

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quark Software, Inc.		11/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Quark Holding Corporation
Street Address:	360 North Crescent Drive, South Bldg.
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2168109	QUARK
Registration Number:	1532755	QUARK
Registration Number:	1532754	QUARK XPRESS
Registration Number:	1856132	QUARK PUBLISHING SYSTEM
Registration Number:	3413116	Q
Registration Number:	3420294	Q QUARK
Registration Number:	3768600	ADFLOW
Registration Number:	2885095	JOB CAPTURE
Registration Number:	2282980	GLUON
Registration Number:	2887564	CAPTUREWORKS
Registration Number:	3243023	JOB CENTRAL
Registration Number:	3320285	JOB LAUNCHER

CORRESPONDENCE DATA

CH \$315.00 2168109

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3127018944

Email: ptierney@mayerbrown.com, driley@mayerbrown.com,
msherlock@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Patrick Tierney

Address Line 1: PO Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	11100556
NAME OF SUBMITTER:	Patrick Tierney
Signature:	/PT/
Date:	11/19/2012

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2012, is made by QUARK SOFTWARE, INC., a Delaware corporation (the "Grantor"), in favor of QUARK HOLDING CORPORATION, a Delaware corporation, its successors and permitted assigns (collectively, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Demand Revolving Credit Agreement, dated as of November 12, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Secured Party and Grantor, Secured Party has may make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Credit Agreement and the Security Agreement dated as of November 12, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Secured Party and Grantor pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement and to make extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations under the Credit Agreement and the other Loan Documents, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) past, present and future trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world, including, without limitation, those referred to on Schedule 1 hereto;

(b) license agreements related to any of the foregoing and income therefrom;

(c) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing;

(d) the right to sue for all past, present and future infringements of any of the foregoing; and

(e) and all common law and other rights throughout the world in and to all of the foregoing.

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 Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party 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.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

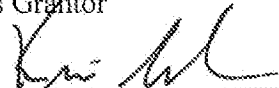
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

QUARK SOFTWARE, INC.,
as Grantor

By: 
Name: Ken Mammel
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

QUARK HOLDING CORPORATION

By: _____
Name:
Title:

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

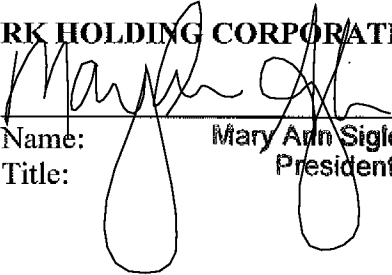
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

QUARK SOFTWARE, INC.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

QUARK HOLDING CORPORATION
By: 
Name: Mary Ann Sigler
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARKS

Trademark	Country	Registration Number	Registration Date	Renewal Date	Classes
Quark	Algeria	47217	1.23.1994	1.23.2014	9
Quark	Austria	152.731	5.25.1994	5.25.2014	9,16,42
Quark	Australia	476642	11.17.1987	11.17.2018	9
Quark	Australia	612640	9.29.1993	9.29.2013	42
Quark	Benelux	439306	11.26.1987	11.26.2017	9,16
Quark	Benelux #2	542146	12.8.1993	12.8.2013	9,16,42
Quark	Canada	TMA356,459	5.26.1989	5.26.2019	
Quark	CTM	9733379	2.14.2011	2.14.2021	9,42
Quark	Czech Republic	181342	5.13.1993	5.13.2013	9,16,42
Quark	Denmark	1996	1.19.1996	1.19.2016	9,16,42
Quark	Finland	134892	12.5.1994	12.5.2014	9,16
Quark	France	98753977	10.13.1998	10.13.2018	9
Quark	France	1231459	2.12.1993	3.15.2013	9
Quark	Germany	1179378	1.1.1998	12.31.2017	9, 16
Quark	Germany	2910299	8.18.1995	11.30.2013	16,41
Quark					
Quark	Hong Kong	09069/09070	10.7.1993	10.7.2014	9,16
Quark	Hong Kong/Chinese Characters	9072	10.7.1993	10.7.2014	9
Quark	Hungary	137 955	1.28.1993	1.28.2013	9,16,42
Quark	Iceland	616	6.25.1993	6.25.2013	9,16
Quark	Ireland	125733	12.19.1988	11.15.2018	9
Quark	Israel	90550/90551/90552	11.3.1995	12.29.2014	9,16,42
Quark	Italy	663765	11.30.1995	11.30.2015	9,16
Quark	Lebanon	83729	5.27.2000	5.27.2015	9
Quark	Malaysia	96005551	5.25.1996	5.25.2013	9
Quark	Mexico	506229	9.29.1995	4.20.2013	9
Quark	Morocco	9956	1.25.1994	1.25.2014	9,16
Quark	N. Zealand	226625	4.29.1996	4.29.2014	9
Quark	Norway	162 246	4.21.1994	4.21.2014	9
Quark	Poland	95333	9.19.1997	4.27.2013	9,16,42
Quark	Portugal	291404	7.20.1994	7.20.2014	9
Quark	Republic of Yemen	47217	1.23.2004	1.23.2014	9
Quark	Romania	75958	9.1.1994	8.5.2015	9

Quark	Russia Federation	145892	9.16.1996	6.29.2014	9, 16
Quark	Saudia Arabia	331/35	4.26.1994	9.13.2013	9
Quark	Singapore	T93/00809E; T93/00810I; T93/00811G	2.5.1993	2.5.2013	9,16,42
Quark	Slovak Republic	172346	5.24.1993	5.24.2013	9,16,42
Quark	S. Africa	93/12133	12.21.1993	12.21.2013	9
Quark	S. Korea	294835	7.28.1994	6.28.2014	39
Quark					
Quark	Switzerland	408669	4.1.1993	4.1.2013	9
Quark	Taiwan	609093	8.15.1993	8.15.2013	72
Quark	Taiwan - Chinese Characters	623094	11.30.1993	11.30.2013	72
Quark	Turkey	143901	6.21.1993	6.21.2013	9
Quark	U.K.	1327253	11.11.1994	11.18.2014	9
Quark	U.S.	2168109	6.23.1998	6.23.2018	9
Quark	U.S.	1532755	4.4.1989	4.4.2019	9

QuarkXPress	Argentina	2209517	1.17.2008	1.17.2018	9
QuarkXPress	Australia	612637	9.29.1993	9.29.2013	9
QuarkXPress	Austria	152.73	5.25.1994	5.25.2014	9,16,42
QuarkXPress	Benelux	524284	1.12.1993	1.12.2013	9,16,42
QuarkXPress	Canada	TMA356,458	5.26.1989	5.26.2019	
QuarkXPress	Chile	782246	3.15.2007	3.15.2017	9
QuarkXPress	Chile	782247	3.15.2007	3.15.2017	42
QuarkXPress	China-ROC	4965514	9.28.2008	9.27.2018	9
QuarkXPress	Columbia	18989	6.27.2007	6.27.2017	9
QuarkXPress	Columbia	18990	6.27.2007	6.27.2017	16
QuarkXPress	Costa Rica	167743	5.28.2007	5.28.2017	9
QuarkXPress	Costa Rica	167742	5.28.2007	5.28.2017	16
QuarkXPress	Czech Republic	181341	5.13.1993	5.13.2013	9,16,42
QuarkXPress	Denmark	VR 1995 07239	10.27.1995	10.27.2015	42
QuarkXPress	Denmark	VR 2005 04690	11.24.2005	11.24.2015	9,42
QuarkXPress	Ecuador	6506-07	10.26.2007	8.2.2017	9
QuarkXPress	Ecuador	6505-07	10.26.2007	8.2.2017	16
QuarkXPress					
QuarkXPress	Finland	133003	7.20.1994	7.20.2014	9,16
QuarkXPress	France	93456895	2.25.1993	2.22.2013	9,16,28,42
QuarkXPress	Germany	2069626	2.28.1991	2.28.2021	9,16
QuarkXPress					
QuarkXPress	Hong Kong	9071	10.7.1993	7.10.2014	9
QuarkXPress	Hungary	137 954	1.13.1993	1.28.2013	9,16,42
QuarkXPress					
QuarkXPress	Japan	4903113	10.21.2005	10.21.2015	9
QuarkXPress	Lebanon	83730	5.27.200	5.27.2015	9

QuarkXPress	Mexico	506230	4.20.1993	4.20.2013	9
QuarkXPress	Norway	165.407	11.10.1994	11.10.2014	9
QuarkXPress	Panama	156630 01; 156632 01	11.9.2006	11.9.2016	9, 16
QuarkXPress	Peru	123997	1.26.2007	1.26.2017	9
QuarkXPress	Peru	123996	1.26.2007	1.26.2017	16
QuarkXPress	Poland	95334	9.19.1997	4.27.2013	9,16
QuarkXPress	Slovak Republic	172347	3.3.1994	5.24.2013	9,16,42
QuarkXPress	South Korea	292653	6.30.1994	6.30.2014	9
QuarkXPress					
QuarkXPress	Spain	M1781878	9.29.1993	9.29.2013	9
QuarkXPress	Switzerland	408669	4.1.1993	4.1.2013	9
QuarkXPress	Taiwan	609100	8.15.1993	8.15.2013	72
QuarkXPress	Thailand	KOR270519	2.9.2006	2.8.2016	9
QuarkXPress	United Kingdom	1523557	1.7.1993	1.7.2020	9
QuarkXPress	United States	1532754	4.4.1989	4.4.2019	9

QuarkXPress	Uruguay	374477	12.7.2007	12.7.2017	9
QuarkXPress	Uruguay	374944	12.21.2007	12.21.2017	16
QuarkXPress	CTM	9733387	2.14.2011	2.14.2021	9, 42

Quark Publishing System	United States	1,856,132	9.27.1994	9.27.2014	9
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Quark logo (eye)	CTM	6,001,481	5.22.2008	6.14.2017	9, 42
Quark logo (eye)	India				9, 42
Quark logo (eye)	Japan	5,132,143	4.25.2008	4.25.2018	9, 42
Quark logo (eye)	Mexico	1,008,962	10.29.2007	7.2.2017	9
Quark logo (eye)	Mexico	1,019,842	1.18.2008	7.2.2017	42
Quark logo (eye)	Singapore	T0713202J	9.28.2007	6.14.2017	9
Quark logo (eye)	Singapore	T0713203I	9.21.2007	6.14.2017	42
Quark logo (eye)	South Korea	23,574	6.17.2008	6.17.2018	9, 42
Quark logo (eye)	Switzerland	562 656	9.25.2007	6.13.2017	9, 42
Quark logo (eye)	United States	3,413,116	4.15.2008	4.15.2018	16
Quark logo (eye)	Canada	750,311	10.15.09	10.15.24	Software & services
Quark logo (eye)	Argentina	2,209,518	1.17.2008	1.17.2018	9
Quark logo (eye)	Argentina	2,197,308	11.22.2007	11.22.2017	16
Quark logo (eye)	Argentina	2,197,309	11.22.2007	11.22.2017	42
Quark logo (eye)	Chile	788,089	5.24.2007	5.24.2017	9
Quark logo (eye)	Chile	788,084	5.24.2007	5.24.2017	16
Quark logo (eye)					
Quark logo (eye)	Costa Rica	167,741	5.28.2007	5.28.2017	9
Quark logo (eye)	Costa Rica	167,932	5.29.2007	5.29.2017	16

Quark logo (eye)	Costa Rica	167,646	5.25.2007	5.25.2017	42
Quark logo (eye)	Ecuador	145,331	12.17.2007		9
Quark logo (eye)	Ecuador	145,332	12.17.2007		16
Quark logo (eye)	Ecuador	157,887	2.14.2008		42
Quark logo (eye)	Panama	15,480,501	6.7.2007	9.29.2016	16
Quark logo (eye)	Panama	15,480,401	6.7.2007	9.29.2016	9
Quark logo (eye)	Panama	15,480,601	6.7.2007	9.29.2016	42
Quark logo (eye)	Peru	124722	2.16.2007	2.16.2017	9
Quark logo (eye)	Peru	124723	2.16.2007	2.16.2007	16
Quark logo (eye)	Peru	45269	2.16.2007	2.16.2017	42
Quark logo (eye)	United States	3,420,294	4.29.2008	4.29.2018	9 & 42
Quark logo (eye)	Uruguay	374474	12.7.2007	12.7.2017	9
Quark logo (eye)	Uruguay	374475	12.7.2007	12.7.2017	16
Quark logo (eye)	Uruguay	374476	12.7.2007	12.7.2017	42

GLUON

ADFLOW	United States	3760600	3.30.2010	3.30.2020	9
JOBCAPTURE	United States	2,885,095	9.14.2004	9.14.2014	9
GLUON	United States	2,282,980	10.15.1999	10.15.2019	9
CAPTUREWORKS	United States	2,887,564	9.21.2004	9.21.2014	9
JOBCENTRAL	United States	3,243,023	5.15.2007	5.15.2017	9
JOBLAUNCHER	United States	3320285	10.23.2007	10.23.2017	9

Active trademarks are in the process of having registrations transferred from Quark, Inc. to Quark Software, Inc.