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Form PTO-1595
(Rev. 10/02)

RE

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼

102797203

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

COREL CORPORATION, an Ontario corporation

2. Name and address of receiving party(ies)

Name: WELLS FARGO FOOTHILL, INC.

Internal Address: Suite 3000 West

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Street Address: 2450 Colorado Avenue

City: Santa Monica State: CA Zip: 90404

Execution Date: 06/28/2004

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Please see attached Exhibit A.

B. Patent No.(s)

Please see attached Exhibit A.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: FEDERAL RESEARCH CO., LLC

Internal Address:

Attention: Penelope Agodoa

Suite 920

Street Address: 1030 15th Street, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 70

7. Total fee (37 CFR 3.41).....\$ 2800.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kimberley A. Lathrop

Name of Person Signing

Kimberley A. Lathrop
Signature

July 20, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 29

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 015596 FRAME: 0932

EXHIBIT A

List of Patents

COREL CORPORATION PATENTS

Country	Patent No.	Appln. No./Reg. No.	Patent Title	Status	Counsel	Registered in the Name Of
Canada		2,243,816	Method and System for Rendering Brush Strokes with Multiple Nibs	Pending	Gowlings	Corel Corporation
Canada	2,253,163	2,253,163	Image Processing Method and System for Generating a Palette	Issued	Gowlings	Corel Corporation
Canada		2,272,951	Real Time Preview	Pending	Gowlings	Corel Corporation
Canada		2,305,061	Heuristic Method for Adaptive Subdivision of Coon Patches for Rendering	Pending	Gowlings	Corel Corporation
Canada		2,310,945	System and Method for Magnifying and Editing Images	Pending	Gowlings	Corel Corporation
Canada		2,325,589	System and Method for Processing Content Changes of On-Screen Items	Pending	Gowlings	Corel Corporation
Canada		2,347,404	System and Method for Recovering Applications	Pending	Gowlings	Corel Corporation
Canada		2,353,390	System and Method for Colour management of Multiple Colour Devices and Colour Spaces	Pending	Gowlings	Corel Corporation

Canada	2,361,455	Shortcut Key Manager and Method for Managing Shortcut Key Assignment	Pending	Gowlings	Corel Corporation
Canada	2,361,780	Component User Interface Management	Pending	Gowlings	Corel Corporation
Canada	2,361,821	System and Method for Enabling Composition of Rich Webmail Messages	Pending	Gowlings	Corel Corporation
Canada	2,361,940	System and Method for Conveying Merchant Information	Pending	Gowlings	Corel Corporation
Canada	2,372,778	System and Method for Managing Access to Information on a Network	Pending	Gowlings	Corel Corporation
Canada	2,378,117	System and Method for Displaying Window Contents	Pending	Gowlings	Corel Corporation
Canada	2,385,224	Dockable Drop-Down Dialogs	Pending	Gowlings	
Canada	2,393,196	System and Method for Preflighting Documents	Pending	Gowlings	Corel Corporation
Canada	2,404,550	System and Method for Web Services Packaging	Pending	Gowlings	Corel Corporation
Canada	2,404,552	System and Method for Secure Communication	Pending	Gowlings	Corel Corporation
Canada	2,404,602	Web Services Gateway	Pending	Gowlings	Corel Corporation
Canada	2,412,001	System and Method for Manipulating Multiple Clip Items of Data	Pending	Gowlings	Corel Corporation
Canada	2,414,047	System and Method of Extending Scalable Vector Graphics Capabilities	Pending	Gowlings	Corel Corporation

	Canada	2,414,378		System and Method for Controlling User Interface Features of a Web Application	Pending	Gowlings	Corel Corporation
	Canada	2,435,252		System and Method for Creating Mark-Making Tools	Pending	Gowlings	Corel Corporation
	Canada	2,452,427		System and Method for Manipulating a Document Object Model	Pending	Gowlings	Corel Corporation
	Europe	0 603 174	91918095	System and Method for Digital Rendering of Images and Printed Articulation	Issued	Gowlings	Corel Incorporated
	Europe	0 944 870	97947384	Executable Flow Chart	Issued	Gowlings	Corel Incorporated
	Europe	0 951 669	97951564	Graphics System and Method of Having Objects Conformed to a Template	Issued	Gowlings	Corel Incorporated
1	US	5,276,607	07/502,162	Method for Optimal Recalculation	Issued	Gowlings	Corel Corporation Limited
2	US	5,233,685	07/536,972	Method and Apparatus for Integrating Graphical and Textual Character Printing	Issued	Gowlings	Corel Corporation Limited
3	US	5,251,292	07/557,946	Method and Apparatus for an Equation Editor	Issued	Gowlings	Corel Corporation Limited
4	US	5,347,620	07/920,566	System and Method for Digital Rendering of Images and Printed Articulation	Issued	Gowlings	Corel Corporation Limited
5	US	5,652,880	08/299,694	Apparatus and Method for Storing, Retrieving and Presenting Interrelated Data	Issued	Gowlings	Corel Corporation Limited
6	US	5,588,108	08/314,041	System and Method for Generating Graphics Charts	Issued	Gowlings	Corel Incorporated

7	US	5,704,028	08/361,125	Graphics System and Method Having Data Fields & Shape Placement Control	Issued	Gowlings	Corel Incorporated
8	US	5,767,860	08/568,957	Digital Mark-making Method	Issued	Gowlings	Corel Corporation Limited
9	US	5,742,750	08/600,881	System and Method for Automatically Inserting and Deleting an Object in a Graphics Chart	Issued	Gowlings	Corel Incorporated
10	US	5,943,062	08/600,887	System and Method for Automatically Routing a Line to a Graphics Chart	Issued	Gowlings	Corel Incorporated
11	US	5,959,633	08/726,091	Method and System for Producing Graphical Images	Issued	Gowlings	Corel Incorporated
12	US	5,893,105	08/748,092	Executable Flow Chart	Issued	Gowlings	Corel Incorporated
13	US	6,304,272	08/763,163	Graphics System and Method Having Objects Conformed to a Template	Issued	Gowlings	Corel Incorporated
14	US	5,982,383	08/770,978	System and Method for Generating Graphics Charts	Issued	Gowlings	Corel Incorporated
15	US	5,844,558	08/771,017	System and Method for Generating Graphics Charts	Issued	Gowlings	Corel Incorporated
16	US	6,195,664	08/804,487	Method and System for Controlling the Conversion of a File from an Input Format to an Output Format	Issued	Gowlings	Corel Incorporated
17	US	6,057,854	08/901,043	System and Method of Providing Interactive Vector Graphics Over a Network	Issued	Gowlings	Corel Incorporated
18	US	6,148,113	09/018,115	System for Simulating the Depth of Field of an Image in Two Dimensional Space and Method of Operation	Issued	Gowlings	Corel Incorporated

29	US	6,225,996	09/026,572	System and Method for Displaying a Current Value of a Cell	Issued	Gowlings	Corel Incorporated
30	US	6,317,758	09/026,703	Method and System for Detecting and Selectively Correcting Cell Reference Errors	Issued	Gowlings	Corel Incorporated
31	US	6,157,388	09/063,231	System and Method for Automatically Inserting and Deleting an Object in a Graphics Chart	Issued	Gowlings	Corel Incorporated
32	US	6,083,276	09/096,848	Creating and Configuring Component-based Applications Using a Text-based Descriptive	Issued	Gowlings	Corel Incorporated
33	US	6,195,100	09/123,159	Method and System for Rendering Brush Strokes with Multiple Nibs	Issued	Gowlings	Corel Corporation
34	US	6,731,309	09/141,832	Real Time Preview	Issued	Gowlings	Corel Corporation
35	US	6,385,336	09/170,693	Image Processing Method and System for Generating a Palette	Issued	Gowlings	Corel Corporation
36	US	6,253,367	09/195,802	Method and System for Transforming Dynamic Content for Use on the Internet	Issued	Gowlings	Corel Incorporated
37	US	6,396,488	09/226,176	System and Method for Determining a Path in a Graphical Diagram	Issued	Gowlings	Corel Incorporated
38	US	6,549,199	09/272,756	System and Method for Adjusting a Graphical Object	Issued	Gowlings	Corel Incorporated
39	US	6,480,203	09/272,928	System and Method for Processing an Event of a Graphical Object	Issued	Gowlings	Corel Incorporated
3D	US	6,469,715	09/273,170	System and Method for Controlling the Operation of a Graphical Object using a Project	Issued	Gowlings	Corel Incorporated

31	US	6,469,716	09/273,427	System and Method for Processing Data for a Graphical Object	Issued	Gowlings	Corel Incorporated
32	US	6,657,739	09/475,632	Double-sided Printing Configuration Utility	Issued	Gowlings	Corel Corporation
33	US	6,552,732	09/491,065	System and Method of Providing Interactive Vector Graphics Over a Network	Issued	Gowlings	Corel Incorporated
34	US	6,552,725	09/547,935	Heuristic Method for Adaptive Subdivision of Coon Patches for Rendering	Issued	Gowlings	Corel Corporation
35	US	6,633,305	09/596,267	System and Method for Magnifying and Editing Images	Issued	Gowlings	Corel Corporation
36	US		09/657,661	Method and Apparatus for Defining Operations to be Performed During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
37	US		09/658,016	Method and Apparatus for Facilitating Accurate Automated Processing of Data	Pending	Baker Botts	Corel Incorporated
38	US		09/658,163	Method and Apparatus for Manipulating Data During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
39	US		09/658,237	Method and Apparatus for Handling Multiple Tasks During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
40	US		09/658,238	Method and Apparatus for Triggering Automated Data Processing	Pending	Baker Botts	Corel Incorporated
41	US		09/658,239	Method and Apparatus for Preparing a Definition to Control Automated Data Processing	Pending	Baker Botts	Corel Incorporated

45	US	6,651,121	09/658,240	Method and Apparatus for Facilitating Scalability During Automated Data Processing	Issued	Baker Botts	Corel Incorporated
46	US		09/658,258	Method and Apparatus for Obtaining and Storing Data During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
47	US		09/658,298	Method and Apparatus for Communicating During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
48	US		09/658,562	Method and Apparatus for Providing a User Interface that Facilitates Automated Data Processing	Pending	Baker Botts	Corel Incorporated
49	US		09/658,563	Method and Apparatus for Varying Automated Data Processing	Pending	Baker Botts	Corel Incorporated
50	US		09/658,823	Method and Apparatus for Enhancing Reliability of Automated Data Processing	Pending	Baker Botts	Corel Incorporated
51	US		09/658,840	Method and Apparatus for Transferring Data During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
52	US		09/685,162	Method and Apparatus for Saving a Definition for Automated Data Processing	Pending	Baker Botts	Corel Incorporated
53	US		09/711,406	System and Method for Processing Content Changes of On-Screen Items	Pending	Gowlings	Corel Incorporated
54	US		09/711,408	System and Method for Conveying Merchant Information	Pending	Gowlings	Corel Incorporated
55	US		09/711,409	System and Method for Enabling Composition of Rich Webmail Messages	Pending	Gowlings	Corel Incorporated

53	US	09/903,100	System and Method for Recovering Applications	Pending	Gowlings	Corel Corporation
54	US	09/965,237	System and Method for Colour Management of Multiple Colour Devices and Colour Spaces	Pending	Gowlings	Corel Corporation
55	US	10/039,485	Shortcut Key Manager and Method for Managing Shortcut Key Assignment	Pending	Gowlings	Corel Corporation
56	US	10/039,486	Component User Interface Management	Pending	Gowlings	Corel Corporation
57	US	10/118,190	System and Method for Managing Access to Information on a Network	Pending	Gowlings	Corel Corporation
58	US	10/119,278	System and Method for Displaying Window Contents	Pending	Gowlings	Corel Corporation
59	US	10/200,373	Dockable Drop-Down Dialogs	Pending	Gowlings	Corel Corporation
60	US	10/217,898	System and Method for Preflighting Documents	Pending	Gowlings	Corel Corporation
61	US	10/252,871	Web Services Gateway	Pending	Gowlings	Corel Corporation
62	US	10/252,872	System and Method for Secure Communication	Pending	Gowlings	Corel Corporation
63	US	10/252,897	System and Method for Web Services Packaging	Pending	Gowlings	Corel Corporation
64	US	10/303,399	System and Method for Manipulating Multiple Clip Items of Data	Pending	Gowlings	Corel Corporation
65	US	10/407,963	System and Method for Creating Mark-Making Tools	Pending	Gowlings	Corel Corporation

66	US	10/678,842	System and Method of Extending Scalable Vector Graphics Capabilities	Pending	Gowlings	Corel Corporation
67	US	10/678,846	System and Method for Manipulating a Document Object Model	Pending	Gowlings	Corel Corporation
68	US	10/679,181	System and Method for Controlling User Interface Features of a Web Application	Pending	Gowlings	Corel Corporation
69	US	60/246,945	Method and Apparatus for Processing Data	Pending	Baker Botts	Corel Incorporated
70	US	60/324,191	Web Services Infrastructure	Pending	Gowlings	Corel Corporation
tbd		tbd	XBRL Viewing Tool	Not filed		Corel Corporation
tbd		tbd	Grafigo	Not filed		Corel Corporation
tbd		tbd	Transformation Compiler for Conversion of a Procedural Based Language to a Functional Based Language	Not filed		Corel Corporation
tbd		tbd	dXML: An XML Based, Self-Referencing Procedural Language	Not filed		Corel Corporation
tbd		tbd	Dynamic Creation of Schemas Based on Usage Within an XML Based Language	Not filed		Corel Corporation
tbd		tbd	Compositing of SVG Documents	Not filed		Corel Corporation
tbd		tbd	Real-Time Templatzation using Templatzing Schemas	Not filed		Corel Corporation

US	tbd	Sketch Recognition and Enhancement	Not filed	Gowlings	Corel Corporation
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Gowling Lafleur Henderson LLP, 2600-160 Elgin Street, Ottawa
ON, K1P 1C3, CANADA

Baker Botts LLP, 2001 Ross Avenue, Dallas TX 75201-2980,
USA

**AMENDED AND RESTATED
SECURITY AGREEMENT - PATENTS**

THIS AMENDED AND RESTATED SECURITY AGREEMENT – PATENTS (this “Security Agreement”) dated June 28, 2004, between **COREL CORPORATION**, an Ontario corporation, with its chief executive office located at 1600 Carling Avenue, Ottawa, Ontario, Canada K1Z8R7 (“Pledgor”), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, in its capacity as the Agent (as defined herein) for the Lenders (as defined herein) (in such capacity, “Pledgee”), with an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404. Initially capitalized terms used herein without definitions shall have the meanings given in the Loan Agreement (as defined herein).

W I T N E S S E T H:

Pursuant to a Loan and Security Agreement, dated as of August 25, 2003 (the “Original Loan Agreement”), entered into by, on the one hand, **WELLS FARGO FOOTHILL, INC.**, a California corporation (“WFF”), and on the other hand, **COREL HOLDINGS, L.P.**, a Cayman Islands limited partnership (“Parent”), **VECTOR CC HOLDINGS III, SRL**, a Barbados entity (“Vector Holdings III”), **VECTOR CC HOLDINGS, SRL**, a Barbados entity (“Vector SRL”), Pledgor, and **COREL INC.**, a Delaware corporation (the “Corel Subsidiary” and together with Parent, Vector Holdings III, Vector SRL and Pledgor, each individually an “Obligor” and collectively the “Obligors”), WFF agreed to make loans to Pledgor in an amount of up to \$17,500,000 for the purposes stated therein.

As of the date hereof, WFF, as the arranger and administrative agent for the Lenders (as defined herein) (in such capacity, the “Agent”) has entered into the First Amended and Restated Loan and Security Agreement of even date herewith, with the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a “Lender” and collectively as the “Lenders”), the Pledgor, and the other Obligors signatory thereto (as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Loan Agreement”), pursuant to which the Original Loan Agreement has been amended and restated in its entirety, to set forth, among other things, (a) the multi-lender structure of the loan facility, (b) the appointment by the Lenders of WFF as Agent for the benefit of the Lenders and (c) the extension of further loans and financial accommodations to Pledgor.

On August 28, 2003, Pledgor, as pledgor, and WFF, as pledgee, entered into a Collateral Assignment of Patents (the “Original Security Agreement”), pursuant to which Pledgor pledged to WFF, and granted to WFF a security interest in, all of Pledgor’s right, title and interest in all of the United States and foreign patents, registrations and applications for the protection of inventions or designs of Pledgor to secure the payment of Pledgor’s obligations under the Original Loan Agreement.

It is a condition precedent to the effectiveness of the amendment and modification of the Original Loan Agreement as contemplated in the Loan Agreement, that the parties hereto amend and restate the Original Security Agreement in its entirety as set forth in this Security Agreement

in order, among other things, to (a) continue the security interest created under the Original Security Agreement with respect to all of Pledgor's right, title and interest in the Collateral (such term being used in this Security Agreement as defined below), (b) reflect that WFF in its capacity as the Agent for the benefit of the Lender Group and the Bank Product Providers, rather than WFF in its capacity as the sole Lender, is the Pledgee, and (c) reflect that the pledge and security interest granted and continued in this Security Agreement secure the full payment and performance of Pledgor's Obligations under the Loan Agreement.

Pledgor owns all right, title, and interest in and to, among other things, all the United States and foreign patents, registrations and applications for the protection of inventions or designs set forth on Exhibit A hereto (the "Patents").

NOW THEREFORE, for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Pledgee and the Lenders to amend and restate the Original Loan Agreement as contemplated in the Loan Agreement, and to continue to make loans and advances to Pledgor, Pledgor hereby grants to Pledgee, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in:

(a) the Patents;

(b) all patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Pledgor, whether based upon, derived from or variations of any invention or designs disclosed in the Patents or otherwise (the "Future Patents");

(c) all extensions, renewals, and continuations, re-issues, divisions, and continuations-in-part of the Patents and Future Patents;

(d) all rights to sue for past, present and future infringements of the Patents and Future Patents;

(e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Patents and Future Patents;

(f) all licenses and other agreements and all fees, rents, royalties, proceeds or monies thereunder, relating to the Patents and Future Patents and the use thereof; and

(g) all trademarks, trademark registrations, trademark registration applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Pledgor's products under, utilizing, or in connection with the Patents and Future Patents and all goodwill connected with, symbolized by or related to the foregoing.

All of the foregoing items set forth in clauses (a) through (g) are hereinafter referred to collectively as the "Collateral."

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Security Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Neither Pledgee nor any Lender or Bank Product Provider shall have any obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Security Agreement or any payment received by Pledgee or any Lender or Bank Product Provider relating to the Collateral, nor shall Pledgee or any Lender or Bank Product Provider be required to perform any covenant, duty or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Pledgor represents and warrants to Pledgee that:

(a) Pledgor is the registered owner of, and no adverse claims have been made with respect to its title to or the validity of, the Collateral;

(b) the Patents are subsisting and no part thereof has been adjudicated invalid or unenforceable, in whole or in part; each Patent is, to its best knowledge, valid and, if granted and registered, enforceable;

(c) the Patents are the only patents in which Pledgor has any or all right, title and interest; none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, license (by Pledgor as licensor) or encumbrance, except Pledgee's security interest and Permitted Liens (as defined in the Loan Agreement);

(d) when this Security Agreement is filed in the United States Patent and Trademark Office and Pledgee has taken the other actions contemplated in this Security Agreement and by the other Loan Documents (hereinafter used as defined in the Loan Agreement), including without limitation the filing of appropriate financing statements on Form UCC-1 and Form UCC-3 in the appropriate filing offices, as contemplated by the Loan Agreement, this Security Agreement will create, as permitted under applicable law, a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest; and

(e) notwithstanding that the title of the Original Security Agreement is "Collateral Assignment of Patents," the Original Security Agreement has always been, and this Security Agreement is, a security agreement creating a security interest in the collateral described therein and herein, respectively.

3. Covenants. Pledgor will maintain and renew all items of Collateral, and will defend the Collateral against the claims of all persons; provided, however, that Pledgor will not be required to maintain any Collateral which no longer has any economic value or as otherwise permitted in the Loan Agreement. If, before the Obligations have been satisfied in full and the Loan Documents have been terminated, Pledgor shall obtain rights to or be licensed to use any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent,

or any improvement on any Patent, the provisions of Section 1 hereof shall automatically apply thereto and Pledgor shall give Pledgee prompt notice thereof in writing.

4. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon an Event of Default under and as defined in the Loan Documents (an "Event of Default"), Pledgee hereby grants to Pledgor the exclusive non-transferable right and license to use the Collateral and make, use and sell the inventions disclosed and claimed in the Patents and Future Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Documents and this Security Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Loan Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee or any Lender or Bank Product Provider. Pledgee in such event may collect directly any payments due to Pledgor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Documents. Pledgor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents and Future Patents. In the event Pledgor fails or refuses to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor's behalf. Notwithstanding any provision hereof to the contrary, during the continuation of an Event of Default, Pledgor may sell any merchandise incorporating or utilizing the Patents and Future Patents in the ordinary course of its business and in a manner consistent with its past practices until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to Pledgor's inventory under the Loan Documents or any other agreement now or hereafter in effect.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Documents or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Security Agreement may not be modified, supplemented or amended, or any of its provisions waived, without the prior written consent of Pledgee. On the first Business Day of each fiscal quarter following the Closing Date, Pledgor hereby authorizes Pledgee to modify this Security Agreement by amending Exhibit A hereto to include any Future Patents or additional licenses.

8. Waiver of Rights. No course of dealing between the parties to this Security Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other party and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any

other party. No waiver by Pledgee or any Lender or Bank Product Provider of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Security Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and shall inure to the benefit of the Lenders and their respective successors and assigns; provided, however, that no interest herein may be assigned by Pledgor without the prior written consent of Pledgee; and provided, further, that Pledgee may assign the rights and benefits hereof as permitted by the Loan Agreement.

10. Further Acts. Until all of the Obligations shall have been paid in full in cash and the Commitments shall have been terminated, Pledgor authorizes Pledgee to execute any such Additional Documents in Pledgor's name and authorizes Pledgee to file such executed Additional Documents in any appropriate filing office. In addition, on such periodic basis as Pledgee shall reasonably require, Pledgor shall (i) provide Pledgee with a report of all new material patentable, acquired or generated by Pledgor during the prior period, (ii) apply to register all new material patentable materials acquired or generated by Pledgor, and (iii) on the first Business Day of each fiscal quarter following the Closing Date, cause to be prepared, executed, and delivered to Pledgee supplemental schedules to this Security Agreement to identify such patents as being subject to the security interests created hereunder.

11. Enforcement. Upon an Event of Default which is continuing, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name (for the benefit of the Lender Group and the Bank Product Providers) to enforce the Patents and Future Patents and any license thereunder, in which event Pledgor shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee, each Lender, each Bank Product Provider and their respective agents for all reasonable costs and expenses incurred by such person in the exercise of their rights under this Section 11.

12. Re-Assignment. At such time as Pledgor shall completely satisfy all of the Obligations and the Commitments shall have been terminated, Pledgee will execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or desirable to re-vest Pledgor with full title to the Patents and Future Patents free and clear of Pledgee's lien, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

13. Severability. If any clause or provision of this Security Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

14. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Security Agreement shall be given in the manner prescribed by the Loan Documents.

15. Governing Law. This Security Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America

applicable to patents and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Security Agreement shall be tried and litigated only in the state and federal courts located in the Borough of Manhattan, City of New York, State of New York, whichever Pledgee may elect (except that Pledgee shall have the right to bring any action or proceeding against Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Pledgor or its property). PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS SECURITY AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 15.

16. Counterparts, etc. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Security Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Security Agreement. Any party delivering an executed counterpart of this Security Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Security Agreement.


17. Supplement. This Security Agreement is a supplement to, and is hereby incorporated into, the Loan Documents and made a part thereof.

18. Amendment and Restatement. The Original Security Agreement is hereby amended and restated in its entirety to read as set forth in this Security Agreement, and this Security Agreement continues the security interest created under the Original Security Agreement with respect to all of Pledgor's right, title and interest in the Collateral. The execution of this Security Agreement shall not operate as a waiver of any right, power or remedy of Agent or any Lender nor constitute a waiver of any provision of the Loan Documents or a novation of any of the Obligations.

IN WITNESS WHEREOF, the parties have entered into this Security Agreement as of the date first above written.

PLEDGOR

COREL CORPORATION

By: 
Title: Authorized Signatory

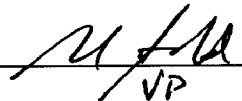
S-1

Amended and Restated Patent Security Agreement - Borrower

PATENT
REEL: 015596 FRAME: 0949

PLEDGEE

WELLS FARGO FOOTHILL, INC.,
as Agent

By: 
Title: VP

S-2

Amended and Restated Patent Security Agreement - Borrower

PATENT
REEL: 015596 FRAME: 0950

EXHIBIT A

List of Patents

COREL CORPORATION PATENTS

Country	Patent No.	Appln. No./Reg. No.	Patent Title	Status	Counsel	Registered in the Name Of
Canada		2,243,816	Method and System for Rendering Brush Strokes with Multiple Nibs	Pending	Gowlings	Corel Corporation
Canada	2,253,163	2,253,163	Image Processing Method and System for Generating a Palette	Issued	Gowlings	Corel Corporation
Canada		2,272,951	Real Time Preview	Pending	Gowlings	Corel Corporation
Canada		2,305,061	Heuristic Method for Adaptive Subdivision of Coon Patches for Rendering	Pending	Gowlings	Corel Corporation
Canada		2,310,945	System and Method for Magnifying and Editing Images	Pending	Gowlings	Corel Corporation
Canada		2,325,589	System and Method for Processing Content Changes of On-Screen Items	Pending	Gowlings	Corel Corporation
Canada		2,347,404	System and Method for Recovering Applications	Pending	Gowlings	Corel Corporation
Canada		2,353,390	System and Method for Colour management of Multiple Colour Devices and Colour Spaces	Pending	Gowlings	Corel Corporation

Canada	2,361,455	Shortcut Key Manager and Method for Managing Shortcut Key Assignment	Pending	Gowlings	Corel Corporation
Canada	2,361,780	Component User Interface Management	Pending	Gowlings	Corel Corporation
Canada	2,361,821	System and Method for Enabling Composition of Rich Webmail Messages	Pending	Gowlings	Corel Corporation
Canada	2,361,940	System and Method for Conveying Merchant Information	Pending	Gowlings	Corel Corporation
Canada	2,372,778	System and Method for Managing Access to Information on a Network	Pending	Gowlings	Corel Corporation
Canada	2,378,117	System and Method for Displaying Window Contents	Pending	Gowlings	Corel Corporation
Canada	2,385,224	Dockable Drop-Down Dialogs	Pending	Gowlings	
Canada	2,393,196	System and Method for Preflighting Documents	Pending	Gowlings	Corel Corporation
Canada	2,404,550	System and Method for Web Services Packaging	Pending	Gowlings	Corel Corporation
Canada	2,404,552	System and Method for Secure Communication	Pending	Gowlings	Corel Corporation
Canada	2,404,602	Web Services Gateway	Pending	Gowlings	Corel Corporation
Canada	2,412,001	System and Method for Manipulating Multiple Clip Items of Data	Pending	Gowlings	Corel Corporation
Canada	2,414,047	System and Method of Extending Scalable Vector Graphics Capabilities	Pending	Gowlings	Corel Corporation

Canada		2,414,378	System and Method for Controlling User Interface Features of a Web Application	Pending	Gowlings	Corel Corporation
Canada		2,435,252	System and Method for Creating Mark-Making Tools	Pending	Gowlings	Corel Corporation
Canada		2,452,427	System and Method for Manipulating a Document Object Model	Pending	Gowlings	Corel Corporation
Europe	0 603 174	91918095	System and Method for Digital Rendering of Images and Printed Articulation	Issued	Gowlings	Corel Incorporated
Europe	0 944 870	97947384	Executable Flow Chart	Issued	Gowlings	Corel Incorporated
Europe	0 951 669	97951564	Graphics System and Method of Having Objects Conformed to a Template	Issued	Gowlings	Corel Incorporated
US	5,276,607	07/502,162	Method for Optimal Recalculation	Issued	Gowlings	Corel Corporation Limited
US	5,233,685	07/536,972	Method and Apparatus for Integrating Graphical and Textual Character Printing	Issued	Gowlings	Corel Corporation Limited
US	5,251,292	07/557,946	Method and Apparatus for an Equation Editor	Issued	Gowlings	Corel Corporation Limited
US	5,347,620	07/920,566	System and Method for Digital Rendering of Images and Printed Articulation	Issued	Gowlings	Corel Corporation Limited
US	5,652,880	08/299,694	Apparatus and Method for Storing, Retrieving and Presenting Interrelated Data	Issued	Gowlings	Corel Corporation Limited
US	5,588,108	08/314,041	System and Method for Generating Graphics Charts	Issued	Gowlings	Corel Incorporated

US	5,704,028	08/361,125	Graphics System and Method Having Data Fields & Shape Placement Control	Issued	Gowlings	Corel Incorporated
US	5,767,860	08/568,957	Digital Mark-making Method	Issued	Gowlings	Corel Corporation Limited
US	5,742,750	08/600,881	System and Method for Automatically Inserting and Deleting an Object in a Graphics Chart	Issued	Gowlings	Corel Incorporated
US	5,943,062	08/600,887	System and Method for Automatically Routing a Line to a Graphics Chart	Issued	Gowlings	Corel Incorporated
US	5,959,633	08/726,091	Method and System for Producing Graphical Images	Issued	Gowlings	Corel Incorporated
US	5,893,105	08/748,092	Executable Flow Chart	Issued	Gowlings	Corel Incorporated
US	6,304,272	08/763,163	Graphics System and Method Having Objects Conformed to a Template	Issued	Gowlings	Corel Incorporated
US	5,982,383	08/770,978	System and Method for Generating Graphics Charts	Issued	Gowlings	Corel Incorporated
US	5,844,558	08/771,017	System and Method for Generating Graphics Charts	Issued	Gowlings	Corel Incorporated
US	6,195,664	08/804,487	Method and System for Controlling the Conversion of a File from an Input Format to an Output Format	Issued	Gowlings	Corel Incorporated
US	6,057,854	08/901,043	System and Method of Providing Interactive Vector Graphics Over a Network	Issued	Gowlings	Corel Incorporated
US	6,148,113	09/018,115	System for Simulating the Depth of Field of an Image in Two Dimensional Space and Method of Operation	Issued	Gowlings	Corel Incorporated

US	6,225,996	09/026,572	System and Method for Displaying a Current Value of a Cell	Issued	Gowlings	Corel Incorporated
US	6,317,758	09/026,703	Method and System for Detecting and Selectively Correcting Cell Reference Errors	Issued	Gowlings	Corel Incorporated
US	6,157,388	09/063,231	System and Method for Automatically Inserting and Deleting an Object in a Graphics Chart	Issued	Gowlings	Corel Incorporated
US	6,083,276	09/096,848	Creating and Configuring Component-based Applications Using a Text-based Descriptive	Issued	Gowlings	Corel Incorporated
US	6,195,100	09/123,159	Method and System for Rendering Brush Strokes with Multiple Nibs	Issued	Gowlings	Corel Corporation
US	6,731,309	09/141,832	Real Time Preview	Issued	Gowlings	Corel Corporation
US	6,385,336	09/170,693	Image Processing Method and System for Generating a Palette	Issued	Gowlings	Corel Corporation
US	6,253,367	09/195,802	Method and System for Transforming Dynamic Content for Use on the Internet	Issued	Gowlings	Corel Incorporated
US	6,396,488	09/226,176	System and Method for Determining a Path in a Graphical Diagram	Issued	Gowlings	Corel Incorporated
US	6,549,199	09/272,756	System and Method for Adjusting a Graphical Object	Issued	Gowlings	Corel Incorporated
US	6,480,203	09/272,928	System and Method for Processing an Event of a Graphical Object	Issued	Gowlings	Corel Incorporated
US	6,469,715	09/273,170	System and Method for Controlling the Operation of a Graphical Object using a Project	Issued	Gowlings	Corel Incorporated

US	6,469,716	09/273,427	System and Method for Processing Data for a Graphical Object	Issued	Gowlings	Corel Incorporated
US	6,657,739	09/475,632	Double-sided Printing Configuration Utility	Issued	Gowlings	Corel Corporation
US	6,552,732	09/491,065	System and Method of Providing Interactive Vector Graphics Over a Network	Issued	Gowlings	Corel Incorporated
US	6,552,725	09/547,935	Heuristic Method for Adaptive Subdivision of Coon Patches for Rendering	Issued	Gowlings	Corel Corporation
US	6,633,305	09/596,267	System and Method for Magnifying and Editing Images	Issued	Gowlings	Corel Corporation
US		09/657,661	Method and Apparatus for Defining Operations to be Performed During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/658,016	Method and Apparatus for Facilitating Accurate Automated Processing of Data	Pending	Baker Botts	Corel Incorporated
US		09/658,163	Method and Apparatus for Manipulating Data During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/658,237	Method and Apparatus for Handling Multiple Tasks During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/658,238	Method and Apparatus for Triggering Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/658,239	Method and Apparatus for Preparing a Definition to Control Automated Data Processing	Pending	Baker Botts	Corel Incorporated

US	6,651,121	09/658,240	Method and Apparatus for Facilitating Scalability During Automated Data Processing	Issued	Baker Botts	Corel Incorporated
US		09/658,258	Method and Apparatus for Obtaining and Storing Data During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/658,298	Method and Apparatus for Communicating During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/658,562	Method and Apparatus for Providing a User Interface that Facilitates Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/658,563	Method and Apparatus for Varying Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/658,823	Method and Apparatus for Enhancing Reliability of Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/658,840	Method and Apparatus for Transferring Data During Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/685,162	Method and Apparatus for Saving a Definition for Automated Data Processing	Pending	Baker Botts	Corel Incorporated
US		09/711,406	System and Method for Processing Content Changes of On-Screen Items	Pending	Gowlings	Corel Incorporated
US		09/711,408	System and Method for Conveying Merchant Information	Pending	Gowlings	Corel Incorporated
US		09/711,409	System and Method for Enabling Composition of Rich Webmail Messages	Pending	Gowlings	Corel Incorporated

US	09/903,100	System and Method for Recovering Applications	Pending	Gowlings	Corel Corporation
US	09/965,237	System and Method for Colour Management of Multiple Colour Devices and Colour Spaces	Pending	Gowlings	Corel Corporation
US	10/039,485	Shortcut Key Manager and Method for Managing Shortcut Key Assignment	Pending	Gowlings	Corel Corporation
US	10/039,486	Component User Interface Management	Pending	Gowlings	Corel Corporation
US	10/118,190	System and Method for Managing Access to Information on a Network	Pending	Gowlings	Corel Corporation
US	10/119,278	System and Method for Displaying Window Contents	Pending	Gowlings	Corel Corporation
US	10/200,373	Dockable Drop-Down Dialogs	Pending	Gowlings	Corel Corporation
US	10/217,898	System and Method for Preflighting Documents	Pending	Gowlings	Corel Corporation
US	10/252,871	Web Services Gateway	Pending	Gowlings	Corel Corporation
US	10/252,872	System and Method for Secure Communication	Pending	Gowlings	Corel Corporation
US	10/252,897	System and Method for Web Services Packaging	Pending	Gowlings	Corel Corporation
US	10/303,399	System and Method for Manipulating Multiple Clip Items of Data	Pending	Gowlings	Corel Corporation
US	10/407,963	System and Method for Creating Mark-Making Tools	Pending	Gowlings	Corel Corporation

US	10/678,842	System and Method of Extending Scalable Vector Graphics Capabilities	Pending	Gowlings	Corel Corporation
US	10/678,846	System and Method for Manipulating a Document Object Model	Pending	Gowlings	Corel Corporation
US	10/679,181	System and Method for Controlling User Interface Features of a Web Application	Pending	Gowlings	Corel Corporation
US	60/246,945	Method and Apparatus for Processing Data	Pending	Baker Botts	Corel Incorporated
US	60/324,191	Web Services Infrastructure	Pending	Gowlings	Corel Corporation
tbd	tbd	XBRL Viewing Tool	Not filed		Corel Corporation
tbd	tbd	Grafigo	Not filed		Corel Corporation
tbd	tbd	Transformation Compiler for Conversion of a Procedural Based Language to a Functional Based Language	Not filed		Corel Corporation
tbd	tbd	dXML: An XML Based, Self-Referencing Procedural Language	Not filed		Corel Corporation
tbd	tbd	Dynamic Creation of Schemas Based on Usage Within an XML Based Language	Not filed		Corel Corporation
tbd	tbd	Compositing of SVG Documents	Not filed		Corel Corporation
tbd	tbd	Real-Time Templatization using Templatizing Schemas	Not filed		Corel Corporation

US	tbd	Sketch Recognition and Enhancement	Not filed	Gowlings	Corel Corporation
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