

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349868

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Digital Room, Inc.		05/12/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4578643	PRINTPLACE	
<b>Registration Number:</b>	4578642	PRINTPLACE.COM	
<b>Registration Number:</b>	3741624	PASSIONATE ABOUT PRINTING	
<b>Registration Number:</b>	3665753	PRINT PLACE	
<b>Registration Number:</b>	4262693	MODERN GREETINGS	
<b>Registration Number:</b>	4258365	MODERN GREETINGS	
<b>Registration Number:</b>	4258364	MODERNGREETINGS.COM	
<b>Registration Number:</b>	4258363	MODERN GREETINGS	
<b>Registration Number:</b>	4258362	MODERN GREETINGS	
<b>Registration Number:</b>	4258361	MODERNGREETINGS.COM	
<b>Registration Number:</b>	4309615	MODERN GREETINGS	
<b>Registration Number:</b>	4258359	MODERN GREETINGS	
<b>Serial Number:</b>	76680012	POSTCARD PRESS	
<b>Serial Number:</b>	76680021	NEXTDAYFLYERS	
<b>Serial Number:</b>	76680022	POSTCARDPRESS	
<b>Serial Number:</b>	76680023	NEXT DAY FLYERS	
<b>Serial Number:</b>	85335143	PRINTRUNNER QUALITY PRINTING FOR LESS	
<b>Serial Number:</b>	85335137	PRINTRUNNER	
<b>Serial Number:</b>	85761580	YOUPRINT THE EASY WAY TO STAND OUT	

OP \$590.00 4578643

Property Type	Number	Word Mark
Serial Number:	85747155	24HOURPRINT QUALITY PRINTING FAST
Serial Number:	85316204	UPRINTING
Serial Number:	85316215	DIGITAL ROOM
Serial Number:	78439005	PRINTS MADE EASY.COM

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512  
*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.*  
**Phone:** 202-370-4750  
**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Dwayne C. Houston  
**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130  
**Address Line 2:** National Corporate Research, Ltd.  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F157103
<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	07/31/2015

**Total Attachments: 9**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of May 12, 2015, is made by **DIGITAL ROOM, INC.**, a California corporation ("**Grantor**") in favor of **SILICON VALLEY BANK**, as administrative agent (together with its successors, in such capacity, the "**Administrative Agent**") for the banks and other financial institutions or entities (each a "Lender" and, collectively, the "**Lenders**") from time to time parties to that certain Credit Agreement, dated as of May 12, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Credit Agreement**"), among Digital Room, Inc., the Lenders party thereto and the Administrative Agent.

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in the Credit Agreement. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement and the other Loan Documents. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

B. Pursuant to the terms of the Guarantee and Collateral Agreement, Grantor has granted to Administrative Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement and the other Loan Documents, Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent or any

Lender as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTORS:**

**DIGITAL ROOM, INC**

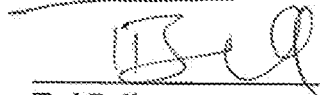
By: 

Name: Adam Berger

Title: Chief Executive Officer

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK**

By:   
Name: Ted Bell  
Title: Vice President

**EXHIBIT A**

Registered Copyrights of Grantor

None.

Pending Copyright Applications of Grantor

None.

Registered Copyrights and Pending Copyright Applications Licensed to Grantor

None.

**EXHIBIT B**

Issued Patents of Grantor

None.

Pending Patent Applications of Grantor

None.

Issued Patents and pending Patent Applications Licensed to Grantor


None.





## EXHIBIT C

### Registered Trademarks of Grantor

Mark	Owner	Status	Appl. No. Filing Date	Reg. No. Reg. Date
POSTCARD PRESS	DIGITAL ROOM, INC.	Registered	76680012 30-JUL-2007	3474411 29-JUL-2008
NEXTDAYFLYERS	DIGITAL ROOM, INC.	Registered	76680021 30-JUL-2007	3474412 29-JUL-2008
POSTCARDPRESS	DIGITAL ROOM, INC.	Registered	76680022 30-JUL-2007	3474413 29-JUL-2008
NEXT DAY FLYERS	DIGITAL ROOM, INC.	Registered	76680023 30-JUL-2007	3474414 29-JUL-2008
PRINTRUNNER QUALITY PRINTING FOR LESS 	DIGITAL ROOM, INC.	Registered	85335143 1-JUNE-2011	4090476 24-JAN-2012
PRINTRUNNER	DIGITAL ROOM, INC.	Registered	85335137 1-JUNE-2011	4093550 31-JAN-2012
YOUPRINT THE EASY WAY TO STAND OUT 	DIGITAL ROOM, INC.	Registered	85761580 23-OCT-2012	4350254 11-JUN-2013
24HOURPRINT QUALITY PRINTING FAST 	DIGITAL ROOM, INC.	Registered	85747155 05-OCT-2012	4349658 11-JUN-2013
UPRINTING	DIGITAL ROOM, INC.	Registered	85316204 09-MAY-2011	4079755 3-JAN-2012
DIGITAL ROOM	DIGITAL ROOM, INC.	Registered	85316215 09-MAY-2011	4079756 3-JAN-2012
PRINTS MADE EASY.COM	DIGITAL ROOM, INC.	Registered	78439005 22-JUN-2004	3122667 1-AUG-2006

Mark	Owner <sup>1</sup>	Serial/Registration No.	Registration Date/Filing Date
PRINTPLACE	DIGITAL ROOM, INC.	85/957,748 / 4,578,643	06/12/2013 – Filed 08/05/2014 – Registered 08/05/2020 – Section 8 & 15 Due 08/05/2024 – Renewal Due
PRINTPLACE.COM	DIGITAL ROOM, INC.	85/957,739 / 4,578,642	06/12/2013 – Filed 08/05/2014 – Registered 08/05/2020 – Section 8 & 15 Due 08/05/2024 – Renewal Due
PASSIONATE ABOUT PRINTING	DIGITAL ROOM, INC.	77/506,689 / 3,741,624	06/24/2008 – Filed 1/26/2010 – Registered 06/26/2016 – Section 8 & 15 Due 1/26/2016 – Renewal Due
	DIGITAL ROOM, INC.	77/506,655 / 3,665,753	06/24/2008 – Filed 08/11/2009 – Registered 08/11/2015 – Section 8 & 15 Due 08/11/2019 – Renewal Due
MODERN GREETINGS	DIGITAL ROOM, INC.	85/977,912 / 4,262,693	03/28/2011 – Filed 12/18/2012 – Registered 12/18/2018 – Section 8 & 15 Due 12/18/2022 – Renewal Due
MODERN GREETINGS	DIGITAL ROOM, INC.	85/278,585 / 4,258,365	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due

<sup>1</sup> Upon recordation of assignment from PrintPlace.com, LLC, United Online Graphics, LLC, and/or ModernGreetings.com, LLC

Mark	Owner <sup>1</sup>	Serial/Registration No.	Registration Date/Filing Date
MODERNGREETINGS.COM	DIGITAL ROOM, INC.	85/278,582 / 4,258,364	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due
	DIGITAL ROOM, INC.	85/278,579 / 4,258,363	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due
MODERN GREETINGS	DIGITAL ROOM, INC.	85/278,576 / 4,258,362	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due
MODERNGREETINGS.COM	DIGITAL ROOM, INC.	85/278,574 / 4,258,361	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due
	DIGITAL ROOM, INC.	85/278,566 / 4,309,615	03/28/2011 – Filed 03/26/2013 – Registered 03/26/2019 – Section 8 & 15 Due 3/26/2023 – Renewal Due
MODERN GREETINGS	DIGITAL ROOM, INC.	85/278,560 / 4,258,359	03/28/2011 – Filed 12/11/2012 – Registered 12/11/2018/ - Section 8 & 15 Due 12/11/2022 – Renewal Due

Pending Trademark Applications of Grantor

None.

Registered Trademarks and Pending Trademark Applications Licensed to Grantor

None.