

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Imagekind, Inc.		06/30/2011	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CafePress Inc.		
<b>Street Address:</b>	1850 Gateway Drive		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	San Mateo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94404		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3337231	IMAGEKIND	
<b>Registration Number:</b>	3563414	STORY FRAMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)240-0260		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-655-3000		
<b>Email:</b>	ljurinka@cafepress.com		
<b>Correspondent Name:</b>	Lisa Jurinka - CafePress Inc.		
<b>Address Line 1:</b>	1850 Gateway Drive		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	San Mateo, CALIFORNIA 94404		
<b>NAME OF SUBMITTER:</b>	Lisa Jurinka		
<b>Signature:</b>	/Lisa Jurinka/		
<b>Date:</b>	07/01/2011		

OP \$65.00 3337231

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**TRADEMARK**  
 REEL: 004574 FRAME: 0411

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (hereinafter the "Assignment") is made as of this 30<sup>th</sup> day of June 2011 (the "Effective Date"), between Imagekind, Inc., a Washington corporation, having an office at 10700 World Trade Blvd., Suite 102, Raleigh, NC 27612 ("Assignor") and CafePress Inc., a Delaware corporation, having its principal place of business at 1850 Gateway Drive, Suite 300, San Mateo, CA 94404 ("Assignee").

### RECITALS

**WHEREAS**, the Assignor, a subsidiary wholly owned by Assignee, is the owner of the trademarks along with the trade dress associated with the trademarks listed in Exhibit A (collectively the "Marks") and the goodwill of the business symbolized by all of the Marks (the "Goodwill").

**WHEREAS**, the Assignor desires to convey, transfer, assign and deliver to the Assignee, all of its right, title and interest in and to the Marks and the Goodwill.

**WHEREAS**, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Marks and the Goodwill.

**NOW, THEREFORE**, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. ASSIGNMENT

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all right, title, and interest of the Assignor in and to the following:

- (a) the Marks referred to in Exhibit A hereto;
- (b) the registrations and applications for registrations each such Mark;
- (c) the Goodwill of the business connected with and symbolized by each such Mark;
- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Marks including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and
- (e) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

## **2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.**

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest in and to the Marks;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Marks or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Marks;
- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Marks purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

## **3. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.**

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

## **4. DOCUMENTATION.**

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Marks for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to

allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Marks, reasonably necessary to record the assignment in the United States [and throughout the world];
- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States [and throughout the world]; and
- (c) execute all lawful papers reasonable and necessary for Assignee to obtain a trademark on any of the Marks and/or on any continuing, divisional, or reissue applications thereof.

#### **5. NO FURTHER USE OF MARKS.**

After the Effective Date, the Assignor agrees to make no further use of the Marks or any marks confusingly similar thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Marks.

#### **6. INDEMNIFICATION.**

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that any of the Marks or their use, assignment, sale, or reproduction infringes or misappropriates any trademark, trade secret, or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;
- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Marks by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

If the Assignee is enjoined from further use of any infringing Mark or if the Assignee stops using any of the Marks pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to use the infringing Marks;
- (b) modify the infringing Marks to eliminate such infringement (if practicable); or
- (c) provide substitute non-infringing Marks to the Assignee pursuant to this Assignment (if practicable).

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Marks not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

#### **7. SUCCESSORS AND ASSIGNS.**

This Assignment shall be binding upon and inure to the benefit of the parties hereto and all predecessors, successors and assigns, heirs, trust beneficiaries, representatives, administrators, executors, parent companies, general partners, officers, directors, agents, affiliates, and all entities which are "related companies" within the meaning of 15 U.S.C. § 1055.

#### **8. NO IMPLIED WAIVER.**

The failure of either party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### **9. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be given in person, by overnight courier, by mail (registered or certified mail, postage prepaid, return receipt requested), by electronic email, or fax to the respective party as follows:

To Assignor:

Imagekind, Inc.

To Assignee:

CafePress Inc.

Attn.: Monica Johnson  
1850 Gateway Drive, Suite 300  
San Mateo, CA 94404

Attn: Legal Department  
1850 Gateway Drive, Suite 300  
San Mateo, CA 94404  
Fax: (650) 240-0260  
Email: [legal@cafepress.com](mailto:legal@cafepress.com)

#### **10. GOVERNING LAW.**

This Assignment shall be effective and enforceable in any country of the world. The validity, construction, and interpretation of this Assignment and the rights and duties of the parties shall be governed by and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law provisions. In the event that litigation results from or arises out of this Assignment or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

#### **11. REPRESENTATION BY COUNSEL.**

The parties each represent that they are and have been represented by counsel of their own choice in connection with this Assignment, and have received independent legal advice from their attorneys with respect to the negotiation and advisability of entering into this Assignment, the releases for which this Assignment provides, and the execution of this Assignment.

#### **12. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

#### **13. SEVERABILITY.**

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

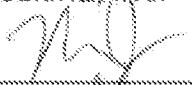
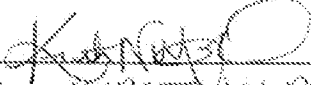
#### **14. ENTIRE ASSIGNMENT.**

This Assignment, together with Exhibit A, constitutes the final, complete, and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the parties. This Assignment shall be construed according to its plain meaning, in light of the parties' intentions as expressed in this Assignment. This Assignment shall be deemed to have been written by both parties such that the rule of interpreting the Assignment in favor of the non-drafting party shall not apply.

**15. HEADINGS.**

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR	ASSIGNEE
IMAGEKIND, INC.	CAFEPRESS INC.
By: 	By: 
Name: <u>MARKATA</u>	Name: <u>KIPSTEN W. MELLOR</u>
Title: <u>CFO</u>	Title: <u>GENERAL COUNSEL</u>



**EXHIBIT A**

**LIST OF TRADEMARKS AND/OR SERVICE MARKS**

<b>Trademark</b>	<b>Registration</b>	<b>Date of Registration</b>
IMAGEKIND	3337231	November 13, 2007
STORY FRAMES	3563414	January 20, 2009



CafePress Inc.  
 1859 Gateway Drive, Ste. 300  
 San Mateo, CA 94404  
 Office: (650) 655-3000  
 Fax: (650) 240-0260

**VIA EMAIL ONLY**

June 30, 2011

Director of the US Patent and Trademark Office  
 PO Box 1450  
 Alexandria, VA 22313-1450

**Re:** Assignment of ImageKind Trademarks to CafePress

Dear Director,

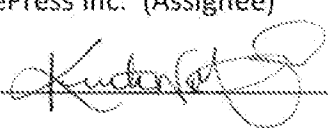
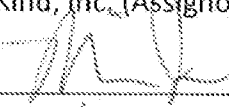
Pursuant to the Trademark Assignment Agreement between CafePress Inc. ("Assignee") and ImageKind, Inc. ("Assignor"), effective June 30, 2011, Assignor has assigned all of its rights, title and interest in and to the following trademarks to Assignee:

- |                 |                    |
|-----------------|--------------------|
| 1) IMAGEKIND    | Reg. No. 3,337,231 |
| 2) STORY FRAMES | Reg. No. 3,563,414 |

Accordingly, this letter confirms the aforementioned assignment in accordance with 37 CFR 3.25(a)(3).

The undersigned hereby confirms the foregoing for the information of the USPTO.

**ACKNOWLEDGED AND AGREED:**

CafePress Inc. (Assignee)	ImageKind, Inc. (Assignor)
By: 	By: 
Name: <u>KIRSTEN N. MELLOR</u>	Name: <u>Monica Johns</u>
Title: <u>GENERAL COUNSEL &amp; SECRETARY</u>	Title: <u>CEO</u>
Date: <u>7/1/2011</u>	Date: <u>6/30/11</u>