

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		06/10/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Daz Productions, Inc.
Street Address:	1350 East Draper Parkway
City:	Draper
State/Country:	UTAH
Postal Code:	84020
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2379795	BRYCE

CORRESPONDENCE DATA	
Fax Number:	(801)364-9127
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(801)530-7411
Email:	phshaphren@cnmlaw.com
Correspondent Name:	Callister Nebeker & McCullough
Address Line 1:	Gateway Tower East, Suite 900
Address Line 2:	10 East South Temple
Address Line 4:	Salt Lake City, UTAH 84133

NAME OF SUBMITTER:	Paul H. Shaphren
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Total Attachments: 4 source=SFXB69#page1.tif source=SFXB69#page2.tif source=SFXB69#page3.tif source=SFXB69#page4.tif

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RELEASE

THIS RELEASE (this "Release"), dated as of June 10, 2004, is executed and delivered by Wells Fargo Foothill, Inc., a California corporation ("Lender"), with reference to the following.

RECITALS

A. Lender, Corel Holdings, L.P., a Cayman Islands limited partnership ("Parent"), Vector CC Holdings III, SRL, a Barbados entity, Vector CC Holdings, SRL, a Barbados entity, Corel Corporation, a corporation formed under the laws of Ontario (by amalgamation of Vector CC Acquisitions Inc., a corporation organized under the laws of Ontario, and Corel Corporation, a corporation continued under the laws of Ontario) ("Borrower"), and Corel Inc., a Delaware corporation, are parties to that certain Loan and Security Agreement, dated as of August 25, 2003 (as amended, supplemented, or modified from time to time, the "Loan Agreement"), pursuant to which Lender has made certain loans and financial accommodations available to Borrower. Terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Borrower has entered into that certain Asset Purchase and Sale Agreement, dated as of ~~May~~ May 11, 2004, by and between Borrower and DAZ Productions, Inc., a Utah corporation ("Buyer"), a copy of which is attached hereto as Exhibit A (the "Purchase Agreement"), pursuant to which Borrower will sell to Buyer the Assets (as defined in the Purchase Agreement) (the "Sale").

C. Borrower has previously granted to Lender a security interest in and lien upon certain of the Assets and, in order to comply with the terms of the Purchase Agreement, Borrower has requested that Lender release its security interest in and lien upon any of the Assets.

D. Lender is willing to release its security interest in and lien upon the Assets on the terms and conditions set forth in this Release.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby agrees as follows:

1. Release. Lender hereby releases its security interest in and liens upon any of the Assets. Concurrently with the execution of this Release, Lender shall execute and deliver to Buyer any documents or agreement reasonably required by Borrower to effectuate the terms of this Release, such documents to be prepared and, if necessary, filed or recorded at the sole cost and expense of Borrower.

2. Conditions. Lender must have received the following items, in form and content acceptable to Lender, before this Release is effective:

(a) Consummation of Acquisition. Evidence that the Sale has been consummated in accordance with the Purchase Agreement.

3. Choice of Law. The validity of this Release, its construction, interpretation and enforcement, the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the internal laws of the State of California governing contracts only to be performed in that State.

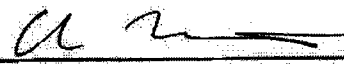
IN WITNESS WHEREOF, the parties have entered into this Release as of the date first above written.

WELLS FARGO FOOTHILL, INC.,
a California corporation


By: 
Name: Michael Ackad
Title: Vice President

ACCEPTED AND AGREED:

COREL HOLDINGS, L.P.,
a Cayman Islands limited partnership

By: 
Title: authorized signatory

VECTOR CC HOLDINGS III, SRL,
a Barbados entity

By: 
Title: authorized signatory

COREL CORPORATION,
an Ontario corporation

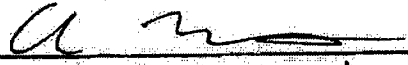
By: 
Title: _____

Randy Eisenbach
Chief Operating Officer


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VECTOR CC HOLDINGS, SRL
a Barbados entity

By: 
Title: authorized signatory

COREL INC.,
a Delaware corporation

By: 
Title: _____

Karen Genge
Assistant Treasurer
Corel Inc.

Exhibit A

**Redacted Exhibit A to show only
Trademark Rights**

Trademark Rights which is comprised of:

COREL CORPORATION COMMON LAW TRADEMARKS

- Bryce® 3D
- Bryce® Lightning

COREL CORPORATION REGISTERED TRADEMARKS

Title	Country	Class	Number	Status	Registered Under the Name Of Corel Corporation (unless otherwise noted)
BRYCE	U.S.A.		2,379,795	Registered	Corel Corporation