

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Pen Co. LLC		05/16/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3457795	ALLURE	
Registration Number:	3671485	COLORAMA	
Registration Number:	3530107	COLORSTICK	
Registration Number:	3457793	ECONOBALL	
Registration Number:	3461434	ECONOGRIP	
Registration Number:	3457792	ECONORAMA	
Registration Number:	4581472	EVERSMOOTH INK	
Registration Number:	1498610	GALLERY PEN	
Registration Number:	4217319	GOLDSTAR	
Registration Number:	3965244		
Registration Number:	4581947	LASERMAX	
Registration Number:	3162315		
Registration Number:	3461432	MY FAVORITE PEN	
Registration Number:	3970614	N	
Registration Number:	3970629	N NATIONALDESIGN	
Registration Number:	1198636	NATIONAL PEN	
Registration Number:	3965166	NATIONAL PEN	
Registration Number:	1233504	NATIONAL PEN	
Registration Number:	4937936	SIMPLICITY	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4942461	SIMPLICOLOR
Registration Number:	4603450	SMOOTHWRITE
Registration Number:	1508081	SOFT-RITE
Registration Number:	3618279	SQUIGGLE
Registration Number:	4259469	THE FULL COLOR GRAPHICS COMPANY
Registration Number:	1478668	WRITE DESIGN
Registration Number:	3918125	YOUR IMAGE IS OUR BUSINESS

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0094
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	05/17/2017

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of May 16, 2017 by and from NATIONAL PEN CO. LLC, a Delaware limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Cimpress N.V. (the "Parent"), Vistaprint Limited (the "Company"), Cimpress Schweiz GmbH, Vistaprint B.V. and Cimpress USA Incorporated (collectively, the "Subsidiary Borrowers") and, together with the Parent and the Company, the "Borrowers"), the Lenders and the Grantee have entered into a Credit Agreement dated October 21, 2011, as amended and restated as of February 8, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain other Subsidiaries of the Parent have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated February 8, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Grantor and certain other Subsidiaries of the Parent have entered into a Pledge and Security Agreement dated February 8, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks,

(3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

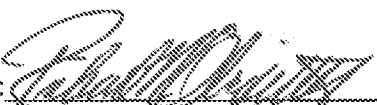
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

NATIONAL PEN CO. LLC

By: 

Name: Richard Obrigawitch

Title: Vice President, Chief Financial Officer,
and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Title	Status	Country	Application Number Application Date	Registration Number Registration Date
National Pen Co. LLC	ALLURE	Registered	United States	77322541 11/6/2007	3457795 7/1/2008
National Pen Co. LLC	COLORAMA	Registered	United States	77320580 11/2/2007	3671485 8/25/2009
National Pen Co. LLC	COLORSTICK	Registered	United States	77320589 11/2/2007	3530107 11/11/2008
National Pen Co. LLC	EconoBall	Registered	United States	77323492 11/6/2007	3457793 7/1/2008
National Pen Co. LLC	EconoGrip	Registered	United States	77322451 11/6/2007	3461434 7/8/2008
National Pen Co. LLC	EconoRama	Registered	United States	77322472 11/6/2007	3457792 7/1/2008
National Pen Co. LLC	EVERSMOOTH INK	Registered	United States	85957639 6/12/2013	4581472 8/5/2014
National Pen Co. LLC	GALLERY PEN	Registered	United States	73700729 12/14/1987	1498610 8/2/1988
National Pen Co. LLC	GOLDSTAR	Registered	United States	85540721 2/13/2012	4217319 10/2/2012
National Pen Co. LLC	HEXAGON LOGO	Registered	United States	85123930 9/7/2010	3965244 5/24/2011
National Pen Co. LLC	LASERMAX	Registered	United States	86162606 1/10/2014	4581947 8/5/2014
National Pen Co. LLC	MISC. DESIGN (HEXAGONAL DESIGN)	Registered	United States	78749914 11/8/2005	3162315 10/24/2006
National Pen Co. LLC	MY FAVORITE PEN	Registered	United States	77322435 11/6/2007	3461432 7/8/2008
National Pen Co. LLC	N and Design	Registered	United States	85150798 10/12/2010	3970614 5/31/2011
National Pen Co. LLC	N NATIONAL DESIGN and Design	Registered	United States	85151248 10/13/2010	3970629 5/31/2011
National Pen Co. LLC	NATIONAL PEN	Registered	United States	73238903 11/13/1979	1198636 6/22/1982
National Pen Co. LLC	NATIONAL PEN	Registered	United States	85117203 8/27/2010	3965166 5/24/2011
National Pen Co. LLC	NATIONAL PEN AND DESIGN	Registered	United States	73238907 11/13/1979	1233504 4/5/1983
National Pen Co.	SIMPLICITY	Registered	United States	86500849 1/12/2015	4,937,936 4/12/2016
National Pen Co.	SIMPLICOLOR	Registered	United States	86500853 1/12/2015	4,942,461 4/19/2016
National Pen Co. LLC	SMOOTHWRITE	Registered	United States	86090443 10/14/2013	4,603,430 9/9/2014
National Pen Co. LLC	SOFT-RITE	Registered	United States	73668725 6/26/1987	1508081 10/11/1988
National Pen Co. LLC	SQUIGGLE	Registered	United States	77410336 2/29/2008	3618279 5/12/2009
National Pen Co. LLC	THE FULL COLOR GRAPHICS COMPANY	Registered	United States	85540716 2/13/2012	4259469 12/11/2012
National Pen Co. LLC	WRITE DESIGN	Registered	United States	73668726 6/26/1987	1478668 3/1/1988
National Pen Co. LLC	YOUR IMAGE IS OUR BUSINESS	Registered	United States	77968312 3/25/2010	3918125 2/8/2011