

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334804

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAFEPRESS INC.		02/11/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIRCLE GRAPHICS, INC.		
Street Address:	120 9TH AVE.		
City:	LONGMONT		
State/Country:	COLORADO		
Postal Code:	80501		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3337231	IMAGEKIND	
Registration Number:	3630691	PHOTOSPLITS	
Registration Number:	3630714	PHOTOREALISTIC	
Registration Number:	3601647	GREATBIGCANVAS.COM	
Registration Number:	3563414	STORY FRAMES	
Registration Number:	2920513	CANVAS ON DEMAND	
Registration Number:	2924787	CANVAS ON DEMAND	
Registration Number:	3630735	COZYMYPHOTO.COM	
CORRESPONDENCE DATA			
Fax Number:	6173424001		
<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>			
Phone:	6173424000		
Email:	IPDocketing@foley.com		
Correspondent Name:	NICOLE GAGE		
Address Line 1:	FOLEY & LARDNER LLP		
Address Line 2:	3000 K STREET N.W., SUITE 600		
Address Line 4:	WASHINGTON, D.C. 20007-5109		
ATTORNEY DOCKET NUMBER:	104861-0103		
NAME OF SUBMITTER:	BOBBIE-JEAN CORBIN		

OP \$215.00 3337231

SIGNATURE:	/bobbie-jean corbin/
DATE SIGNED:	03/11/2015
Total Attachments: 9 source=104861-0103 2015-02-11 Assignment#page1.tif source=104861-0103 2015-02-11 Assignment#page2.tif source=104861-0103 2015-02-11 Assignment#page3.tif source=104861-0103 2015-02-11 Assignment#page4.tif source=104861-0103 2015-02-11 Assignment#page5.tif source=104861-0103 2015-02-11 Assignment#page6.tif source=104861-0103 2015-02-11 Assignment#page7.tif source=104861-0103 2015-02-11 Assignment#page8.tif source=104861-0103 2015-02-11 Assignment#page9.tif	

IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (the "IP Assignment Agreement") is entered into as of March 1, 2015, and is made by CafePress Inc., a Delaware corporation ("Seller") located at 6901 A Riverport Drive, Louisville, Kentucky 40258, in favor of Circle Graphics, Inc., a Delaware corporation ("Buyer") located at 120 9th Ave, Longmont, CO 80501, which is the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement (the "Agreement") dated as of February 11, 2015 by and among Seller and Buyer.

W I T N E S S E T H

WHEREAS, this IP Assignment Agreement is delivered pursuant to Section 4.2 of the Agreement, under which Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Effective as of the Closing, Seller hereby sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer hereby accepts, in each case subject to and pursuant to the terms and conditions of the Agreement, all right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights"); and

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

2. Seller hereby authorizes the Commissioner of Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Buyer.

3. Nothing contained in this IP Assignment Agreement shall be deemed to supersede any of the obligations, agreements, covenants, representations and warranties of Seller or Buyer contained in the Agreement, and this IP Assignment Agreement is made and accepted subject to all of the terms, conditions, representations and warranties set forth in the Agreement, all of which survive execution and delivery of this IP Assignment Agreement as set forth in the Agreement. Nothing contained in this IP Assignment Agreement may be construed as a waiver of any of the rights or remedies of the Seller or Buyer as set forth in, or arising in connection with, the Agreement or any other instrument or document delivered by the Seller or Buyer pursuant to the Agreement. In the event of any ambiguity or conflict between the terms hereof and the Agreement, the terms of the Agreement shall govern and control.

4. This IP Assignment Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument. This IP Assignment Agreement may be executed and delivered by facsimile of .PDF signature, and upon delivery of such facsimile or .PDF signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

5. This IP Assignment Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the state of Delaware, excluding that body of law pertaining to conflicts of laws.

6. Neither this IP Assignment Agreement nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the parties hereto. No failure to enforce any provision of this IP Assignment Agreement shall be deemed to or shall constitute a waiver of such provision and no waiver of any of the provisions of this IP Assignment Agreement shall be deemed to or shall constitute a waiver of any other provision hereof nor shall such waiver constitute a continuing waiver.

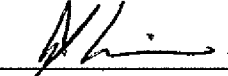
7. Nothing in this IP Assignment Agreement, express or implied, is intended to or shall (a) confer on any Person other than the parties to this IP Assignment Agreement and their respective permitted successors or assigns any rights (including, without limitation, third party beneficiary rights), remedies, obligations or liabilities under or by reason of this IP Assignment Agreement or (b) constitute the parties to this IP Assignment Agreement as partners or as participants in a joint venture. Except as expressly provided by this IP Assignment Agreement, this IP Assignment Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this IP Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first above written.

BUYER

CIRCLE GRAPHICS, INC.

By 

Name Andrew J. Cousin

Title Chief Executive Officer

SELLER

CAFEPRESS INC.

By _____

Name _____

Title _____

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date first above written.

BUYER

CIRCLE GRAPHICS, INC.


By _____

Name _____

Title _____

SELLER

CAFEPRESS INC.

By  _____

Name Garrett Jackson

Title CFO

TRADEMARK

REEL: 005476 FRAME: 0289

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

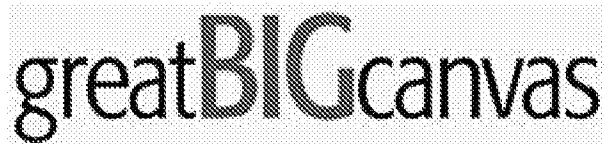
ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks:

Registered Owner	Mark	Registration Number	Registration Date
CafePress Inc.	IMAGEKIND	3337231	11/13/2007
CafePress Inc.	PhotoSplits	3630691	6/2/2009
CafePress Inc.	PhotoRealistic	3630714	6/2/2009
CafePress Inc.		3601647	4/7/2009
CafePress Inc.	STORY FRAMES	3563414	1/20/2009
CafePress Inc.	CANVAS ON DEMAND	2920513	1/25/2005
CafePress Inc.		2924787	2/8/2005
CafePress Inc.		3630735	6/2/2009
CafePress Inc.	IMAGEKIND	1673176 (Canadian Application)	Pending
Imagekind, Inc.	IMAGEKIND	1187683 (Australian Application)	2/26/2008
Imagekind, Inc.	IMAGEKIND	006076319	9/25/2008

Unregistered Trademark:

The following logo:



SCHEDULE 3
ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

Registered Copyrights:

Type	Registration No.	Registration Date	Title	Claimant
Text	TX0007536643	11/10/2010	Canvas on Demand Website Version 1	CafePress.com, Inc.
Text	TX0007756186	6/6/2013	Canvas on Demand Website Version 10	CafePress Inc.
Text	TX0007766494	8/8/2013	Canvas on Demand Website Version 11	CafePress Inc.
Computer file	TX0007917248	2/25/2014	Canvas on Demand Website Version 13	CafePress Inc.
Computer file	TX0007432718	1/26/2011	Canvas on Demand Website Version 2	CafePress.com, Inc.
Computer file	TX0007376140	5/9/2011	Canvas on Demand Website Version 3	CafePress.com, Inc.
Computer file	TX0007440373	10/10/2011	Canvas on Demand Website Version 4	CafePress Inc.
Computer file	TX0007495898	2/23/2012	Canvas on Demand Website Version 5	CafePress Inc.
Computer file	TX0007551163	6/8/2012	Canvas on Demand Website Version 6	CafePress Inc.
Computer file	TX0007635833	7/31/2012	Canvas on Demand Website Version 7	CafePress Inc.
Text	TX0007623785	10/25/2012	Canvas on Demand Website Version 8	CafePress Inc.
Computer file	TX0007696626	3/19/2013	Canvas on Demand Website Version 9	CafePress Inc.
Text	TX0007536639	11/10/2010	Great Big Canvas Website Version 1	CafePress.com, Inc.
Computer file	TX0007432778	1/26/2011	Great Big Canvas Website Version 2	CafePress.com, Inc.
Computer file	TX0007399421	5/12/2011	Great Big Canvas Website Version 3	CafePress.com, Inc.
Computer file	TX0007436777	9/28/2011	Great Big Canvas Website Version 4	CafePress Inc.
Computer file	TX0007539861	2/8/2012	Great Big Canvas Website Version 5	CafePress Inc.
Computer file	TX0007548066	5/24/2012	Great Big Canvas Website Version 6	CafePress Inc.
Text	TX0007623778	10/25/2012	Great Big Canvas Website Version 7	CafePress Inc.
Text	TX0007756191	6/6/2013	Great Big Canvas Website Version 8	CafePress Inc.
Computer file	TX0007934987	11/4/2013	Great Big Canvas	CafePress Inc.

			Website Version 9	
Visual Material	VA0001709737	4/1/2010	Imagekind.com Gallery – Abstracts Gallery Contents	Tambra GrahamLewis
Text	TX0007349400	10/5/2009	Imagekind, Inc. Website Version 5	Imagekind, Inc.
Text	TX0006935300	11/12/2008	Imagekind, Inc. Website Version 1	Imagekind, Inc.
Text	TX0007450731	1/24/2011	Imagekind, Inc. Website Version 10	Imagekind, Inc.
Computer file	TX0007399432	5/12/2011	Imagekind, Inc. Website Version 11	Imagekind, Inc.
Computer file	TX0007440402	10/10/2011	Imagekind, Inc. Website Version 12	CafePress Inc.
Computer file	TX0007492844	1/23/2012	Imagekind, Inc. Website Version 13	CafePress Inc.
Computer file	TX0007558980	5/24/2012	Imagekind, Inc. Website Version 14	CafePress Inc.
Text	TX0007623791	10/25/2012	Imagekind, Inc. Website Version 15	CafePress Inc.
Text	TX0007756177	6/6/2013	Imagekind, Inc. Website Version 16	CafePress Inc.
Computer file	TX0007880608	11/7/2013	Imagekind, Inc. Website Version 17	CafePress Inc.
Text	TX0006990912	1/27/2009	Imagekind, Inc. Website Version 2	Imagekind, Inc.
Text	TX0006994652	4/2/2009	Imagekind, Inc. Website Version 3	Imagekind, Inc.
Text	TX0007193430	7/13/2009	Imagekind, Inc. Website Version 4	Imagekind, Inc.
Text	TX0007130545	1/14/2010	Imagekind, Inc. Website Version 6	Imagekind, Inc.
Text	TX0007325853	4/19/2010	Imagekind, Inc. Website Version 7	Imagekind, Inc.
Text	TX0007228927	7/8/2010	Imagekind, Inc. Website Version 8	Imagekind, Inc.
Text	TX0007305095	10/25/2010	Imagekind, Inc. Website Version 9	Imagekind, Inc.
Text	TX 7-531-867	11/10/2010	Photo Pop Art Website Version 1	Cafepress.com Inc.
Text	TX 7-432-835	1/26/2011	Photo Pop Art Website Version 2	Cafepress.com Inc.
Text	TX 7-397-118	5/11/2011	Photo Pop Art Website Version 3	CafePress.com Inc.
Text	TX 7-447-293	9/28/2011	Photo Pop Art Website Version 4	CafePress.com Inc.
Text	TX 7-495-903	02/23/2012	Photo Pop Art Website Version 5	CafePress.com Inc.

Text	TX 7-548-073	05/24/2012	Photo Pop Art Website Version 6	CafePress.com Inc.
Text	TX 7-616-245	10/29/2012	Photo Pop Art Website Version 7	CafePress.com Inc.
Text	TX0007791948	6/6/2013	Photo Pop Art Website Version 8	CafePress Inc.
Text	TX0007928438	8/21/2014	Photo Pop Art Website Version 9	CafePress Inc.

Copyright Application:

Request No.	Application Date	Title	Author
1-1012855152	10/28/2013	Canvas on Demand Website Version 12	CafePress Inc.
1-1848362892	10/24/2014	Canvas on Demand Website Version 14	CafePress Inc.
1-1848363252	10/24/2014	Great Big Canvas Website Version 10	CafePress Inc.
1-1848363297	10/24/2014	Imagekind, Inc. Website Version 14	CafePress Inc.