

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530527

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CASCADE BIDCO CORP.,		07/02/2019	Corporation: CANADA
COREL INC.		07/02/2019	Corporation: DELAWARE
CLEARSLIDE INC.		07/02/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CANTOR FITZGERALD SECURITIES
Street Address:	900 West Trade Street
Internal Address:	Suite 275
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	General Partnership: NEW YORK

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	2442271	AUTHORSCRIPT
Registration Number:	2938198	AUTHORSCRIPT
Registration Number:	3751043	
Registration Number:	4449662	
Registration Number:	5146089	BIG ZIPPER
Registration Number:	2943736	CINEPLAYER
Registration Number:	3937478	CLEARSLIDE
Registration Number:	4896153	CLEARSLIDE INSIGHTS
Registration Number:	4793435	CLEARSLIDE INSIGHTS
Registration Number:	2388068	COOL 3D
Registration Number:	2025331	COREL
Registration Number:	1437844	COREL
Registration Number:	2778966	COREL
Registration Number:	2916880	COREL DESIGNER
Registration Number:	3838410	COREL DVD MOVIEFACTORY
Registration Number:	1904151	CORELDRAW

CH \$1515.00 2442271

Property Type	Number	Word Mark
Registration Number:	2262008	DAZZLE
Registration Number:	2272182	DAZZLE
Registration Number:	2369815	EASY CD CREATOR
Registration Number:	1841244	KPT
Registration Number:	4480654	LOVE YOUR COMPUTER AGAIN
Registration Number:	4593877	M
Registration Number:	2733790	MINDJET
Registration Number:	2539958	MINDMANAGER
Registration Number:	2623300	MYDVD
Registration Number:	1767289	NATURAL-MEDIA
Registration Number:	4204529	PAINTER
Registration Number:	4093923	PAINTSHOP
Registration Number:	3759998	PAINTSHOP PHOTO
Registration Number:	1385031	PARADOX
Registration Number:	2355731	PHOTO EXPRESS
Registration Number:	2054297	PHOTOSUITE
Registration Number:	3215756	
Registration Number:	3652670	QFLIX
Registration Number:	3655944	QFLIX
Registration Number:	1893948	QUATTRO PRO
Registration Number:	3955515	REVIVERSOFT
Registration Number:	2616676	ROXIO
Registration Number:	3640046	ROXIO CREATOR
Registration Number:	2471889	TOAST
Registration Number:	2815572	VIDEOWAVE
Registration Number:	2344980	
Registration Number:	3147857	
Registration Number:	2338057	WINDVD
Registration Number:	1793481	WINZIP
Registration Number:	2349714	WINZIP
Registration Number:	3882409	WORDPERFECT
Registration Number:	1394667	WORDPERFECT
Registration Number:	4350807	ZIPSEND
Registration Number:	4350806	ZIPSHARE
Registration Number:	2246877	COREL VENTURA
Registration Number:	3593209	PHOTOSHOWTV
Registration Number:	2179486	CD SPIN DOCTOR
Registration Number:	2231737	PHOTOIMPACT

Property Type	Number	Word Mark
Registration Number:	2137686	ULEAD PHOTOIMPACT
Registration Number:	2033239	MEDIASTUDIO
Registration Number:	2116577	MEDIASTUDIO PRO
Registration Number:	2229678	VIDEOSTUDIO
Registration Number:	1944490	ULEAD
Registration Number:	2168196	VIDEOWAVE

CORRESPONDENCE DATA

Fax Number: 3128622200
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: 3128623837
Email: raza.siddiqui@kirkland.com
Correspondent Name: Raza Siddiqui
Address Line 1: 300 N. Lasalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22024-302
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	07/03/2019

Total Attachments: 7
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GRANT OF
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of July 2, 2019, is made by CASCADE BIDCO CORP., a British Columbia corporation, COREL INC., a Delaware corporation and CLEARSLIDE INC., a Delaware corporation (each, a "Grantor"), in favor of CANTOR FITZGERALD SECURITIES, as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of July 2, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among COREL INC., a Delaware corporation (the "U.S. Borrower"), Cascade Bidco Corp., a British Columbia corporation (the "Canadian Borrower" and together with the U.S. Borrower, the "Borrowers"), each of the Subsidiaries listed on the signature pages hereto or that becomes a party hereto pursuant to Section 8.14 (each such entity being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"), and CANTOR FITZGERALD SECURITIES (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien U.S. Security Agreement, dated as of July 2, 2019 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CASCADE BIDCO CORP.,
as successor in interest of Corel Corporation,
as of the date hereof

as the Grantor

By:  _____
Name: John Park
Title: Authorized Officer

COREL INC.
CLEARSLIDE, INC.,
each as the Grantor

By: _____
Name: Brad Jewett
Title: Chief Financial Officer

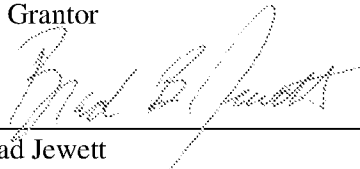
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CASCADE BIDCO CORP.,
as successor in interest of Corel Corporation,
as of the date hereof


as the Grantor

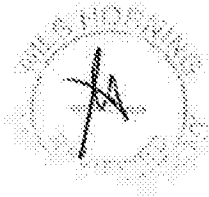
By: _____
Name: John Park
Title: Authorized Officer

COREL INC.
CLEARSLIDE, INC.,
each as the Grantor

By:  _____
Name: Brad Jewett
Title: Chief Financial Officer

CANTOR FITZGERALD SECURITIES
as the Collateral Agent

By: 
Name: James Buccola
Title: Head of Fixed Income



[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]

(cont)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Appln Date	Appln No.	Reg. Date	Reg. No.	Owner
AUTHORSCRIPT	10-Apr-01	75/844,740	10-Apr-01	2,442,271	Corel Corporation
AUTHORSCRIPT	05-Apr-05	78/392,511	05-Apr-05	2,938,198	Corel Corporation
BALLOON Design	06-Dec-07	77/345,940	23-Feb-10	3,751,043	Corel Corporation
BALLOON Design	15-Mar-11	85/268,223	17-Dec-13	4,449,662	Corel Corporation
BIG ZIPPER	13-Jul-16	87/102,238	21-Feb-17	5,146,089	Corel Corporation
CINEPLAYER	26-Apr-05	78/329,106	26-Apr-05	2,943,736	Corel Corporation
CLEARSLIDE	23-Jul-10	85/091,966	29-Mar-11	3,937,478	ClearSlide Inc.
CLEARSLIDE INSIGHTS	24-Apr-14	86/261,734	02-Feb-16	4,896,153	ClearSlide Inc.
CLEARSLIDE INSIGHTS	08-Oct-14	86/417,751	18-Aug-15	4,793,435	ClearSlide Inc.
COOL-3D	31-Jan-97	75/234,314	19-Sep-00	2,388,068	Corel Corporation
COREL	10-Nov-95	75/017,925	24-Dec-96	2,025,331	Corel Corporation
COREL	19-May-86	73/599,755	28-Apr-87	1,437,844	Corel Corporation
COREL & Design	17-Jul-01	76/286,632	04-Nov-03	2,778,966	Corel Corporation
COREL DESIGNER	01-Apr-02	76/389,000	11-Jan-05	2,916,880	Corel Corporation
COREL DVD MOVIEFACTORY	19-May-08	77/478,143	24-Aug-10	3,838,410	Corel Corporation
CORELDRAW	03-Sep-93	74/431,700	11-Jul-95	1,904,151	Corel Corporation
DAZZLE	20-Jul-99	75/321,237	20-Jul-99	2,262,008	Corel Corporation
DAZZLE	24-Aug-99	75/520,996	24-Aug-99	2,272,182	Corel Corporation
EASY CD CREATOR	25-Jul-00	75/451,475	25-Jul-00	2,369,815	Corel Corporation
KPT	23-Nov-92	74/334,026	21-Jun-94	1,841,244	Corel Corporation
LOVE YOUR COMPUTER AGAIN DESIGN	11-Feb-14	85/968,695	11-Feb-14	4,480,654	Corel Corporation
M DESIGN	07-May-13	85/925,760	08-Oct-13	4,593,877	Corel Corporation
MINDJET	04-Oct-00	76/142,498	08-Jul-03	2,733,790	Corel Corporation
MINDMANAGER	09-Jan-01	76/193,474	19-Feb-02	2,539,958	Corel Corporation
MYDVD	24-Sep-02	76/139,763	24-Sep-02	2,623,300	Corel Corporation
NATURAL-MEDIA	18-Jun-92	74/285,989	27-Apr-93	1,767,289	Corel Corporation
PAINTER	11-Sep-12	85/355,544	11-Sep-12	4,204,529	Corel Corporation
PAINTSHOP	20-Jul-11	85/378,413	31-Jan-12	4,093,923	Corel Corporation
PAINTSHOP PHOTO	30-Jan-09	77/660,128	16-Mar-10	3,759,998	Corel Corporation
PARADOX	19-Feb-85	73/522,755	04-Mar-86	1,385,031	Corel Corporation
PHOTO EXPRESS	07-Oct-97	75/369,314	06-Jun-00	2,355,731	Corel Corporation
PHOTOSUITE	03-Nov-95	75/014,586	22-Apr-97	2,054,297	Corel Corporation
PINWHEEL LOGO (colour)	06-Mar-07	78/883,310	06-Mar-07	3,215,756	Corel Corporation
QFLIX	07-Jul-09	78/713,229	07-Jul-09	3,652,670	Corel Corporation

Trademark	Appln Date	Appln No.	Reg. Date	Reg. No.	Owner
QFLIX (and design)	14-Jul-09	78/748,685	14-Jul-09	3,655,944	Corel Corporation
QUATTRO PRO	11-Jan-93	74/347,150	16-May-95	1,893,948	Corel Corporation
REVIVERSOFT	13-Nov-09	77/872,623	03-May-11	3,955,515	Corel Corporation
ROXIO	11-Aug-00	76/108,418	10-Sep-02	2,616,676	Corel Corporation
ROXIO CREATOR	28-Sep-06	77/010,001	16-Jun-09	3,640,046	Corel Corporation
TOAST	24-Jul-01	75/476,899	24-Jul-01	2,471,889	Corel Corporation
VIDEOWAVE	17-Feb-04	76/421,006	17-Feb-04	2815572	Corel Inc.
WISE AND CABINET DESIGN	28-Dec-98	75/614,073	25-Apr-00	2,344,980	Corel Corporation
WISE ENVELOPE Design	04-Apr-05	78/601,031	26-Sep-06	3,147,857	Corel Corporation
WINDVD	12-Feb-99	75/640,411	04-Apr-00	2,338,057	Corel Corporation
WINZIP	08-Sep-92	74/311,830	21-Sep-93	1,793,481	Corel Corporation
WINZIP (and design with a lightening bolt as the "I" in "zip")	28-Dec-98	78/612,415	16-May-00	2,349,714	Corel Corporation
WordPerfect	08-Jan-10	77/907,719	30-Nov-10	3,882,409	Corel Corporation
WORDPERFECT Design		73/373,968	27-May-86	1,394,667	Corel Corporation
ZIPSEND design	19-Aug-11	85/402,868	11-Jun-13	4,350,807	Corel Corporation
ZIPSHARE	19-Aug-11	85/402,866	11-Jun-13	4,350,806	Corel Corporation
COREL VENTURA	04-Apr-94	74508852	25-May-99	2246877	Corel Corporation
PHOTOSHOWTV	31-May-06	78897249	17-Mar-09	3593209	Corel Corporation
CD SPIN DOCTOR	16-Jan-97	75227032	4-Aug-98	2179486	Corel Corporation
PHOTOIMPACT	7-Oct-97	75369622	16-Mar-99	2231737	Corel Corporation
UNLEAD PHOTOIMPACT	28-Sep-95	74735145	17-Feb-98	2137686	Corel Corporation
MEDIASTUDIO	30-Jun-93	74409194	18-Jun-96	2033239	Corel Corporation
MEDIASTUDIO PRO	6-Feb-95	74630059	25-Nov-97	2116577	Corel Corporation
VIDEOSTUDIO	30-Jun-93	74409149	2-Mar-99	2229678	Corel Corporation
ULEAD	30-Jun-93	74409148	24-Jan-95	1944490	Corel Corporation
VIDEOWAVE	28-Jun-96	75127103	23-Jun-98	2168196	Corel Corporation