

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Softprint Holdings, Inc		03/30/2017	Corporation: NEW YORK
ColorCentric, Corp.		03/30/2017	Corporation: NEW YORK
PrInternet, Inc.		03/30/2017	Corporation: NEW YORK
Solidiphy, Inc.		03/30/2017	Corporation: NEW YORK
Photo Solutions Group, Inc.		03/30/2017	Corporation: NEW YORK
Carlson Acquisition Corp.		03/30/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	3 City Center, 180 S. Clinton Avenue		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3766662	PICABOO	
Registration Number:	3579459	SMILEBOOKS	
Registration Number:	3579456	SMILEBOOKS	
CORRESPONDENCE DATA			
Fax Number:	5854198813		
<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:	585.419.8636		
Email:	trademarks@harrisbeach.com		
Correspondent Name:	Neal L. Slifkin, Esq.		
Address Line 1:	Harris Beach PLLC, 99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	288069		
NAME OF SUBMITTER:	Melanie L. Lavacca		

CH \$90.00 3766662

SIGNATURE:	/Melanie L. Lavacca/
DATE SIGNED:	04/24/2017
Total Attachments: 7 source=Intellectual_Property_Security_Agreement_Manufacturers_and_Traders_Trust#page1.tif source=Intellectual_Property_Security_Agreement_Manufacturers_and_Traders_Trust#page2.tif source=Intellectual_Property_Security_Agreement_Manufacturers_and_Traders_Trust#page3.tif source=Intellectual_Property_Security_Agreement_Manufacturers_and_Traders_Trust#page4.tif source=Intellectual_Property_Security_Agreement_Manufacturers_and_Traders_Trust#page5.tif source=Intellectual_Property_Security_Agreement_Manufacturers_and_Traders_Trust#page6.tif source=Intellectual_Property_Security_Agreement_Manufacturers_and_Traders_Trust#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of March 30, 2017, is made by and among Softprint Holdings, Inc., a New York corporation, ColorCentric, Corp., a New York corporation, PrInternet, Inc., a New York corporation, Solidiphy, Inc., a New York corporation, Photo Solutions Group, Inc., a New York corporation, Carlson Acquisition Corp., a New York corporation (collectively, the “**Grantors**”) in favor of Manufacturers and Traders Trust Company (the “**Secured Party**”), a New York banking corporation.

WHEREAS, the Grantors have entered into a Credit Agreement with Secured Party dated of even date herewith (the “**Credit Agreement**”).

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Credit Agreement, each Grantor has executed and delivered to the Secured Party that certain General Security Agreement dated of even date herewith, made by and among the Grantors and the Secured Party (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with Secured Party as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the “**IP Collateral**”):

* (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”);

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Transaction Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Security Agreement, which is hereby incorporated by reference, and shall constitute a “Transaction Document” as defined in the Credit Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

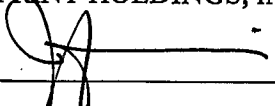
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and

thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

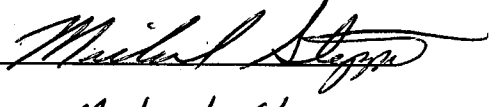
SOFTPRINT HOLDINGS, INC.

By:  _____

Name: John M. Lacagnina

Title: CEO

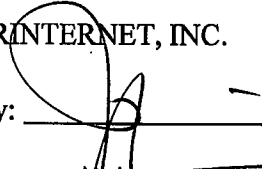
COLORCENTRIC, CORP.

By:  _____

Name: Michael Stegge

Title: President

PRINTERNET, INC.

By:  _____

Name: John M. Lacagnina

Title: CEO

SOLIDIPHY, INC.

By:  _____

Name: John M. Lacagnina

Title: CEO

PHOTO SOLUTIONS GROUP, INC.

By:  _____

Name: Andrew Conway

Title: President

CARLSON ACQUISITION CORP.

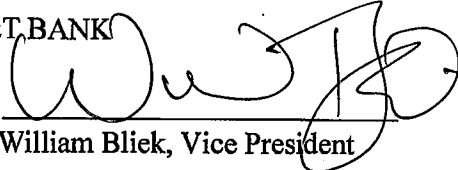
By:  _____

Name: John M. Lacagnina

Title: CEO

Acknowledged and Agreed:

M&T BANK

By:  _____

William Bliet, Vice President

[Signature Page - IP Security Agreement]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Picaboo: IP Detail

1. Patents

WO2012030865A1

PCT/US2011/049797

Image clustering and page layout system and method

Kevin McCurdy, Dennis John

<https://patents.google.com/patent/WO2012030865A1/en>

WO2009042808A1

PCT/US2008/077749

Greeting card system and method

Kevin McCurdy, Greg Tatem, Howard Field

<https://patents.google.com/patent/WO2009042808A1/en>

WO2012030868A1

PCT/US2011/049800

Automatic identification of photo books system and method

Kevin McCurdy, Dennis John

<https://patents.google.com/patent/WO2012030868A1/en>

WO2012030866A1

US20120054072 A1

US 12/872,400

Automatic content book creation system and method based on a date range

Kevin McCurdy, Dennis John

<https://www.google.com/patents/US20120054072>

WO2009042804A1

PCT/US2008/077744

Story flow system and method

Kevin McCurdy, Greg Tatem, Howard Field

<https://patents.google.com/patent/WO2009042804A1/en>

TRADEMARK

REEL: 006039 FRAME: 0990

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. US Trademark Registration No. 3,766,662 for PICABOO, Registered March 30, 2010
2. U.S. Registration Number(s) 3579459 and 3579456 for Smilebooks, Refiled February 11, 2017

SCHEDULE 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE