

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley & Company Incorporated		12/12/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
Internal Address:	15th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	76347781	PAINTER 7
Serial Number:	76653187	POWERTRACE
Registration Number:	2280170	ACTIVE CGM
Registration Number:	2916880	COREL DESIGNER
Registration Number:	1813521	CORELTRACE
Registration Number:	1437844	COREL
Registration Number:	2100035	COREL PRINT HOUSE
Registration Number:	1841244	KPT
Registration Number:	2025331	COREL
Registration Number:	2246877	COREL VENTURA
Registration Number:	1767289	NATURAL-MEDIA
Registration Number:	1571599	COREL
Registration Number:	1904151	CORELDRAW

CH \$565.00 76347781

Registration Number:	2778966	COREL
Registration Number:	1811951	CORELPHOTO-PAINT
Registration Number:	1453063	QUATTRO
Registration Number:	1893948	QUATTRO PRO
Registration Number:	1446089	VENTURA PUBLISHER
Registration Number:	1394667	WORDPERFECT
Registration Number:	1618770	WORDPERFECT
Registration Number:	2640225	WORDPERFECT LAW OFFICE 2000
Registration Number:	1385031	PARADOX

CORRESPONDENCE DATA

Fax Number: (917)777-2517

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-2517

Email: oepstein@skadden.com

Correspondent Name: Oren Epstein

Address Line 1: 4 Times Square

Address Line 2: 30-112

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	139900/549
NAME OF SUBMITTER:	Oren Epstein
Signature:	/oe/
Date:	12/29/2006

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION is effective as of December 12, 2006, and is by and between Morgan Stanley & Company Incorporated, a corporation located at 1585 Broadway, New York, NY, 10019, USA, as Collateral Agent under the Credit Agreement (as defined below) (in such capacity, "Resigning Agent") and JPMorgan Chase Bank, N.A., a corporation located at 270 Park Avenue, 15th Floor, New York, NY, 10017, USA as the new Collateral Agent pursuant to the First Amendment (in such capacity, "Successor Agent").

Reference is made to the Credit Agreement, dated May 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Corel Corporation, Corel US Holdings LLC, and the agents and arrangers named therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the parties thereto entered into various Security Documents, pursuant to which the Grantors granted to Resigning Agent, a security interest in all of their respective right, title and interest in and to various Collateral (as defined in the Guaranty and Collateral Agreement and the Canadian Security Documents, as applicable), including Intellectual Property (as defined in the Guaranty and Collateral Agreement and the Canadian Security Documents, as applicable);

WHEREAS, pursuant to the Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of May 2, 2006, by Corel, Corel Inc., Corel Holdings Corporation, WinZip Computing LLC, WinZip International LLC and WinZip Computing LP, recorded in the United States Patent and Trademark Office at reel/frame 3320/0014 on May 25, 2006 and at reel/frame 017656/0072 on May 19, 2006, and submitted for recordation in the United States Copyright Office, and the Canadian Security Documents, the Grantors have assigned and pledged to Resigning Agent, its successors and assigns, for the ratable benefit of the Secured Parties (as defined in the IP Security Agreement), and granted to Resigning Agent, its successors and assigns, for the ratable benefit of the Secured Parties (as defined in the IP Security Agreement), a security interest in all Collateral (as defined in the IP Security Agreement) including, but not limited to, Collateral which is the subject of the patents, registrations and applications set forth on Schedule B hereto.

WHEREAS, the UCC financing statements set forth in Schedule A hereto have been filed by the Resigning Agent pursuant to the Guarantee and Collateral Agreement (collectively, the "UCC Financing Statements");

WHEREAS, Resigning Agent no longer desires to serve in the capacity of Collateral Agent under the Loan Documents and is resigning its positions as Collateral Agent; and

WHEREAS, Successor Agent is willing and able to serve as Collateral Agent under the Security Documents and the other Loan Documents, has received the requisite Lender approval, and has met the other requirements for a successor Collateral Agent that are set forth in Section 9.4 of the Credit Agreement.

NOW, THEREFORE, in consideration of the agreements, provisions and covenants herein contained, the Resigning Agent and Successor Agent agree as follows:

1. Resigning Agent hereby assigns to Successor Agent all of Resigning Agent's right, title and interest under the Credit Agreement and the Security Documents, including the security interests in the Collateral assigned, pledged and granted thereunder.

2. Successor Agent hereby accepts the foregoing assignment and assumes the obligations of Resigning Agent under the Credit Agreement and the Security Documents, on and after the date hereof.

3. Resigning Agent hereby authorizes the Successor Agent or any of its designees to file any assignments or other amendments of any financing statements filed in connection with the Security Documents, including, without limitation any UCC financing statement amendments to reflect the change in identity of the secured party of record.

4. Resigning Agent hereby authorizes the Successor Agent or any of its designees to file this ASSIGNMENT AND ASSUMPTION and any amendments or assignments to the IP Security Agreement or any other document filed with any relevant intellectual property filing office.

5. This ASSIGNMENT AND ASSUMPTION shall be governed by and construed in accordance with the laws applicable to the Credit Agreement.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have affixed their names as of the date first above written.

MORGAN STANLEY & COMPANY
INCORPORATED, as Collateral Agent and
as the Resigning Agent

By: 
Name: Stephen B. King
Title: Executive Director

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and as the Successor
Agent

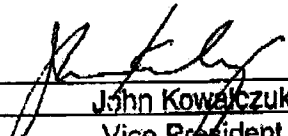
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have affixed their names as of the date first above written.

MORGAN STANLEY & COMPANY
INCORPORATED, as Collateral Agent and
as the Resigning Agent

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and as the Successor
Agent

By: 
Name: John Kowalczyk
Title: Vice President

SCHEDULE A TO ASSIGNMENT AND ASSUMPTION

UCC 1 Financing Statements

Name of Grantor	Document Number	Filing and Record Date	Place of Filing
Cayman Ltd. Holdco	2006059015	05/05/2006	DC Recorder of Deeds
Corel Corporation	2006059014	05/05/2006	DC Recorder of Deeds
Corel Inc.	6150598 1	05/04/2006	SOS-DE
Corel US Holdings, LLC	6150542 9	05/04/2006	SOS-DE
WinZip Computing LLC	6150679 9	05/04/2006	SOS-DE
WinZip Computing LP	6150686 4	05/04/2006	SOS-DE
WinZip Holdings Spain, S.L.U.	2006059017	05/05/2006	DC Recorder of Deeds
WinZip Computing S.L.U.	2006059016	05/05/2006	DC Recorder of Deeds
WinZip International LLC	6150673 2	05/04/2006	SOS-DE