

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DIGITAL ROOM LLC		11/21/2016	Limited Liability Company:

RECEIVING PARTY DATA

Name:	BNP PARIBAS, as collateral agent
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4079755	UPRINTING
Registration Number:	4079756	DIGITAL ROOM
Registration Number:	4350254	YOUPRINT THE EASY WAY TO STAND OUT
Registration Number:	4349658	24HOURPRINT QUALITY PRINTING FAST
Registration Number:	4090476	PRINTRUNNER QUALITY PRINTING FOR LESS
Registration Number:	4093550	PRINTRUNNER
Registration Number:	3665753	PRINT PLACE
Registration Number:	3741624	PASSIONATE ABOUT PRINTING
Registration Number:	4578642	PRINTPLACE.COM
Registration Number:	4578643	PRINTPLACE
Registration Number:	4258359	MODERN GREETINGS
Registration Number:	4309615	MODERN GREETINGS
Registration Number:	4258361	MODERNGREETINGS.COM
Registration Number:	4258362	MODERN GREETINGS
Registration Number:	4258363	MODERN GREETINGS
Registration Number:	4258364	MODERNGREETINGS.COM
Registration Number:	4258365	MODERN GREETINGS
Registration Number:	4262693	MODERN GREETINGS

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Property Type	Number	Word Mark
Registration Number:	3474411	POSTCARD PRESS
Registration Number:	3474412	NEXTDAYFLYERS
Registration Number:	3474413	POSTCARDPRESS
Registration Number:	3474414	NEXT DAY FLYERS
Registration Number:	3122667	PRINTS MADE EASY.COM

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Jordan B. Yellen
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86700.175
NAME OF SUBMITTER:	Jordan Yellen
SIGNATURE:	/Jordan Yellen by trademarkny/
DATE SIGNED:	11/21/2016

Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 21, 2016 (this "Agreement"), among DIGITAL ROOM LLC (the "Grantor") and BNP PARIBAS, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of November 21, 2016 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DIGITAL ROOM HOLDINGS, INC., a California corporation ("Holdings"), DIGITAL ROOM LLC, a California limited liability company (the "Borrower"), the other GRANTORS from time to time party thereto and BNP PARIBAS, as the administrative agent, and (b) the Collateral Agreement dated as of November 21, 2016 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral

Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated November 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) (capitalized terms used but not defined in this paragraph have the meanings ascribed thereto in the Intercreditor Agreement), among BNP Paribas, as First Lien Agent, BNP Paribas, as Second Lien Agent, and acknowledged by the Grantors (as defined therein) and other persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank

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

Digital Room LLC, as Grantor

By _____


Name: Brett Zane


Title: Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Security Agreement]

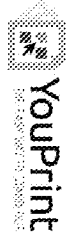
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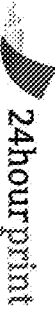



BNP PARIBAS, as Collateral Agent

By 
Name: Keith Murray
Title: Managing Director


Claudia DeSimio
Director

Trademark Registrations (United States Only)

Trademark	Current Owner of Record	Serial Number	File Date	First Date of Use	Status	Registration Number	Registration Date	58/15 Affidavit Deadline	10-Year Renewal Deadline	Goods/Services Description	Additional Comments
UPRINTING {standard character mark}	Digital Room, Inc.	85316204	1/3/2012	6/16/2005	Registered	4079755	1/3/2012	1/3/2018	1/3/2022	Class 040 - CUSTOM PRINTING SERVICES, NAMELY, DIGITAL ON DEMAND PRINTING SERVICES FOR POSTERS, BUSINESS CARDS, GREETING CARDS, CALENDARS, LABELS, STATIONERY, BROCHURES, POSTCARDS, BUSINESS PRESENTATION MATERIALS, FLYERS, INVITATIONS, CANVASES, AND PROMOTIONAL DISPLAYS; PROVIDING ONLINE CUSTOM PRINTING SERVICES VIA A GLOBAL COMPUTER NETWORK	
DIGITAL ROOM {standard character mark}	Digital Room, Inc.	85316215	1/3/2012	1/26/1998	Registered	4079756	1/3/2012	1/3/2018	1/3/2022	Class 040 - CUSTOM PRINTING SERVICES, NAMELY, DIGITAL ON DEMAND PRINTING SERVICES FOR POSTERS, BUSINESS CARDS, GREETING CARDS, CALENDARS, LABELS, STATIONERY, BROCHURES, POSTCARDS, BUSINESS PRESENTATION MATERIALS, FLYERS, INVITATIONS, CANVASES, AND PROMOTIONAL DISPLAYS; PROVIDING ONLINE CUSTOM PRINTING SERVICES VIA A GLOBAL COMPUTER NETWORK	Disclaimer: "DIGITAL"
YouPrint THE EASY WAY TO STAND OUT 	Digital Room, Inc.	85761580	6/11/2013	10/22/2012	Registered	4350254	6/11/2013	6/11/2019	6/11/2023	Class 040 - CUSTOM PRINTING SERVICES, NAMELY, DIGITAL ON DEMAND PRINTING SERVICES FOR POSTERS, BUSINESS CARDS, GREETING CARDS, CALENDARS, LABELS, STATIONERY, BROCHURES, POSTCARDS, BUSINESS PRESENTATION MATERIALS, FLYERS, INVITATIONS, CANVASES, AND PROMOTIONAL DISPLAYS; PROVIDING ONLINE CUSTOM PRINTING SERVICES VIA A GLOBAL COMPUTER NETWORK	

 <p>24hourprint Quality Print--Fast (logo)</p>	<p>Digital Room, Inc.</p>	<p>85747155</p>	<p>6/11/201 3</p>	<p>10/4/2012</p>	<p>Registered</p>	<p>4349658</p>	<p>6/11/2013</p>	<p>6/11/2019</p>	<p>6/11/2023</p>	<p>Class 040 - CUSTOM PRINTING SERVICES, NAMELY, DIGITAL ON DEMAND PRINTING SERVICES FOR POSTERS, BUSINESS CARDS, GREETING CARDS, CALENDARS, LABELS, STATIONERY, BROCHURES, POSTCARDS, BUSINESS PRESENTATION MATERIALS, FLYERS, INVITATIONS, CANVASES, AND PROMOTIONAL DISPLAYS; PROVIDING ONLINE CUSTOM PRINTING SERVICES VIA A GLOBAL COMPUTER NETWORK</p>	<p>Disclaimer: "24 Hour Print"</p>
 <p>PrintRunner - Quality Printing for Less (logo) Quality Print--Fast (logo)</p>	<p>Digital Room, Inc.</p>	<p>85335143</p>	<p>6/11/2011</p>	<p>6/11/2004</p>	<p>Registered</p>	<p>4090476</p>	<p>1/24/2012</p>	<p>1/24/2018</p>	<p>1/24/2022</p>	<p>Class 040 - CUSTOMIZED PRINTING OF COMPANY NAMES AND LOGOS FOR PROMOTIONAL AND ADVERTISING PURPOSES ON THE GOODS OF OTHERS; DESIGN PRINTING FOR OTHERS</p>	<p>Disclaimer: "Quality Printing for Less"</p>
 <p>PrintPlace (logo)</p>	<p>Digital Room, Inc.</p>	<p>85335137</p>	<p>6/11/2011</p>	<p>6/11/2004</p>	<p>Registered</p>	<p>4093550</p>	<p>1/31/2012</p>	<p>1/31/2018</p>	<p>1/31/2022</p>	<p>Class 040 - CUSTOMIZED PRINTING OF COMPANY NAMES AND LOGOS FOR PROMOTIONAL AND ADVERTISING PURPOSES ON THE GOODS OF OTHERS; DESIGN PRINTING FOR OTHERS</p>	<p>Disclaimer: "Quality Printing for Less"</p>
 <p>PrintPlace (logo)</p>	<p>Digital Room, Inc.</p>	<p>77506655</p>	<p>6/24/200 8</p>	<p>6/24/2008</p>	<p>Registered</p>	<p>3665753</p>	<p>8/11/2009</p>	<p>8/11/2015</p>	<p>8/11/2019</p>	<p>Class 035 - On-line ordering services featuring customized printed products; On-line retail store services featuring customized printed products; Operating an on-line shopping site in the field of printed customized products Class 040 - Bindery services for others, namely, collating, folding, stapling, perforating, cutting and binding of printed, photocopied and typewritten materials; Design printing for others; Digital on-demand printing services of books and other documents; Manufacture of general product lines in the field of printed products to the order and specification of others; Printing; Printing of advertising matter; Printing of books; Printing of photographic images from digital media; Stationery printing services; printing services provided via the Internet</p>	<p>Disclaimer: "Print Place"</p>

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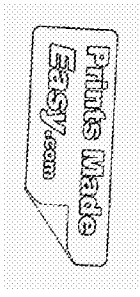
PASSIONATE ABOUT PRINTING	Digital Room, Inc.	77506689	6/24/2008	6/24/2008	REGISTRATION	3741624	1/26/2010	1/26/2016	1/26/2020	Class 035 - On-line ordering services featuring customized printed products; On-line retail store services featuring customized printed products; Operating an on-line shopping site in the field of printed customized products. Class 040 - Bindery services for others, namely, collating, folding, stapling, perforating, cutting and binding of printed, photocopied and typewritten materials; Design printing for others; Digital on-demand printing services of books and other documents; Manufacture of general product lines in the field of printed products to the order and specification of others; Printing of advertising matter; Printing of books; Printing of photographic images from digital media; Stationery printing services; printing services provided via the Internet	Disclaimer: "Printing"
PRINTPLACE.COM	Digital Room, Inc.	85957739	6/12/2013	6/24/2008	REGISTRATION	4578642	8/5/2014	8/5/2020	8/5/2024	Class 035 - On-line ordering services featuring customized printed products; On-line retail store services featuring customized printed products; Operating an on-line shopping site in the field of printed customized products. Class 040 - Bindery services for others, namely, collating, folding, stapling, perforating, cutting and binding of printed, photocopied and typewritten materials; Design printing for others; Digital on-demand printing services of books and other documents; Manufacture of general product lines in the field of printed products to the order and specification of others; Printing of advertising matter; Printing of photographic images from digital media; Stationery printing services; printing services provided via the Internet	
PRINTPLACE	Digital Room, Inc.	85957748	6/12/2013	6/24/2008	REGISTRATION	4578643	8/5/2014	8/5/2020	8/5/2024	Class 035 - On-line ordering services featuring customized printed products; On-line retail store services featuring customized printed products; Operating an on-line shopping site in the field of printed customized products. Class 040 - Bindery services for others, namely, collating, folding, stapling, perforating, cutting and binding of printed, photocopied and typewritten materials; Design printing for others; Digital on-demand printing services of books and other documents; Manufacture of general product lines in the field of printed products to the order and specification of others; Printing of advertising matter; Printing of photographic images from digital media; Stationery printing services; printing services provided via the Internet	

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MODERN GREETINGS	Digital Room, Inc.	85278560	3/28/2011	10/8/2012	REGISTERED	42583359	12/11/2012	12/11/2018	12/11/2022	Class 040 - Printing services, customized printing services	Disclaimer: "Greetings"
MODERN GREETINGS (LOGO)	Digital Room, Inc.	85278566	3/28/2011	10/8/2012	REGISTERED	4309615	3/26/2013	3/26/2019	3/26/2023	Class 035 - Online ordering services in the field of standard and customized materials, namely, invitations, announcement cards, thank you cards, stationary cards, blank cards, note cards, holiday cards, occasion cards, greeting cards, cards with photographs, postcards, gift tags, address labels, stickers, envelopes, photo albums, scrap books, books containing photos or images	Disclaimer: "Greetings"
modern greetings	Digital Room, Inc.	85278574	3/28/2011	10/8/2012	REGISTERED	4258361	12/11/2012	12/11/2018	12/11/2022	Class 035 - Online ordering services in the field of standard and customized materials, namely, invitations, announcement cards, thank you cards, stationary cards, blank cards, note cards, holiday cards, occasion cards, greeting cards, cards with photographs, postcards, gift tags, address labels, stickers, envelopes, photo albums, scrap books, books containing photos or images	Disclaimer: "Greetings"
MODERN GREETINGS.COM	Digital Room, Inc.	85278576	3/28/2011	10/8/2012	REGISTERED	4258362	12/11/2012	12/11/2018	12/11/2022	Class 035 - Online ordering services in the field of standard and customized materials, namely, invitations, announcement cards, thank you cards, stationary cards, blank cards, note cards, holiday cards, occasion cards, greeting cards, cards with photographs, postcards, gift tags, address labels, stickers, envelopes, photo albums, scrap books, books containing photos or images	Disclaimer: "Greetings"
MODERN GREETINGS (LOGO)	Digital Room, Inc.	85278579	3/28/2011	10/8/2012	REGISTERED	4258363	12/11/2012	12/11/2018	12/11/2022	Class 016 - Printed materials, namely, invitations, announcement cards, thank you cards, stationary cards, blank cards, note cards, holiday cards, occasion cards, greeting cards, cards with photographs, postcards, gift tags, address labels, stickers, envelopes, photo albums, scrap books, and books containing photos or images	Disclaimer: "Greetings"
modern greetings	Digital Room, Inc.	85278579	3/28/2011	10/8/2012	REGISTERED	4258363	12/11/2012	12/11/2018	12/11/2022	Class 016 - Printed materials, namely, invitations, announcement cards, thank you cards, stationary cards, blank cards, note cards, holiday cards, occasion cards, greeting cards, cards with photographs, postcards, gift tags, address labels, stickers, envelopes, photo albums, scrap books, and books containing photos or images	Disclaimer: "Greetings"
MODERN GREETINGS.COM	Digital Room, Inc.	85278582	3/28/2011	10/8/2012	REGISTERED	4258364	12/11/2012	12/11/2018	12/11/2022	Class 016 - Printed materials, namely, invitations, announcement cards, thank you cards, stationary cards, blank cards, note cards, holiday cards, occasion cards, greeting cards, cards with photographs, postcards, gift tags, address labels, stickers, envelopes, photo albums, scrap books, and books containing photos or images	Disclaimer: "Greetings"

MODERN GREETINGS	Digital Room, Inc.	8527856 5	3/28/201 1	10/8/2012	Registered	4258365	12/1/2012	12/1/201 8	12/11/202 2	Class 016 - Printed materials, namely, invitations, announcement cards, thank you cards, stationery cards, blank cards, note cards, holiday cards, occasion cards, greeting cards, cards with photographs, postcards, gift tags, address labels, stickers, envelopes, photo albums, scrap books, and books containing photos or images	Disclaimer: "Greetings"
MODERN GREETINGS	Digital Room, Inc.	8597791 2	3/28/201 1	10/8/2012	Registered	4252693	12/18/2012	12/18/201 8	12/18/202 2	Class 042 - Online services, namely, providing a website that enables end users to upload, download, email and share photographic images, and invitation creation and delivery; providing temporary use of online nondownloadable computer software that enables end users to upload photographs and content for the design, ordering and printing of customized printed materials, and to upload, create and share party and event planning information	Disclaimer: "Greetings"
POSTCARD PRESS	Digital Room, Inc.	7668001 2	7/30/200 7	Dec-97	Registered	3474411	7/29/2008	FILED	7/29/2018	Class 040 - Printing services, namely, custom printing for others	Disclaimer: "Press"
NEXTDAYFLYERS	Digital Room, Inc.	7668002 1	7/30/200 7	Jun-99	Registered	3474412	7/29/2008	FILED	7/29/2018	Class 040 - Printing services, namely, custom printing for others	
POSTCARDPRESS	Digital Room, Inc.	7668002 2	7/30/200 7	Dec-97	Registered	3474413	7/29/2008	FILED	7/29/2018	Class 040 - Printing services, namely, custom printing for others	
NEXT DAY FLYERS	Digital Room, Inc.	7668002 3	7/30/200 7	Jun-99	Registered	3474414	7/29/2008	FILED	7/29/2018	Class 040 - Printing services, namely, custom printing for others	Disclaimer: "Flyers"
PRINTS MADE EASY.COM (LOGO)	Digital Room, Inc.	7843900 5	6/22/200 4	7/31/2002	Registered	3122667	8/1/2006	FILED	8/1/2016	Class 016 - Printed products, namely, business cards, post cards, address labels, folders, stationery, holiday cards, thank you cards, greeting cards, note cards, invitations, brochures, flyers, and announcement cards to which personal artwork design can be applied Class 042 - Nondownloadable computer software which allows customers to create personal artwork designs that can be applied to a variety of products	



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