

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mimeo.com, Inc.		05/14/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Patriot Capital II, L.P.		
Street Address:	509 S. Exeter St		
Internal Address:	Suite 210		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2643485	MIMEO.COM	
Registration Number:	3232944	MIMEO.COM	
Registration Number:	3044907	MIMEO	
Registration Number:	3636111	PRINTMD	
Registration Number:	3462164	EXACT PRINT	
Registration Number:	3566899	MIMEO MARKETPLACE	
Registration Number:	3566900	MIMEO MARKETPLACE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4107522468		
Email:	mnsofor@tandllaw.com		
Correspondent Name:	Munachi Nsofor		

OP \$190.00 2643485

Address Line 1: 100 Light Street
Address Line 2: Suite 1100
Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Munachi O. Nsofor
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Signature:	/MON/
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Date:	05/15/2013
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Total Attachments: 5
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT BY AND BETWEEN PATRIOT CAPITAL II, L.P. AND COMERICA BANK DATED AS OF JUNE 20, 2011, AS SUCH AGREEMENT MAY BE AMENDED AND MODIFIED FROM TIME TO TIME.

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) is made as of the 14th of May, 2013, by and between **Mimeo.com, Inc.**, a Delaware corporation (the “**Grantor**”), and **Patriot Capital II, L.P.**, a Delaware limited partnership (the “**Secured Party**”).

WHEREAS, Secured Party has agreed to make certain financial accommodations to the Grantor (the “**Financial Accommodations**”), pursuant to the provisions of that certain Investment Agreement dated of even date herewith (the “**Investment Agreement**”), between the Grantor and the Secured Party; and

WHEREAS, pursuant to terms of the Investment Agreement, as a condition of advancing such loan, Secured Party requires that Grantor enter into this Agreement.

NOW THEREFORE, in consideration of the promises and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the undersigned parties agree as set forth below.

1. Grant of Security Interest. Grantor hereby grants to Secured Party a security interest in all of Grantor's now-existing or hereafter acquired right, title and interest in and to all unregistered and registered trademarks and trademark applications in the United States of America and all foreign countries thereto, including without limitation, the trademarks and trademark applications identified in Exhibit A herein, and all renewals, extensions and substitutions thereof (the “**Trademarks**”); any and all goodwill of Grantor's business symbolized by or associated with the Trademarks; and any and all proceeds thereof, including without limitation, any claims by Grantor against third parties for infringement of the Trademarks (collectively, the “**Collateral**”).

2. Obligations Secured. This Agreement is made to Secured Party to secure the payment and performance of all obligations pursuant to the Investment Agreement (other than the Put Amount), and any and all other loan agreements, notes, bonds, debentures, guarantees, drafts, undertakings, instruments, documents, security agreements, UCC financing statements, certificates, and modifications and amendments in connection therewith. Grantor does hereby further acknowledge that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereunder are more fully set forth in the Investment Agreement, the terms and provisions of which are incorporated herein by reference.

3. Miscellaneous.

(a) Parties; Changes. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or

limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(b) Choice of Law. The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Maryland, without regard to its rules for conflicts of law.

(c) Counterparts. This Agreement may be executed by the parties in one or more counterparts, each of which shall be binding against the signatory and all of which taken together shall constitute one instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **Grant of Security Interest in Trademarks** as of the day and year first above written.

GRANTOR:

MIMEO.COM, INC.,
a Delaware corporation

By: 
Name: John Delbridge
Title: Chief Executive Officer

SECURED PARTY:

PATRIOT CAPITAL II, L.P., a Delaware limited
partnership

By: PATRIOT PARTNERS II, LLC, a Delaware
limited liability company, General Partner

By: _____
Name: Thomas O. Holland, Jr.
Title: Managing Member

[Signature Page to Grant of Security Interest in Trademarks]

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By: _____
Name: John Delbridge
Title: Chief Executive Officer

SECURED PARTY:

PATRIOT CAPITAL II, L.P., a Delaware limited
partnership

By: **PATRIOT PARTNERS II, LLC**, a Delaware
limited liability company, General Partner

By: _____
Name: Thomas O. Holland, Jr.
Title: Managing Member

[Signature Page to Grant of Security Interest in Trademarks]

EXHIBIT A

Trademarks

Current Trademarks:

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Mimeo.com	US	2,643,485	October 29, 2002
Mimeo.com (mark and design)	US	3,232,944	April 24, 2007
Mimeo	US	3,044,907	January 17, 2006
Printmd	US	3,636,111	June 9, 2009
Exact Print	US	3,462,164	July 8, 2008
Mimeo MarketPlace	US	3,566,899	January 27, 2009
Mimeo MarketPlace (mark and design)	US	3,566,900	January 27, 2009