

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323413

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF 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>    |
| CafePress Inc.  |  | 11/07/2014            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Phoenix Online, LLC                                |                       |                       |
| <b>Street Address:</b>  | 1142 Marker Drive                                  |                       |                       |
| <b>City:</b>  | Apex   |                       |                       |
| <b>State/Country:</b>   | NORTH CAROLINA                                     |                       |                       |
| <b>Postal Code:</b>   | 27502  |                       |                       |
| <b>Entity Type:</b>   | LIMITED LIABILITY COMPANY: NORTH CAROLINA          |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3364249  | INVITATIONBOX         |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 3102283953   |                       |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |                       |
| <b>Phone:</b>   | 310.228.3700                                       |                       |                       |
| <b>Email:</b>   | rwalsh@smrh.com                                    |                       |                       |
| <b>Correspondent Name:</b>  | Jill M. Pietrini                                   |                       |                       |
| <b>Address Line 1:</b>  | 1901 Avenue of the Stars, Suite 1600               |                       |                       |
| <b>Address Line 4:</b>  | Los Angeles, CALIFORNIA 90067                      |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 29WC-165286-109                                    |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Jill M. Pietrini, Esq.                             |                       |                       |
| <b>SIGNATURE:</b>   | //jmp//  |                       |                       |
| <b>DATE SIGNED:</b>   | 11/17/2014   |                       |                       |
| <b>Total Attachments: 3</b>   |  |                       |                       |
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| source=TM Assignment - INVITATIONBOX#page2.tif  |  |                       |                       |
| source=TM Assignment - INVITATIONBOX#page3.tif  |  |                       |                       |

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 5th day of November, 2014, by and among CafePress Inc., a corporation organized and existing under the laws of Delaware ("Assignor"), and Phoenix Online, LLC, a North Carolina limited liability company ("Assignee").

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 "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain 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 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]*

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**TRADEMARK  
REEL: 005402 FRAME: 0279**

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: CafePress Inc.

Name: Garrett Jackson

Signature: [Handwritten Signature]

Title: CFO

NOTARIZATION

On this 7<sup>th</sup> day of November, 2014, before me, the undersigned Notary Public, personally appeared Garrett Jackson, proved to me through satisfactory evidence of identification, which was/were Drivers License (KY), to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Handwritten Signature]  
Signature of Notary

(Seal)

My Commission Expires: 11-29-15

ASSIGNEE: PHOENIX ONLINE, LLC

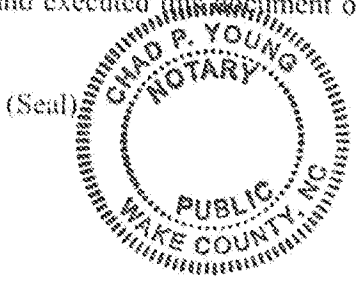
Name: DEREK STOCKMAN

Signature: [Handwritten Signature]

Title: MANAGING MEMBER

On this 6 day of NOVEMBER, 2014 before me, the undersigned Notary Public, personally appeared DEREK STOCKMAN, proved to me through satisfactory evidence of identification, which was/were N.C.D.L., to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Handwritten Signature]  
Signature of Notary



My Commission Expires: 8-23-19

Exhibit A

Marks

| <i>Mark</i>   | <i>Jurisdiction</i> | <i>Application No.</i> | <i>Registration No.</i> |
|---------------|---------------------|------------------------|-------------------------|
| INVITATIONBOX | U.S                 |                        | 3364249                 |
|               |                     |                        |                         |
|               |                     |                        |                         |