

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bitstream Inc.		04/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as Agent		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2715435	FONT FUSION	
Registration Number:	2633641	THE CAMBRIDGE COLLECTION	
Registration Number:	2184494	CYBERBIT	
Registration Number:	1919413	TRUEDOC	
Registration Number:	1656528	OLD DREADFUL NO. 7	
Registration Number:	1326623	BITSTREAM	
Registration Number:	1351066	BITSTREAM	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		

OP \$190.00 2715435

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Linda A. Salera

Signature:

/Linda A. Salera/

Date:

06/12/2012

Total Attachments: 14

source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page1.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page2.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page3.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page4.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page5.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page6.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page7.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page8.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page9.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page10.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page11.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page12.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page13.tif
source=Monotype_Bitstream - Trademark Security Agreement (04-09-12)#page14.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of April, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 13, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Monotype Imaging Holdings Inc., as parent ("Parent"), Monotype Imaging Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower 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 Borrower 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 July 13, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to that certain Security Agreement Joinder dated as of the date hereof ("Security Agreement Joinder"), Grantors have joined the Security Agreement; and

WHEREAS, pursuant to the Security Agreement and Security Agreement Joinder, 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. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and exclusive Trademark Intellectual Property Licenses to which it is a party and constituting Collateral including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Section 1.4 of the Credit Agreement is hereby incorporated by reference.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER**

OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

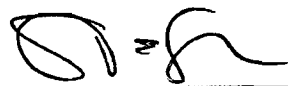
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BITSTREAM INC.,
A Delaware corporation, as a Grantor

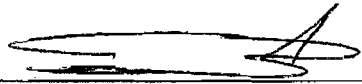
By:  _____

Name: Scott Landers
Title: Senior Vice President

(Signature Page to Trademark Security Agreement - Bitstream)

**ACCEPTED AND ACKNOWLEDGED BY:
AGENT:**

**WELLS FARGO CAPITAL FINANCE,
LLC, a Delaware limited liability company, as
Agent**

By: 
Name: *DAVID Sanchez*
Title: *Director*

(Signature Page to Trademark Security Agreement - Bitstream)

AJ74879249

**TRADEMARK
REEL: 004799 FRAME: 0515**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	STATUS	GOODS
FONT FUSION [word mark]	United States	76/395,670	4/15/02	2,715,435	5/13/03	Registered	Computer software comprising font software for rasterizing fonts in multiple languages and for enhancing the output of LCD displays, monitors, televisions, printers and internet appliances, in Class 9
THE CAMBRIDGE COLLECTION [word mark]	United States	76/302,066	08/20/01	2,633,641	10/8/02	Registered	Computer software comprising fonts in dual font file formats for use with Macintosh or PC type computers, in Class 9
CYBERBIT [word mark]	United States	75/071,446	03/12/96	2,184,494	8/25/98	Registered	Computer graphics and font programs for displaying drawings or otherwise manifesting a typeface or character design, in Class 9
TRUEDOC [word mark]	United States	74/557,702	08/05/94	1,919,413	9/19/95	Registered	Computer software, comprising a program used in document file transfer to preserve the font(s) used in the document, and documentation therefor, sold as a unit, in Class 9
OLD DREADFUL NO. 7 [word mark]	United States	74/034,742	03/01/90	1,656,528	9/10/91	Registered	Computer software comprising machine-readable data bases containing information representing typefaces, recorded on magnetic tapes, disks, or other media, in Class 9; and Typefaces, in Class 16

TRADEMARK	COUNTRY	APP NO.	FILE DATE	REG NO.	REG DATE	STATUS	GOODS
BITSTREAM [word mark]	United States	73/446,170	10/03/83	1,326,623	3/26/85	Registered	Computer software comprising machine-readable data bases containing information representing typefaces, recorded on magnetic tapes, disks, or other media, in Class 9; and Typefaces, in Class 16
BITSTREAM [word mark]	United States	73/422,141	04/18/83	1,351,066	7/23/85	Registered	Providing custom typographic design for others and consulting services in the use of typographic design, in Class 42
BITSTREAM [word mark]	Canada	059,014,200	08/19/87	TMA357,780	06/30/89	Registered	Computer software comprising machine-readable data bases containing information representing typefaces, recorded on magnetic tapes, disks, or other media; typefaces
BITSTREAM CHARTER [word mark]	Canada	059,014,300	8/19/87	TMA384,413	05/17/91	Registered	Typeface; computer programs for displaying, drawing or otherwise manifesting a typeface or character design and instructional manuals sold as a unit
BITSTREAM [word only]	Italy	MI/2010/11651	11/19/10	1,432,681	03/14/11	Registered	Computer software comprising machine-readable data bases containing information representing typefaces, recorded on magnetic tapes, disks, or other media, in Class 9
BITSTREAM [word only]	Norway	199,055,583	10/25/90	149,964	04/02/92	Registered	All in Class 9

TRADEMARK	COUNTRY	APP NO.	FILE DATE	REG NO.	REG DATE	STATUS	GOODS
BITSTREAM [word only]	Spain	1,615,868 M7	02/06/91	1,615,868 M7	01/05/94	Registered	Computer software comprising machine-readable data bases containing information representing typefaces, recorded on magnetic tapes, disks, or other media, in Class 9
BITSTREAM [word only]	United Kingdom	1,207,778	11/23/83	1,207,778	11/23/83	Registered	Computer programs, tapes and discs, all being magnetic and all for recording and reproducing letters, words and numerals, in Class 9
BITSTREAM [word only]	United Kingdom	1,207,779	11/23/83	1,207,779	11/23/83	Registered	Type faces and type fonts, in Class 16
BITSTREAM [word only]	Australia	544,589	10/24/90	544,589	10/24/90	Registered	Computer software comprising machine-readable data bases containing information representing typefaces, recorded on magnetic tapes, disks, or other media; compact discs, in Class 9
BITSTREAM [word only]	Australia	544,119	10/16/90	544,119	10/16/90	Registered	Typographic design and consultation services, including the conversion of typefaces to machine readable form; computer programming, computer analysis, computer design, computer consulting and computer management services in this class; retailing of computer software comprising machine readable databases containing information representing typefaces, recorded on magnetic tapes, disks and other media and retailing of compact disks, in Class 42

TRADEMARK	COUNTRY	APP NO.	FILE DATE	REG NO.	REG DATE	STATUS	GOODS
BITSTREAM [word only]	South Korea	40-1987-0015802	08/01/87	400-1978-430000	08/07/90	Registered	[Translation of list of goods not yet available], in Class 9
FONT NAVIGATOR [word only]	United States	75/346,082	07/31/97	2,210,599	12/15/98	Cancelled	Computer software for managing typefaces, fonts and related graphics, and user documentation sold as a unit therewith, in Class 9
PRIMA [word only]	United States	75/271,873	04/09/97	2,226,691	02/23/99	Cancelled	Computer program for displaying, drawing or otherwise manifesting a typeface or character design, in Class 9
BITSTRO [word only]	United States	75/143,087	09/09/97	N/A	N/A	Abandoned	Computer software to enable a user to add new capabilities for displaying drawing or otherwise manifesting typefaces or character designs to an existing software application, and documentation therefor sold as a unit, in Class 9
PAGEAUDIT PageAudit	United States	75/088,483	04/15/96	N/A	N/A	Abandoned	Computer software comprising a computer program to count and track usage of printing equipment by user, and documentation therefor sold as a unit, in Class 9
WEBTEXT [word only]	United States	75/071,444	03/12/96	N/A	N/A	Abandoned	Computer software comprising a computer program used in document file transfer to preserve the font or fonts used in the document especially in electronic media and documentation therefore sold as a unit, in Class 9

TRADEMARK	COUNTRY	APP NO.	FILE DATE	REG NO.	REG DATE	STATUS	GOODS
FONT SELECT [word only]	United States	75/071,445	03/12/96	N/A	N/A	Abandoned	Computer program for manipulating and arranging typefaces or character designs, in Class 9
LFL BITS [word only]	United States	74/360,469	02/18/93	1,855,552	09/27/94	Cancelled	Computer programs for displaying, drawing or otherwise manifesting a typeface or character design; typeface fonts recorded on magnetic media; and instruction manuals sold therewith, in Class 9; Typeface, in Class 16
TYPE CITY [word only]	United States	74/164,528	05/07/91	1,683,675	04/21/92	Cancelled	Cartridges and modules for use with printers and other display devices, such as laser printers, for receiving, storing and supplying thereto computer programs and databases for displaying, drawing or otherwise manifesting a typeface, character design, logo or symbol, and instructional manuals therefore, sold as a unit, in Class 9; Typefont, in Class 16
MAKEUP [word only]	United States	74/157,841	04/16/91	1,796,808	10/05/93	Cancelled	Computer software for generation or modification of type fonts, on magnetic disks or other media, and manuals therefore, sold as a unit, in Class 9
FONTWARE [word only]	United States	73/756,335	10/06/88	1,587,494	03/20/90	Cancelled	Computer programs for the preparation, editing and production of type fonts, provided on magnetic tape, disk or other media, and computer program manuals, all sold as a unit, in Class 9

TRADEMARK	COUNTRY	APP NO.	FILE DATE	REG NO.	REG DATE	STATUS	GOODS
BITSTREAM CARMINA [word only]	United States	73/645,451	02/19/87	1,458,109	09/22/87	Cancelled	Computer programs for displaying, drawing or otherwise manifesting a typeface or character design and instructional manuals sold as a unit, in Class 9; Typeface, in Class 16
BITSTREAM AMERIGO [word only]	United States	73/645,452	02/19/87	1,458,110	09/22/87	Cancelled	Computer programs for displaying, drawing or otherwise manifesting a typeface or character design and instructional manuals sold as a unit, in Class 9; Typeface, in Class 16
BITSTREAM CHARTER [word only]	United States	73/645,453	02/19/87	1,458,111	09/22/87	Cancelled	Computer programs for displaying, drawing or otherwise manifesting a typeface or character design and instructional manuals sold as a unit, in Class 9; Typeface, in Class 16
BITSTREAM [word only]	Texas	N/A	N/A	42,762	11/28/83	Nonrenewed	Typefaces and machine-readable data bases containing information representing typefaces, in Class 16
BITSTREAM [word only]	Massachusetts	N/A	N/A	34,474	10/24/83	Nonrenewed	Information typeface machine readable data bases, in Class 16
BITSTREAM [word only]	New York	N/A	N/A	R21,972	10/13/83	Nonrenewed	Typefaces and machine readable data bases containing information representing typefaces, in Class 16
BITSTREAM [word only]	California	N/A	N/A	71,009	10/04/83	Expired	Typefaces and machine-readable data bases containing information representing typefaces, in Class 38
BITSTREAM [word only]	Minnesota	N/A	N/A	8,763	10/04/83	Expired	Typefaces, data bases, in Classes 9 and 16

TRADEMARK	COUNTRY	APP NO.	FILE DATE	REG NO.	REG DATE	STATUS	GOODS
BITSTREAM [word only]	New Hampshire	N/A	N/A	N/A	10/03/83	Expired	Typefaces and machine-readable data bases containing information representing typefaces, in Class 38
BITSTREAM [word only]	Massachusetts	N/A	N/A	33,863	05/04/83	Nonrenewed	Digital type fonts and related software, in Class 42
FONTWARE [word only]	Canada	061,738,400	10/19/88	TMA 384,458	05/17/91	Expired	Computer software, namely, computer programs for the preparation, editing and production of type fonts, provided on magnetic tape, disk or other media, and printed documentation therefore, all sold as a unit
BITSTREAM [word only]	Italy	MI/2000/12800	11/21/90	921,455	12/09/03	Expired	Computer software comprising machine-readable data bases containing information representing typefaces, recorded on magnetic tapes, disks, or other media, in Class 9
FACELIFT [word only]	Sweden	1990/09497	10/17/90	238,895	08/14/92	Cancelled	Computer software stored on magnetic discs and other machine readable media, in Class 9; Computer software in printed form, user manuals, in Class 16
BITSTREAM [word only]	Sweden	1989/09647	10/11/89	232,585	04/16/92	Cancelled	Computer software in printed form, typefaces, in Class 16, Providing of customer adapted typographical design services and therewith association consulting business, in Class 42

Trademark Licenses

None.