

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Room LLC		12/29/2017	Limited Liability Company: CALIFORNIA
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: 22			
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	
Registration Number:	3474411	POSTCARD PRESS	
TRADEMARK			

CH \$565.00 4079755

Property Type	Number	Word Mark
Registration Number:	3474412	NEXTDAYFLYERS
Registration Number:	3474413	POSTCARDPRESS
Registration Number:	3474414	NEXT DAY FLYERS

CORRESPONDENCE DATA

Fax Number: 3125585700

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: (312) 558-6352

Email: mfoy@winston.com

Correspondent Name: Michelle Foy, Winston & Strawn LLP

Address Line 1: 35 West Wacker Drive

Address Line 2: Suite 4200

Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER: 86700.260

NAME OF SUBMITTER: Michelle Foy

SIGNATURE: /Michelle Foy/

DATE SIGNED: 01/02/2018

Total Attachments: 7

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FIRST LIEN GRANT OF SECURITY INTEREST
IN TRADEMARKS

This First Lien Grant of Security Interest in Trademarks, dated as of December 29, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of BNP Paribas, as collateral agent, (the “Collateral Agent”).

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the First Lien Security Agreement among the Grantors, the other assignors from time to time party thereto and the Collateral Agent, dated as of December 29, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor’s use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto, in each case, except to the extent constituting Excluded Property.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof include, any applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of any Grantor’s “intent to use” such Trademarks or service marks applications unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office(solely to the extent that, and solely during the period in which, the

grant of a security interest therein would impair the validity or enforceability of such "intent to use" application or any registration that issues from such "intent to use" application under applicable federal law) whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Security Agreement.

This Agreement has been executed in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 5. Counterparts

This Agreement may be executed by facsimile or other electronic imaging transmission and in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

DIGITAL ROOM LLC, Grantor

By 

Name: Michael Turner

Title: Chief Executive Officer and Secretary

[Signature Page to First Lien IP Grant (Digital Room LLC)]

TRADEMARK
REEL: 006240 FRAME: 0191

BNP PARIBAS, as Collateral Agent

By 
Name: Aadil Zuberi
Title: Vice President

By 
Name: Uzo Arinze
Title: Managing Director

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
UPRINTING (standard character mark)	85316204	5/9/2011	4079755	1/3/2012
DIGITAL ROOM (standard character mark)	85316215	5/9/2011	4079756	1/3/2012
YouPrint THE EASY WAY TO STAND OUT (logo)	85761580	10/23/2012	4350254	6/11/2013
24hourprint Quality Print— Fast (logo)	85747155	10/5/2012	4349658	6/11/2013
PrintRunner – Quality Printing for Less (logo) Quality Print— Fast (logo)	85335143	6/1/2011	4090476	1/24/2012
PRINTRUNNER (standard character mark)	85335137	6/1/2011	4093550	1/31/2012
PrintPlace (Logo)	77506655	6/24/2008	3665753	8/11/2009
PASSIONATE ABOUT PRINTING	77506689	6/24/2008	3741624	1/26/2010
PRINTPLACE.C OM	85957739	6/12/2013	4578642	8/5/2014
PRINTPLACE	85957748	6/12/2013	4578643	8/5/2014
MODERN GREETINGS	85278560	3/28/2011	4258359	12/11/2012
MODERN GREETINGS (LOGO)	85278566	3/28/2011	4309615	3/26/2013

MODERNGREETINGS.COM	85278574	3/28/2011	4258361	12/11/2012
MODERN GREETINGS	85278576	3/28/2011	4258362	12/11/2012
MODERN GREETINGS (LOGO)	85278579	3/28/2011	4258363	12/11/2012
MODERNGREETINGS.COM	85278582	3/28/2011	4258364	12/11/2012
MODERN GREETINGS	85278585	3/28/2011	4258365	12/11/2012
MODERN GREETINGS	85977912	3/28/2011	4262693	12/18/2012
POSTCARD PRESS	76680012	7/30/2007	3474411	7/29/2008
NEXTDAYFLYERS	76680021	7/30/2007	3474412	7/29/2008
POSTCARDPRESS	76680022	7/30/2007	3474413	7/29/2008
NEXT DAY FLYERS	76680023	7/30/2007	3474414	7/29/2008