

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mimeo.com, Inc.		12/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RBS Citizens, N.A., as Administrative Agent		
Street Address:	340 Madison Avenue, Floor 22		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
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	
Serial Number:	86027936	MARKETPLACE TCM	
Serial Number:	86027938	TCM	
CORRESPONDENCE DATA			
Fax Number:	6172274420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6172390746		
Email:	kouimet@edwardswildman.com		

CH \$240.00 2643485

Correspondent Name: Kristine L Ouimet, Paralegal
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Wildman Palmer LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	315034.0001
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L. Ouimet/
Date:	12/26/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 19, 2013, is among Mimeo.com, Inc., a Delaware corporation (the "Grantor"), and RBS Citizens, N.A., as Administrative Agent for the benefit of itself and the other Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as Borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower.

WHEREAS pursuant to the Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations including the obligations of the Borrower under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

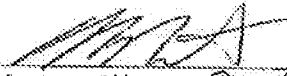
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MIMEO.COM, INC.


By: 
Name: Oliver Daughtie
Title: Vice President, Finance & Planning

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005182 FRAME: 0406

ADMINISTRATIVE AGENT:

**RBS CITIZENS, N.A.,
as Administrative Agent and Lender**

By: 
Name: Douglas J. Moore
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005182 FRAME: 0407**

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

Trademark	Registration Number	Registration Date
MIMEO.COM	2643485	10/29/2002
MIMEO.COM (Stylized)	3232944	04/24/2007
MIMEO	3044907	01/17/2006
PRINTMD	3636111	06/09/2009
EXACT PRINT	3462164	07/08/2008
MIMEO MARKETPLACE	3566899	01/27/2009
MIMEO MARKETPLACE (Stylized)	3566900	01/27/2009

U.S. Trademark Applications

Trademark	Serial Number	File Date
MARKETPLACE TCM	86/027936	08/02/2013
TCM Logo	86/027938	08/02/2013