

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525034

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digital Room LLC		05/21/2019	Limited Liability Company: CALIFORNIA
AMC Acquisition LLC		05/21/2019	Limited Liability Company: DELAWARE
Logo Sportswear Inc.		05/21/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Deutsche Bank Trust Company Americas, as collateral agent
<b>Street Address:</b>	60 Wall Street
<b>Internal Address:</b>	16th Floor NYC 60-1625
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Banking Corporation: NEW YORK

## PROPERTY NUMBERS Total: 26

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

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	3474412	NEXTDAYFLYERS
Registration Number:	3474414	NEXT DAY FLYERS
Registration Number:	4047108	BARGAIN BASEMENT PRINTING
Registration Number:	4085483	
Registration Number:	5159257	48HOURPRINT.COM
Registration Number:	5058148	LOGO SPORTSWEAR
Registration Number:	4776920	TFUND

**CORRESPONDENCE DATA**

**Fax Number:** 2028357586

*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:** 202-835-7500

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K Street, NW, Suite 1100

**Address Line 2:** Milbank, LLP

**Address Line 4:** Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 26203.00015

**NAME OF SUBMITTER:** Javier J. Ramos

**SIGNATURE:** /Javier J. Ramos/

**DATE SIGNED:** 05/25/2019

**Total Attachments: 7**

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of May 21, 2019 (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 Deutsche Bank Trust Company Americas, 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 Second Lien Security Agreement among the Grantors, the other assignors from time to time party thereto, the Administrative Agent and the Collateral Agent, dated as of May 21, 2019 (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 Assets.

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.

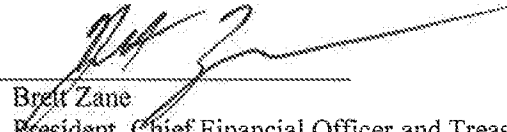
SECTION 5.     Counterparts

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.

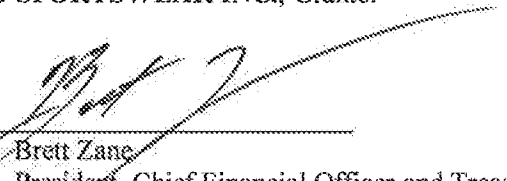
**DIGITAL ROOM LLC, Grantor**

By:   
Name: Brett Zane  
Title: President, Chief Financial Officer and Treasurer

**AMC ACQUISITION LLC, Grantor**

By:   
Name: Brett Zane  
Title: President, Chief Financial Officer and Treasurer

**LOGO SPORTSWEAR INC., Grantor**

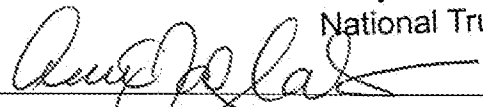
By:   
Name: Brett Zane  
Title: President, Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]


**TRADEMARK**  
**REEL: 006653 FRAME: 0554**

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent

By: Deutsche Bank  
National Trust Company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Annie Jaghatspanyan  
Vice President

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


ROBERT S. PESCHLER  
VICE PRESIDENT

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR DIGITAL ROOM LLC

<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
UPRINTING (standard character mark)	1/3/2012	OWNED	4079755
DIGITAL ROOM (standard character mark)	1/3/2012	OWNED	4079756
YouPrint THE EASY WAY TO STAND OUT (logo)	6/11/2013	OWNED	4350254
24hourprint Quality Print—Fast (logo)	6/11/2013	OWNED	4349658
PrintRunner – Quality Printing for Less (logo) Quality Print—Fast (logo)	1/24/2012	OWNED	4090476
PRINTRUNNER (standard character mark)	1/31/2012	OWNED	4093550
PrintPlace (Logo)	8/11/2009	OWNED	3665753
PASSIONATE ABOUT PRINTING	1/26/2010	OWNED	3741624
PRINTPLACE.COM	8/5/2014	OWNED	4578642
PRINTPLACE	8/5/2014	OWNED	4578643
MODERN GREETINGS	12/11/2012	OWNED	4258359
MODERN GREETINGS (LOGO)	3/26/2013	OWNED	4309615
MODERNGREETINGS.COM	12/11/2012	OWNED	4258361

<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
MODERN GREETINGS	12/11/2012	OWNED	4258362
MODERN GREETINGS (LOGO)	12/11/2012	OWNED	4258363
MODERNGREETINGS.COM	12/11/2012	OWNED	4258364
MODERN GREETINGS	12/11/2012	OWNED	4258365
MODERN GREETINGS	12/18/2012	OWNED	4262693
POSTCARD PRESS	7/29/2008	OWNED	3474411
NEXTDAYFLYERS	7/29/2008	OWNED	3474412
NEXT DAY FLYERS	7/29/2008	OWNED	3474414

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR AMC ACQUISITION LLC

<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
BARGAIN BASEMENT PRINTING	10/25/2011	OWNED	4047108
	1/17/2012	OWNED	4085483
48 Hour Print.com (LOGO)	3/14/2017	OWNED	5159257



TRADEMARK REGISTRATIONS AND APPLICATIONS FOR LOGO SPORTSWEAR INC.

<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
LOGO SPORTSWEAR	10/11/2016	OWNED	5058148
TFUND	07/21/2015	OWNED	4776920