# OP \$40,00 33642

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
L&S Retail Ventures, Inc.		110/05/2011	CORPORATION: NORTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	Cafepress Inc.
Street Address:	1850 Gateway Drive, Suite 300
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3364249	INVITATIONBOX

### **CORRESPONDENCE DATA**

Fax Number: (617)523-1231 Phone: 617.570.1000

Email: mrovner@goodwinprocter.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Miriam J. Rovner c/o Goodwin Procter LLP

Address Line 1: Exchange Place, 53 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	127300/209657
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/

TRADEMARK
REEL: 004647 FRAME: 0841

900205447

Date:	10/25/2011
Total Attachments: 7 source=L&S Retail Ventures Assignment#pasource=L&S Retail Venture	age2.tif age3.tif age4.tif age4.tif age5.tif age6.tif

### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made effective this <u>S</u> day of October, 2011, by and among [L&S Retail Ventures, Inc.]<sup>1</sup>, a corporation organized and existing under the laws of North Carolina ("<u>Assignor</u>"), and Cafepress Inc., a corporation organized and existing under the laws of Delaware ("<u>Assignee</u>").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "<u>Purchase Agreement</u>"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby, if any;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith, and solely to the extent such rights remain in certain Marks despite abandonment, non-use or otherwise), together with the goodwill of the business symbolized thereby and appurtenant thereto, if any, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

1 NTD: To be duplicated for subsidiary if subsidiary is transferring trademarks

LIBC/4161532.1

IN WITNESS WHEREOF, Assigno as a sealed instrument by their duly authorized	or and Assignee and representative	have caused ves as of the d	this Assignment to be executed ate first written above.
	ASSIGNOR:	L&S RETA	IL VENTURES, INC.
	Name:	Jonathan	A. LaNosa
	Signature: Title:	And A. Prosider	1/2
	NOTARIZA		@GOPY
On this 3t day of October, 201 appeared was/were Me Arion Scene, to attached document, and who swore or affirm accurate to the best of his/her knowledge and to execute this document singly on behalf owill.	ned to me that the delief. The a	the contents of above-indicate	f the document are truthful and and individual is duly authorized.
Signature of Notary  My Commission Expires: "/2/20/2	-		(Sea <b>P</b> AMELA POWER <b>S</b> <b>NOTARY PUBLIC</b> <b>WAKE COUNTY, N.C.</b>
	ASSIGNEE:	CAFEPRE	SS INC.
	Name:		
	Signature: Title:		
On this day of October, 2011 appeared, proved to was/were, to b attached document, and who swore or affirm accurate to the best of his/her knowledge and to execute this document singly on behalf of will.	me through sa e the person w ed to me that th I belief. The al	tisfactory evi- whose name in the contents of pove-indicated	dence of identification, which is signed on the preceding or the document are truthful and individual is duly authorized.
Signature of Notary			(Seal)
My Commission Expires:		and a second	

Signature page to Trademark Assignment

ACKNOWLEDGMENT
State of: California
County of: SQL INATED
On Octobol (A 2 of ) , before me Cathy M. Wong, Notary Public (here insert name and title of the officer)
personally appeared MoukA IMUSW (Here insert harne and title of the officer)
who proved to me on the basis of satisfactory evidence to be the person (\$)
whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  CATHY M. WONG COMM. #1888578 Notary Public - California Santa Clara County My Comm. Expires Jun. 4, 2014
Signature
(Seal)
This Certificate is attached to:
Title or type of document: TRADEWARK ASSIGNMENT
Number of pages: 3
Date of document: Ottiger 6, 2011
Signer(s) other than named above: LOS PETRIL VENTURE( 11 NC.

Notary Phone Number: <u>650-290-3550 or 408-355-3700</u>

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

	ASSIGNOR:	L&S RETAIL VENTURES, INC.
	Name:	
GCOPY	Signature: Title:	
	NOTARIZA	TION
appeared, proved to was/were, to attached document, and who swore or affirm accurate to the best of his/her knowledge ar	o me through so the the person ned to me that to the find belief. The a	the undersigned Notary Public, personally atisfactory evidence of identification, which whose name is signed on the preceding or the contents of the document are truthful and above-indicated individual is duly authorized executed this document of his/her own free
Signature of Notary		(Seal)
My Commission Expires:		
	ASSIGNEE:	CAFEPRESS INC.
	Name:	Monica Johnson
	Signature: Title:	Morris John
STATE OF CALIFORNIA CONTRY OF SAN MATER	THE.	SHETTIMICAL SHOW
	the through same the person we do me that the dolief. The all	whose name is signed on the preceding or the contents of the document are truthful and bove-indicated individual is duly authorized.
Simulation		(Seal)
My Commission Expires: _ \( \text{Old 22.4} \)		CATHY M. WONG COMM. #1888578 Notary Public - California Santa Clara County M. Comm. Expires Jun. 4, 2014

Signature page to Trademark Assignment

# Exhibit A

# <u>Marks</u>

 lication No.	Registration No.
	3,364,249





# CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)



Jon W. Judas

Director of the United States Patent and Trademan Figure 19848

REEL: 004647 FRAME: 0848