

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379963

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900359346

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mimeo.com, Inc.		03/31/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PATRIOT CAPITAL III SBIC, L.P.
Street Address:	509 S. Exeter st.,
Internal Address:	suite 210
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2643485	MIMEO.COM
Registration Number:	3232944	MIMEO.COM
Registration Number:	3044907	MIMEO
Registration Number:	3636111	PRINTMD
Registration Number:	3566899	MIMEO MARKETPLACE
Registration Number:	3566900	MIMEO MARKETPLACE
Registration Number:	4571058	MARKETPLACE TCM
Registration Number:	4571059	TCM
Serial Number:	86926147	WHERE PRINT IS GOING

CORRESPONDENCE DATA

Fax Number: 4107522046

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: 4439272112

Email: mnsofor@tandllaw.com

Correspondent Name: Munachi O. Nsofor

Address Line 1: 100 Light Street

Address Line 2: suite 1100

TRADEMARK

Address Line 4:	Baltimore, MARYLAND 21202
NAME OF SUBMITTER:	Munachi O. Nsofor
SIGNATURE:	/mon/
DATE SIGNED:	04/08/2016
Total Attachments: 5 source=Grant of Security Interest in Trademarks#page1.tif source=Grant of Security Interest in Trademarks#page2.tif source=Grant of Security Interest in Trademarks#page3.tif source=Grant of Security Interest in Trademarks#page4.tif source=Grant of Security Interest in Trademarks#page5.tif	

THIS AGREEMENT AND ALL DOCUMENTS (AS DEFINED IN THE INVESTMENT AGREEMENT) ARE SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT BY AND AMONG PATRIOT CAPITAL II, L.P., PATRIOT CAPITAL III SBIC, L.P., CITIZENS BANK, N.A. (FORMERLY KNOWN AS RBS CITIZENS, N.A.), AND MIMEO.COM, INC. DATED AS OF DECEMBER 19, 2013, AS SUCH AGREEMENT MAY BE AMENDED AND MODIFIED FROM TIME TO TIME.

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("**Agreement**") is made as of the 31st of March, 2016, by and between **Mimeo.com, Inc.**, a Delaware corporation (the "**Grantor**"), and **Patriot Capital III SBIC, L.P.**, a Delaware limited partnership (the "**Secured Party**").

WHEREAS, Secured Party has agreed to make certain financial accommodations to the Grantor (the "**Financial Accommodations**"), pursuant to the provisions of that certain Investment Agreement dated of even date herewith (the "**Investment Agreement**"), between the Grantor and the Secured Party; and

WHEREAS, pursuant to terms of the Investment Agreement, as a condition of advancing such loan, Secured Party requires that Grantor enter into this Agreement.

NOW THEREFORE, in consideration of the promises and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the undersigned parties agree as set forth below.

1. Grant of Security Interest. Grantor hereby grants to Secured Party a security interest in all of Grantor's now-existing or hereafter acquired right, title and interest in and to all unregistered and registered trademarks and trademark applications in the United States of America and all foreign countries thereto, including without limitation, the trademarks and trademark applications identified in Exhibit A herein, and all renewals, extensions and substitutions thereof (the "**Trademarks**"); any and all goodwill of Grantor's business symbolized by or associated with the Trademarks; and any and all proceeds thereof, including without limitation, any claims by Grantor against third parties for infringement of the Trademarks (collectively, the "**Collateral**").

2. Obligations Secured. This Agreement is made to Secured Party to secure the payment and performance of all obligations pursuant to the Investment Agreement, and any and all other loan agreements, notes, bonds, debentures, guarantees, drafts, undertakings, instruments, documents, security agreements, UCC financing statements, certificates, and modifications and amendments in connection therewith. Grantor does hereby further acknowledge that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereunder are more fully set forth in the Investment Agreement, the terms and provisions of which are incorporated herein by reference.

3. Miscellaneous.

(a) Parties; Changes. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(b) Choice of Law. The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Maryland, without regard to its rules for conflicts of law.

(c) Counterparts. This Agreement may be executed by the parties in one or more counterparts, each of which shall be binding against the signatory and all of which taken together shall constitute one instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this **Grant of Security Interest in Trademarks** as of the day and year first above written.

GRANTOR:

MIMEO.COM, INC.,
a Delaware corporation

By: 

Name: Oliver Doughtie

Title: Vice President, Finance and Planning

SECURED PARTY:

PATRIOT CAPITAL III SBIC, L.P.

By: Patriot Partners III SBIC, LLC, its General
Partner

By: _____

Name: Thomas O. Holland

Title: Managing Partner

[Signature Page to Grant of Security Interest in Trademarks]

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GRANTOR:

MIMEO.COM, INC.,
a Delaware corporation

By: _____
Name: Oliver Doughtie
Title: Vice President, Finance and Planning

SECURED PARTY:

PATRIOT CAPITAL III SBIC, L.P.

By: Patriot Partners III SBIC, LLC, its General
Partner

By: _____
Name: Thomas O. Holland
Title: Managing Partner

[Signature Page to Grant of Security Interest in Trademarks]

EXHIBIT A

Trademarks

Current Trademarks:

Trademarks and Tradenames

Registrant	Type	Status, Filing Date, App. Serial No. Pub No. & Date	Registration Date/ Registration No.	Description
Borrower	US T'Mark	Status: Registered Filed: 11/12/1999 Serial #: 75848041	Registered: 10/29/2002 Reg. #: 2643485	Title: MIMEO.COM
Borrower	US T'Mark	Status: Registered Filed: 4/19/2006 Serial #: 78864382	Registered: 4/24/2007 Reg. #: 3232944	Title: MIMEO.COM (Stylized)
Borrower	US T'Mark	Status: Registered Filed: 5/27/2004 Serial #: 78426078	Registered: 1/17/2006 Reg. #: 3044907	Title: MIMEO
Borrower	US T'Mark	Status: Dead Filed: 11/15/2007 Serial #: 77330393	Registered: 6/9/2009 Reg. #: 3636111	Title: PRINTMD
Borrower	US T'Mark	Status: Registered Filed: 4/30/2008 Serial #: 77461476	Registered: 1/27/2009 Reg. #: 3566899	Title: MIMEO MARKETPLACE
Borrower	US T'Mark	Status: Dead Filed: 4/30/2008 Serial #: 77461496	Registered: 1/27/2009 Reg. #: 3566900	Title: MIMEO MARKETPLACE (Stylized)
Borrower	US T'Mark	Status: Registered Filed: 8/2/2013 Serial #: 86027936	Registered: 7/22/2014 Reg. #: 4571058	Title: MARKETPLACE TCM
Borrower	US T'Mark	Status: Registered Filed: 8/2/2013 Serial #: 86027938	Registered: 7/22/2014 Reg. #: 4571059	Title: TCM (Logo)
Borrower	US T'Mark	Status: Pending Filed: 3/2/2016 Serial #: 86926147		Title: WHERE PRINT IS GOING