

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379297

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900359064

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imagine! Print Solutions, LLC		03/30/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4863034	!
Registration Number:	4863035	!
Registration Number:	4734355	IMAGINE!
Registration Number:	4734356	IMAGINE!
Registration Number:	4734358	IMAGINE!
Registration Number:	4734359	IMAGINE!
Registration Number:	4734360	IMAGINE!
Registration Number:	4734357	IMAGINE!
Registration Number:	4356806	IMAGINE! PRINT SOLUTIONS
Registration Number:	4527722	IMAGINE! PRINT SOLUTIONS
Registration Number:	4356809	IMAGINE! PRINT SOLUTIONS
Registration Number:	3529982	IMAGINE! PRINT SOLUTIONS
Registration Number:	3448524	IMAGINE! PRINT SOLUTIONS
Registration Number:	3448525	IMAGINE! PRINT SOLUTIONS
Registration Number:	3529983	IMAGINE! PRINT SOLUTIONS
Registration Number:	3167534	IMAGINE! PRINT SOLUTIONS
Registration Number:	3084742	IMAGINE! PRINT SOLUTIONS

CORRESPONDENCE DATA**Fax Number:** 2123037064*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:** 212.318.6824**Email:** christinedionne@paulhastings.com**Correspondent Name:** Christine Dionne c/o Paul Hastings LLP**Address Line 1:** 75 East 55th Street**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78436.00199
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NAME OF SUBMITTER:	Christine Dionne
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SIGNATURE:	/Christine Dionne/
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DATE SIGNED:	04/04/2016
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Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 30, 2016 (this "Agreement"), made by Imagine! Print Solutions, LLC, a Delaware limited liability company (the "Pledgor"), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of March 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Imagine! Print Solutions, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Imagine! Intermediate Holdco, LLC, a Delaware limited liability company, and Royal Bank of Canada, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

all U.S. registered and applied for Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use (or similar) Trademark application prior to the filing and acceptance of a "Statement of Use," "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period in which, if any, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark application under applicable law;

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT**

SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Imagine! Print Solutions, LLC

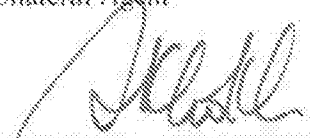
By: 

Name: Greg Keup

Title: Chief Financial Officer

ACCEPTED AND AGREED:







ROYAL BANK OF CANADA,
as Collateral Agent




By: 

Name: Susan Khokher
Title: Manager, Agency

**Schedule I
Trademarks Owned by Imagine! Print Solutions, LLC**

U.S. Trademark Registrations

Trademark	Registration No.	Registration Date
! 	4863034	01-DEC-2015
! 	4863035	01-DEC-2015
IMAGINE! IMAGINE!	4734355	12-MAY-2015
IMAGINE! IMAGINE!	4734356	12-MAY-2015
IMAGINE! IMAGINE! 	4734358	12-MAY-2015
IMAGINE! IMAGINE! 	4734359	12-MAY-2015
IMAGINE! IMAGINE! 	4734360	12-MAY-2015
IMAGINE! IMAGINE!	4734357	12-MAY-2015
IMAGINE! PRINT SOLUTIONS 	4356806	25-JUN-2013

Trademark	Registration No.	Registration Date
IMAGINE! PRINT SOLUTIONS 	4527722	13-MAY-2014
IMAGINE! PRINT SOLUTIONS 	4356809	25-JUN-2013
IMAGINE! PRINT SOLUTIONS IMAGINE! PRINT SOLUTIONS	3529982	11-NOV-2008
IMAGINE! PRINT SOLUTIONS IMAGINE! PRINT SOLUTIONS	3448524	17-JUN-2008
IMAGINE! PRINT SOLUTIONS IMAGINE! PRINT SOLUTIONS	3448525	17-JUN-2008
IMAGINE! PRINT SOLUTIONS IMAGINE! PRINT SOLUTIONS	3529983	11-NOV-2008
IMAGINE! PRINT SOLUTIONS 	3167534	07-NOV-2006
IMAGINE! PRINT SOLUTIONS IMAGINE! PRINT SOLUTIONS	3084742	25-APR-2006

U.S. Trademark Applications

None.