

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blurb, Inc.		12/09/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology III, L.P		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3469269	BLURB	
Registration Number:	3152300	BLURB	
Registration Number:	3493925	BLURB	
Registration Number:	3437840	BLURB BOOKSMART	
Serial Number:	85114413	BOOKIFY	
Registration Number:	3946040	BOOKIFY	
Serial Number:	85114426	BOOKIFY	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
Phone:	949-224-6428		
Email:	Trademark@Buchalter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sandra P. Thompson		
Address Line 1:	18400 Von Karman Ave., Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		

CH \$190.00 3469269

ATTORNEY DOCKET NUMBER:	H4757-0004
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson, PhD./
Date:	12/16/2011
Total Attachments: 8 source=blurb#page1.tif source=blurb#page2.tif source=blurb#page3.tif source=blurb#page4.tif source=blurb#page5.tif source=blurb#page6.tif source=blurb#page7.tif source=blurb#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of December 9, 2011 by and between HERCULES TECHNOLOGY III, L.P., a Delaware limited partnership ("Lender") and BLURB, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

#### I. Grant of Security Interest.

A. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender 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 Schedules A, Band C hereto (as may be amended from time to time)), whether presently existing or hereafter arising or acquired, 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. Grantor authorizes Lender to unilaterally modify this Agreement by amending Schedules A, B and C to include any Intellectual Property that Grantor may attain rights to in the future.

B. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and

the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Lender, of any or all other rights, powers or remedies.

II. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement and any amendments in accordance herewith.

III. Warranties. Grantor represents and warrants that Exhibits A, Band C attached hereto set forth any and 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.

IV. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Remainder of page left blank intentionally.]

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

GRANTOR:

Address of Grantor:

BLURB, INC.  
580 California St., Suite 300  
San Francisco, CA 94111  
Attention: Chief Financial Officer  
Email: mlambert@blurb.com  
Telephone: 415-364-6397

BLURB, INC.

By: 

Name: EUGEN GIDINS  
Its: CEO + PRESIDENT

LENDER:

Address of Lender:

HERCULES TECHNOLOGY II, LP.  
Legal Department  
Attention: Chief Legal Officer and  
Associate General Counsel  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Facsimile: 650-473-9194  
Telephone: 650-289-3068

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC  
Management, LLC, its General Partner

By: Hercules Technology Growth Capital,  
Inc., its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BN 10494084

TRADEMARK  
REEL: 004681 FRAME: 0705

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

GRANTOR:

Address of Grantor:

BLURB, INC.  
580 California St., Suite 300  
San Francisco, CA 94111  
Attention: Chief Financial Officer  
Email: mlambert@blurb.com  
Telephone: 415-364-6397

BLURB, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LENDER:

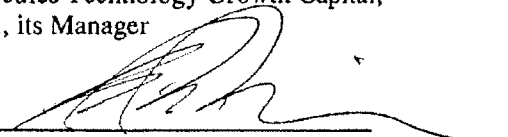
Address of Lender:

HERCULES TECHNOLOGY II, LP.  
Legal Department  
Attention: Chief Legal Officer and  
Associate General Counsel  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Facsimile: 650-473-9194  
Telephone: 650-289-3068

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC  
Management, LLC, its General Partner

By: Hercules Technology Growth Capital,  
Inc., its Manager

By:   
Name: K. Nicholas Maritsch  
Its: Associate General Counsel

BN 10494084

TRADEMARK  
REEL: 004681 FRAME: 0706

EXHIBIT A

Copyrights

Description

Blurb Booksmart computer program

Registration  
Number

Tx7331625

Registration  
Date

6/29/09

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None



EXHIBIT C

Trademarks

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG. NO./ REG. DATE	INTERNATIONAL CLASS/DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS
BLURB (parent)	United States	78/375,744 02/27/2004	3,469,269 07/15/2008	<u>Int'l Class 41:</u> consulting services in the publishing industry  <u>Int'l Class 42:</u> computer software design and consulting services; formatting, graphics and textual design services in the publishing and printing industries	REGISTERED Filed 02/27/2004 Registered 07/15/2008
BLURB (child)	United States	78/977,382 02/27/2004	3,152,300 10/03/2006	<u>Int'l Class 9:</u> computer software for use in designing, developing, creating and printing books  <u>Int'l Class 40:</u> printing services and consulting services in the printing industry	REGISTERED Filed 02/27/2004 Registered 10/03/2006  (First Use: 03/02/2006)
BLURB	United States	78/717,627 09/21/2005	3,493,925 08/26/2008	<u>Int'l Class 38:</u> online communication services, namely, electronic transmission of data, messages, images and documents; providing online chat rooms, bulletin boards and message boards for transmission of messages among users concerning book publishing, printing, and design	REGISTERED Filed 09/21/2005 Registered 08/26/2008  (First Use: 07/24/2007)
BLURB BOOKSMART	United States	78/717,639 09/21/2005	3,437,840 05/27/2008	<u>Int'l Class 9:</u> computer software for use in designing, developing, creating, publishing and printing books	REGISTERED Filed 09/21/2005 Registered 05/27/2008  (First Use: 04/28/2006)

TRADEMARK	COUNTRY	APP. NO./ FILING DATE	REG. NO./ REG. DATE	INTERNATIONAL CLASS/DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS
BOOKIFY	United States	85/114,413 08/24/2010	N/A	<i>Int'l Class 09:</i> computer software for use in designing, developing, creating, publishing and printing books	PENDING
BOOKIFY	United States	78/804,958 02/01/2006	3946040 04/12/2011	<i>Int'l Class 38:</i> communication services, namely, electronic transmission of data, messages, images and documents  <i>Int'l Class 42:</i> computer software design for others, and consulting in the field of computer software design; document data transfer from one computer format to another; graphic and textual design services in the publishing and printing industries	REGISTERED Filed 02/01/2006 Registered 04/12/2011 (First Use: 07/09/2010)
BOOKIFY	United States	85/114,426 08/24/2010	N/A	<i>Int'l Class 42:</i> application service provider (ASP) featuring software for use in designing, developing, creating and printing books; computer software design and consulting services; formatting, graphics and textual design services in the publishing and printing industries	PENDING