

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5013273

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUARK SOFTWARE, INC.	05/29/2018
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2030 MAIN STREET, SUITE 800
Internal Address:	ATTN: DENNIS REGALADO
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92614
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	5541991
Patent Number:	5907704
Patent Number:	6005560
Patent Number:	6052514
Patent Number:	6081262
Patent Number:	6633666
Patent Number:	6940518
Patent Number:	6947959
Patent Number:	7116843
Patent Number:	7463793
CORRESPONDENCE DATA	
Fax Number:	(858)638-5130
<i>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.</i>	
Phone:	619-699-2700
Email:	susan.reynholds@dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	401 B STREET, SUITE 1700
Address Line 4:	SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER:	MATT SCHWARTZ
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	06/19/2018
Total Attachments: 7 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “**IP Security Agreement**”) is entered into as of May 29, 2018, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION (“**Bank**”), and QUARK SOFTWARE, INC., a Delaware corporation (“**Grantor**”).

RECITALS

Grantor has guaranteed the obligations of Quark Holding Corporation (“**Borrower**”) to Bank under the Credit Agreement, dated as of the date hereof, by and between Bank and Grantor (as amended from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement) and any other agreement between Bank and Borrower pursuant to the Continuing Guaranty, dated as of the date hereof, issued by Grantor in favor of Bank (as amended from time to time (the “**Guaranty**”). Bank is requiring Grantor to grant to Bank a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Guaranty.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty and all other agreements now existing or hereafter arising between Grantor and Bank, including the Third Party Security Agreement, dated as of the date hereof, by and between Grantor and Bank (as amended from time to time, the “**Security Agreement**”), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security.**

(a) To secure its obligations under the Guaranty, the Security Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (including, without limitation, those copyrights, patents and trademarks listed on **Exhibits A, B and C** hereto), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

(b) This security interest is granted in conjunction with the security interest granted to Bank by Grantor pursuant to the Security Agreement). The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for in the Guaranty, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Guaranty, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any other rights, powers or remedies.

(c) Grantor represents and warrants that **Exhibits A, B and C** attached hereto set forth all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. Miscellaneous.

(a) This IP Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(b) This IP Security Agreement shall be governed by and construed in accordance with the laws of California, but giving effect to federal laws applicable to national banks, without reference to the conflicts of law or choice of law principles thereof.

(c) This IP Security Agreement may be amended or modified only in writing signed by Bank and Grantor.

(d) Nothing in this IP Security Agreement, expressed or implied, however, is intended to confer upon any person, other than the parties and their authorized assignees or their successors by operation of law, any rights, remedies, liabilities or obligations under or by reason of this IP Security Agreement, except as expressly provided herein.

[Remainder of Page Intentionally Blank]

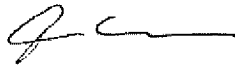
IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1225 17th Street, Suite 2050
Denver, CO 80202
Attn:

QUARK SOFTWARE, INC.

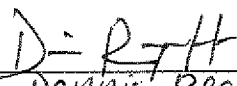
By: 
Name: Richard Campbell
Title: Secretary

BANK:

Address of Bank:

2030 Main Street, Suite 800
Irvine, CA 92614
Attn: Dennis Regalado

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Dennis Regalado
Title: VP

[Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Quark License Administrator 3.2:	TX6059976	10/26/04
Quark License Administrator 3.3:	TX6082964	12/2/04
Quark License Administrator 4.0:	TX6404008	8/18/06
Quark Dynamic Document Server 1.0	TX6127886	10/22/03
Quark Dynamic Document Server 2.0	TX6083006	10/21/04
Quark Dynamic Document Server 3.5	TX6251226	6/10/05
QuarkXPress Server v. 7	TX6492492	12/29/06
QuarkXPress 3.3: Mac	TX3888888	6/22/94
QuarkXPress 3.3: Power Mac	TX4064849	10/11/95
QuarkXPress 3.3: Windows	TX4740944	6/22/94
QuarkXPress 4.0	TX4684063	1/31/04
QuarkXPress 3.3: Korean, Simplified Chinese, Chinese	TX6416661	7/28/06
QuarkXPress 5.0	TX0957409	1/31/07
QuarkXPress 6.0: I.E.	TX6060637	11/10/04
QuarkXPress 6.0: Mac & Windows	TX6060635	11/10/03
QuarkXPress 6.1: I.E.	TX6059098	10/15/04
QuarkXPress 6.1: Mac & Windows	TX6074604	10/13/04
QuarkXPress 6.1: Japanese	TX6055187	10/14/04
QuarkXPress 6.11	TX6074054	10/8/04
QuarkXPress 6.5	TX6082963	12/2/04
QuarkXPress 6.5: Japanese	TX6150999	3/23/05
QuarkXPress 6.5: International Edition	TX6232685	9/15/05
QuarkXPress 7.0	TX6370222	6/8/06
QuarkXPress 7.1	TX6538373	3/21/07
QuarkXPress 8	TX6887263	10/30/08
Quark Publishing System 2.1	TX6243120	11/20/07
Quark Publishing System 3.0	TX6273429	1/27/04
Quark Publishing System 3.5	TX6286360	1/27/06
Binkley	TXu338858	8/18/88

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
QuarkXTensions Package	TX4030704	4/6/95
Quark Interactive Designer 1.0	TX6549018	12/29/06
Quark eStage 3.5	TX6314617	11/30/05

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System for selectively preventing a software program from being operable	5541991	7/30/96
Hierarchical encapsulation of instantiated objects in a multimedia authoring systems	5907704	5/25/99
Multi-media project management and control system	6005560	12/21/99
Distributed publication system with simultaneous separated access to publication data and publication status information	6052514	4/18/00
Method and apparatus for generating multi-media presentations	6081262	6/27/00
Process and system for defining and visually depicting colors from the components of arbitrary color models	6633666	10/14/03
System and method for editing digital images using inductive image generation with cached state-specific image tiles	6940518	9/6/05
Digital media asset management system and process	6947959	9/20/05
Method and system using non-uniform image blocks for rapid interactive viewing of digital images over a network	7116843	10/3/06
Method and system using non-uniform image blocks for rapid interactive viewing of digital image over a network	7463793	12/9/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
None		