr. 6, 2004 |
| CONDUIT | USA | 2,810,239 | Feb. 3, 2004 |
| ERAS | USA | 2,656,300 | Dec. 3, 2002 |
| GALLIARD | USA | 1,203,421 | Aug. 3, 1982 |
| GALLIARD | USA | 2,736,337 | July 15, 2003 |
| FTC ZAPF | Germany | 1,086,854 | Jan. 16, 1986 |
| ITC ZAPF DINGBATS | USA | 1,103,051 | Sept. 26, 1978 |
| ITC ZAPF CHANCERY | USA | 1,282,391 | June 19, 1984 |
| ITC ZAPF BOOK | USA | 1,235,715 | April 26, 1983 |
| ITC AVANT GARDE GOTHIC | Germany | 1,086,838 | Jan. 16, 1986 |
| ITC AVANT GARDE | USA | 1,282,388 | June 19, 1984 |
| ITC BOOKMAN | Germany | 1,086,841 | Jan. 16, 1986 |

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TO:BINGHAM MCCUTCHEN LLP COMPANY: 399 PARK AVENUE

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| MARK | COUNTRY | REG. NO. | REG. DATE |
|----------------------------|----------------------------|-----------|----------------|
| ITC BOOKMAN | USA | 1,284,237 | July 3, 1984 |
| ITC AMERICAN TYPEWRITER | Germany | 1,086,837 | Jan. 16, 1986 |
| ITC and Design | USA | 1,629,119 | Dec. 25, 1990 |
| ITC | Benelux | 498,407 | Feb. 3, 1992 |
| ITC | Germany | 1,084,982 | Nov. 27, 1985 |
| ITC | Spain | 1,649,765 | April 5, 1994 |
| ITC | France | 1,284,858 | Sept. 25, 1984 |
| ITC | Great Britain & N. Ireland | 1,469,935 | Oct. 14, 1994 |
| ПС | Italy | 610,128 | Dec. 3, 1993 |
| ITC | Italy | 911,603 | Oct. 3, 2003 |
| ITC | USA | 1,709,764 | Aug. 25, 1992 |
| LEGACY | USA | 1,811,977 | Dec. 21, 1993 |
| LUBALIN GRAPH | ÜSA | 2,704,192 | Apr. 8, 2003 |
| MATISSE | USA | 2,656,299 | Dec. 3, 2002 |
| OFFICINA | USA | 1,744,329 | Jan. 5, 1993 |
| PAPYRUS | USA | 2,578,306 | June 11, 2002 |
| SNAP | USA | 2,612,695 | Aug. 27, 2002 |
| STONE | Canada | 363,573 | Nov. 17, 1989 |
| STONE | USA | 1,824,957 | March 8, 1994 |
| TEMPUS | USA | 2,618,151 | Sep. 10, 2002 |
| U&LC - STYLIZED | USA | 1,063,294 | Dec. 4, 1977 |
| U&LC | USA | 1,063,540 | April 12, 1977 |
| VINERHAND | USA | 2,829,526 | Apr. 6, 2004 |
| ZAPF DINGBATS | USA | 2,706,644 | Apr. 15, 2003 |
| ZAPF CHANCERY | USA | 2,788,114 | Dec. 2, 2003 |

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TO:BINGHAM MCCUTCHEN LLP COMPANY:399 PARK AVENUE

TRADEMARK APPLICATIONS

| MARK | COUNTRY | SERIAL NO. | FILING DATE |
|------------------------------------|---------|------------|---------------|
| FOR YOUR TYPOGRAPHICAL INFORMATION | USA | 76/545,750 | Sep. 17, 2003 |
| FY[T] I | USA | 76/545,474 | Sep. 17, 2003 |
| ITC | СТМ | 002766293 | July 2, 2002 |

Execution Copy

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of November, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of November 5, 2004 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Monotype Imaging Holdings Corp., a Delaware corporation ("Parent"), Imaging Acquisition Corporation, a Delaware corporation ("Newco"), Agfa Monotype Corporation (now known as Monotype Imaging, Inc.), a Delaware corporation ("Monotype"), and International Typeface Corporation, a New York corporation ("Typeface"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of November 5, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
- (a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all extensions, modifications and renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each

Trademark; and

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COMPANY: 399 PARK AVENUE

- all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.
- SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.
- AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

2

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TO:BINGHAM MCCUTCHEN LLP COMPANY: 399 PARK AVENUE

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

GRANTORS:

MONOTYPE IMAGING HOLDINGS

CORP.

a Delaware corporation, as a Grantor

By:

Name: A. I

A. Bruce Johnston

Title:

Vice President

INTERNATIONAL TYPEFACE CORPORATION,

a New York corporation, as a Granicor

Ву:

Name:

A Rruce Johnston

Title:

Vice President

MONOTYPE IMAGING, INC. (f/k/a Agfa

Monotype Corporation),

a Delaware corporation, as a Granton

By:

Name:

A. Bruce Johnston

ride. Vice President

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

ey-600094

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OCT-31-2004 SUN 12:30 PM WELLS FARGO FOOTHILL FAX NO. 6177229485 P. 10 WELLS FARGO FOOTHILL, INC., AGENT: Title: Skinature page of trademark security agreement 14-8000b4

10/31/2004 SUN 12:39 [TX/RX NO 7186] 2010

TRADEMARK
REEL: 003640 FRAME: 0483

RECORDED: 10/02/2007