

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrintPlace.com LLC		05/12/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Digital Room, Inc.		
Street Address:	8000 Haskell Avenue		
City:	Van Nuys		
State/Country:	CALIFORNIA		
Postal Code:	91406		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4578643	PRINTPLACE	
Registration Number:	4578642	PRINTPLACE.COM	
Registration Number:	3741624	PASSIONATE ABOUT PRINTING	
Registration Number:	3665753	PRINT PLACE	
CORRESPONDENCE DATA			
Fax Number:	4242391882		
<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:	4242391890		
Email:	achen@lkpgl.com		
Correspondent Name:	Andrew Chen		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 480		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Andrew B. Chen		
SIGNATURE:	/Andrew B. Chen/		
DATE SIGNED:	05/13/2015		
Total Attachments: 14			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is made and entered into as of May 12, 2015, by and among PrintPlace.com, LLC, a Texas limited liability company ("Assignor"), and Digital Room, Inc., a California corporation ("Assignee"). Assignors and Assignee are collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and assign to Assignee and Assignee has agreed to purchase and assume from Assignor the Purchased Assets;

WHEREAS, pursuant to the Purchase Agreement, Assignee has acquired all right, title and interest in and to the Owned Intellectual Property included in the Purchased Assets, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office; and

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, each of Assignor and Assignee have agreed to deliver this Assignment Agreement to the other Party.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

Section 1. Definitions. Capitalized terms used but not defined in this Assignment Agreement shall have the meanings given to such terms in the Purchase Agreement.

Section 2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and its successors and assigns, effective as of the Closing, irrevocably and exclusively throughout the world, all of Assignor's right, title and interest (whether or not now existing) in and to (i) all of the Owned Intellectual Property included in the Purchased Assets, including, without limitation, the registered Intellectual Property set forth on Exhibit A, together with any and all goodwill in connection therewith, (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (v) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and all causes of action, enforcement rights and remedies, including all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein,

the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

Section 3. Cooperation. Assignor agrees to execute all documents of transfer and assignment, including documents to be filed with the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office or the corresponding entities or agencies in any applicable foreign countries or multinational authorities, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably required to perfect in Assignee the right, title and other interest in and to the Owned Intellectual Property expressly granted to Assignee under this Assignment Agreement. If Assignee is unable for any reason, after reasonable efforts, to secure the signature of Assignor's authorized representative(s) on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and, on Assignor's behalf, to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Assignor.

Section 4. Specific Performance. The Parties hereto agree that irreparable damage may occur to Assignee in the event any provision of this Assignment Agreement is not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to specific performance of the terms hereof in addition to any other remedy at law, without the requirement to post any bond.

Section 5. Terms of the Purchase Agreement. Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

Section 6. Succession and Assignment. This Assignment Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. No other persons shall have any rights under this Assignment Agreement.

Section 7. Governing Law. All matters relating to or arising out of the interpretation, construction, validity and enforcement of this Assignment Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

Section 8. Headings; Construction. The descriptive headings contained in this Assignment Agreement are solely for the purpose of reference, are not part of the agreement of the Parties hereto and shall not in any way affect the meaning or interpretation of this Assignment Agreement. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment Agreement.

Section 9. Counterparts and Signature. This Assignment Agreement may be executed in multiple counterparts (including by means of the electronic transmission of signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Parties.

Section 10. Entire Agreement; Waiver and Modification; Severability. This Assignment Agreement may not be waived, modified or amended unless mutually agreed upon in writing by all of the Parties. In the event any provision of this Assignment Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Assignment Agreement. This Assignment Agreement and the Exhibits attached hereto constitute the Parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter.

(Signature page follows)

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

ASSIGNOR:

PRINTPLACE.COM, L.L.C.

By: 

Name: Shawn Petersen

Title: Manager and Chief Executive Officer

ASSIGNEE:

DIGITAL ROOM, INC.

By: _____

Name: Adam Berger

Title: Chief Executive Officer

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

ASSIGNOR:

PRINTPLACE.COM, LLC

By: _____
Name: Shawn Petersen
Title: Manager and Chief Executive Officer

ASSIGNEE:

DIGITAL ROOM, INC.



By:  _____
Name: Adam Berger
Title: Chief Executive Officer

Exhibit A

Registered Intellectual Property

Trademarks

	Mark	Jurisdiction	Serial/Registration No.	Owner of Record	Status
1.	PRINTPLACE	US	85/957,748 / 4,578,643	PRINTPLACE.COM, LLC	06/12/2013 – Filed 08/05/2014 – Registered 08/05/2020 – Section 8 & 15 Due 08/05/2024 – Renewal Due
2.	PRINTPLACE.COM	US	85/957,739 / 4,578,642	PRINTPLACE.COM, LLC	06/12/2013 – Filed 08/05/2014 – Registered 08/05/2020 – Section 8 & 15 Due 08/05/2024 – Renewal Due
3.	PASSIONATE ABOUT PRINTING	US	77/506,689 / 3,741,624	PRINTPLACE.COM, LLC	06/24/2008 – Filed 1/26/2010 – Registered 06/26/2016 – Section 8 & 15 Due 1/26/2016 – Renewal Due
4.		US	77/506,655 / 3,665,753	PRINTPLACE.COM, LLC	06/24/2008 – Filed 08/11/2009 – Registered 08/11/2015 – Section 8 & 15 Due 08/11/2019 – Renewal Due

Registered Domain Names

Registrar for all domain names: GoDaddy DRi@printplace.com, Account number 104192852
Registrant for all domain names: PrintPlace.com

	Domain Name	Expiration Date	Status
1	0PRINTPLACE.COM		
2	0RINTPLACE.COM		
3	24HOURLETTERHEAD.COM	9/10/2016	Active
4	24HOURPRINTING.COM	7/30/2016	Active
5	24HOURPRINTS.COM	6/9/2016	Active
6	24HOURSIGNPLACE.COM	7/9/2016	Active
7	24HOURSIGNSONLINE.COM	8/21/2016	Active
8	24HOURSTATIONERY.COM	9/10/2016	Active
9	24HOURTRADEPRINTER.COM	5/25/2015	Active
10	24HOURTRADEPRINTING.COM	5/25/2015	Active
11	BESTDIRECTMAILING.COM	2/11/2017	Active
12	BESTMAILINGSERVICES.COM	2/11/2017	Active
13	BIGBIGSIGNS.COM	8/20/2016	Active
14	BIGTIMESIGN.COM	7/22/2015	Active
15	BIGTRADEPRINTER.COM	5/25/2015	Active
16	COMMERCIALPRINTONLINE.COM	5/25/2015	Active
17	DIRECTMAILINGSHOP.COM	2/11/2017	Active
18	DYNAMOSIGN.COM	7/22/2015	Active
19	DYNAMOSIGNS.COM	7/22/2015	Active
20	EASYSIGNSFAST.COM	7/9/2016	Active
21	ENVELOPECENTRAL.COM	3/12/2017	Active
22	ENVELOPEOVERNIGHT.COM	11/4/2015	Active

23	ENVELOPESTREET.COM	3/12/2017	Active
24	EPRINTPLACE.COM		
25	EPRINTPORTAL.COM	5/8/2015	Active
26	EPRINTPORTAL.NET	5/8/2015	Active
27	EPRINTVENDOR.COM	11/19/2016	Active
28	FAITHPROMOTE.COM	9/24/2015	Active
29	FASTSIGNSSTORE.COM	7/29/2015	Active
30	FASTSIGNSINTERFACE.COM	7/29/2015	Active
31	FASTSIGNSLOGISTICS.COM	7/29/2015	Active
32	FASTSIGNSNETWORK.COM	7/29/2015	Active
33	FASTSIGNSPORTAL.COM	7/29/2015	Active
34	FASTSIGNSPRINT.COM	7/29/2015	Active
35	FASTSIGNSPRINTER.COM	7/29/2015	Active
36	FASTSIGNSPRINTING.COM	7/29/2015	Active
37	FASTSIGNSPRINTSOLUTIONS.COM	7/29/2015	Active
38	FASTSIGNSSTORE.COM	7/29/2015	Active
39	FREECARDBUILDER.COM	10/26/2015	Active
40	FREELYERBUILDER.COM	10/26/2015	Active
41	FREEPOSTCARDBUILDER.COM	10/26/2015	Active
42	FREEPRINTINGOFFERS.COM	10/26/2015	Active
43	FREETEMPLATEBUILDER.COM	10/26/2015	Active
44	GIGANTICOLOR.COM	8/21/2016	Active
45	GIGANTICPRINT.COM	8/21/2016	Active
46	GIGANTICPRINT.NET	8/21/2016	Active
47	GIGANTICPRINT.ORG	8/21/2016	Active
48	GOTFOLDERS.COM	5/14/2015	Active
49	HIFIVESIGNS.COM	8/20/2016	Active
50	HIGHFIVESIGNS.COM	8/20/2016	Active

51	IHATEPRINTPLACE.BIZ			
52	IHATEPRINTPLACE.CC			
53	IHATEPRINTPLACE.CO			
54	IHATEPRINTPLACE.COM			
55	IHATEPRINTPLACE.INFO			
56	IHATEPRINTPLACE.ME			
57	IHATEPRINTPLACE.MOBI			
58	IHATEPRINTPLACE.NET			
59	IHATEPRINTPLACE.ORG			
60	IHATEPRINTPLACE.US			
61	JUSTDOORHANGERS.COM	3/12/2017	Active	
62	LPRINTPLACE.COM			
63	LPRINTPLACE.COM			
64	MEGACOLORSIGNS.COM	8/21/2016	Active	
65	MILESTONEPRINTS.COM	12/20/2016	Active	
66	MOMMYPRINTS.COM	12/20/2016	Active	
67	MYPRINTMUSE.COM	12/8/2016	Active	
68	NATIONALSIGNAGE.COM	7/11/2016	Active	
69	NEWSIGNSOURCE.COM	7/11/2016	Active	
70	OPRINTPLACE.COM			
71	P0RINTPLACE.COM			
72	P4INTPLACE.COM			
73	P4RINTPLACE.COM			
74	P5INTPLACE.COM			
75	P5RINTPLACE.COM			
76	PASSIONATEABOUTPRINTING.COM			
77	PDINTPLACE.COM			
78	PDRINTPLACE.COM			

79	PERINTPLACE.COM			
80	PFINTPLACE.COM			
81	PFRINTPLACE.COM			
82	PGINTPLACE.COM			
83	PIRINTPLACE.COM			
84	PLRINTPLACE.COM			
85	POCKETPRINTZ.COM	12/20/2016	Active	
86	POINTANDCLICKPRINT.COM	10/20/2016	Active	
87	POINTNPRINT.COM	10/19/2016	Active	
88	POINTNPRINT.INFO	10/19/2016	Active	
89	POINTNPRINT.NET	10/19/2016	Active	
90	PORINTPLACE.COM			
91	POSTCARDSOLUTION.COM	5/25/2015	Active	
92	POSTCARDSPLACE.COM	5/25/2015	Active	
93	PPRINTPLACE.COM			
94	PR4INTPLACE.COM			
95	PR5INTPLACE.COM			
96	PR8INTPLACE.COM			
97	PR8NTPLACE.COM			
98	PR9INTPLACE.COM			
99	PR9NTPLACE.COM			
100	PRDINTPLACE.COM			
101	PREINTPLACE.COM			
102	PRFINTPLACE.COM			
103	PRJ8NTPLACE.COM			
104	PRI9NTPLACE.COM			
105	PRIBNTPLACE.COM			
106	PRIHNTPLACE.COM			

107	PRIJNTPLACE.COM			
108	PRIJNTPLACE.COM			
109	PRIKNTPLACE.COM			
110	PRIMNTPLACE.COM			
111	PRINTPLACE.COM			
112	PRINTBREAK.COM	10/19/2016		Active
113	PRINTCREATE.COM	12/8/2016		Active
114	PRINTFASTSIGNS.COM	7/29/2015		Active
115	PRINTINGPLACEUSA.COM			
116	PRINTMENUS.COM	5/12/2015		Active
117	PRINTPLACE.BIZ			
118	PRINTPLACE.CO			
119	PRINTPLACE.COM			
120	P-RINTPLACE.COM			
121	PRINTPLACE.INFO			
122	PRINTPLACE.MOBI			
123	PRINTPLACE.NAME			
124	PRINTPLACE.ORG			
125	PRINTPLACE.TV			
126	PRINTPLACE.US			
127	PRINTPLACE.WS			
128	PRINTPLACE.XXX			
129	PRINTPLACECOUPONCODE.COM			
130	PRINTPLACECOUPONS.COM			
131	PRINTPLACECOUPONS.INFO			
132	PRINTPLACECOUPONS.NET			
133	PRINTPLACECOUPONS.ORG			
134	PRINTPLACECOUPONS.US			

135	PRINTPLACECUSTOM.COM			
136	PRINTPLACED.COM			
137	PRINTPLACEDIRECT.COM			
138	PRINTPLACEE.COM			
139	PRINTPLACEMCOM.COM			
140	PRINTPLACEMOTORSPORTS.COM			
141	PRINTPLACES.COM			
142	PRINTPLACESUCKS.COM			
143	PRINTPLACESUCKS.NET			
144	PRINTPLACESUCKS.ORG			
145	PRINTPLACEUSA.COM			
146	PRINTPLACEW.COM			
147	PRIONTPLACE.COM			
148	PRJUNTPLACE.COM			
149	PRIVATEPRINTERS.COM	1/31/2017		Active
150	PRIVATEPRINTPLACE.COM			
151	PRIVATEPRINTPLACE.COM	1/31/2017		Active
152	PRIVATETRADEPRESS.COM	1/31/2017		Active
153	PRJNTPLACE.COM			
154	PRJNTPLACE.COM			
155	PRKINTPLACE.COM			
156	PRKNTPLACE.COM			
157	PRNTPLACE.COM			
158	PROINTPLACE.COM			
159	PROOFSTATUS.COM	11/17/2016		Active
160	PROSIGNSPLUS.COM	7/14/2015		Active
161	PRRINTPLACE.COM			
162	PRTINTPLACE.COM			

163	PRUINTPLACE.COM			
164	PTINTPLACE.COM			
165	PTRINTPLACE.COM			
166	ROCKETENVELOPE.COM	3/12/2017		Active
167	ROCKETENVELOPES.COM	3/12/2017		Active
168	RPINTPLACE.COM			
169	SATELLITESIGN.COM	8/21/2016		Active
170	SIGNAGEPLUS.COM	7/9/2016		Active
171	SIGNAGEPLUSNOW.COM	7/9/2016		Active
172	SIGNPAGODA.COM	7/14/2015		Active
173	SIGNRODEO.COM	7/11/2016		Active
174	SIGNSUPERHERO.COM	7/9/2016		Active
175	SUPERTRADEPRESS.COM	1/31/2017		Active
176	SUPERTRADEPRINT.COM	1/31/2017		Active
177	SUPERTRADEPRINTER.COM	3/31/2017		Update pending
178	SUPERTRADEPRINTING.COM	1/31/2017		Active
179	SWEETCOLORPRINTING.COM	10/19/2016		Active
180	TEMPLATEDESIGNSONLINE.COM	10/26/2015		Active
181	TEST-MG.COM	6/14/2016		Active
182	THEDESIGNLIBRARY.COM	10/21/2016		Active
183	THEPRINTINGBUREAU.NET	7/1/2016		Active
184	THEPRINTINGBUREAU.ORG	7/1/2016		Active
185	THESUPERTRADECOLOR.COM	2/6/2017		Active
186	THESUPERTRADEPRESS.COM	2/6/2017		Active
187	THESUPERTRADEPRINT.COM	2/6/2017		Active
188	THESUPERTRADEPRINTER.COM	2/6/2017		Active
189	THESUPERTRADEPRINTING.COM	2/6/2017		Active
190	THETEMPLATEBUILDER.COM	10/15/2019		Active

191	THEULTIMATETRADECOLOR.COM	2/6/2017	Active
192	THEULTIMATETRADEPRESS.COM	2/6/2017	Active
193	THEULTIMATETRADEPRINT.COM	2/6/2017	Active
194	THEULTIMATETRADEPRINTER.COM	2/6/2017	Active
195	THEULTIMATETRADEPRINTING.COM	2/6/2017	Active
196	THISWAYSIGNS.COM	8/20/2016	Active
197	ULTIMATETRADECOLOR.COM	2/4/2017	Active
198	ULTIMATETRADEPRESS.COM	2/4/2017	Active
199	ULTIMATETRADEPRINT.COM	2/4/2017	Active
200	ULTIMATETRADEPRINTER.COM	2/4/2017	Active
201	ULTIMATETRADEPRINTING.COM	2/4/2017	Active
202	MODERNGREETING.COM		
203	MODERNGREETINGS.BIZ		
204	MODERNGREETINGS.CO		
205	MODERNGREETINGS.COM		
206	MODERNGREETINGS.INFO		
207	MODERNGREETINGS.ME		
208	MODERNGREETINGS.MOBI		
209	MODERNGREETINGS.NET		
210	MODERNGREETINGS.ORG		
211	MODERNGREETINGS.TV		
212	MODERNGREETINGS.US		