

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Build A Sign LLC		10/10/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	IL-1-1145/54/63, P.O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5749196	BANNERS ON THE CHEAP
Registration Number:	5753656	CANVAS ON THE CHEAP
Registration Number:	5743911	EASY ART PRINTS
Registration Number:	5749197	MAGNETS ON THE CHEAP
Serial Number:	87497503	EASY CANVAS PRINTS
Serial Number:	85250704	BUILDASIGN.COM
Serial Number:	88432046	ALLIED SHIRTS
Serial Number:	88432051	ALLIED SHIRTS
Serial Number:	88064895	ALLIED SHIRTS
Serial Number:	88464345	FLAGS ON THE CHEAP
Serial Number:	88466813	STICKERS ON THE CHEAP
Registration Number:	5755360	SIGNS ON THE CHEAP

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: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

TRADEMARK

Address Line 1: 330 North Wabash
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0094 HP

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: /hp/

DATE SIGNED: 10/10/2019

Total Attachments: 6

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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 October 10, 2019 by and from BUILD A SIGN 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 “Company”), the Subsidiary Borrowers party thereto (the “Subsidiary Borrowers” and, together with the Company, the “Borrowers”), the Lenders and the Grantee have entered into a Second Amended and Restated Credit Agreement dated July 13, 2017 (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 Company have guaranteed the repayment of the Secured Obligations pursuant to a Second Amended and Restated Guaranty dated July 13, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Grantor and certain other Subsidiaries of the Company have entered into an Amended and Restated Pledge and Security Agreement dated July 13, 2017 (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 Banking Services Obligations not yet due and payable, Swap Obligations not yet due and payable, Unliquidated Obligations for which no claim has been made and other Obligations expressly stated to survive such payment and termination), 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 such 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 such 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.

BUILD A SIGN LLC

By: 
Name: Jonathan Chevalier
Title: Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Database	Application Number Application Date	Registration Number Registration Date	Owner
BANNERS ON THE CHEAP BANNERS ON THE CHEAP	U.S. Federal	88064898 8/3/2018	5749196 5/14/2019	BUILD A SIGN, LLC
CANVAS ON THE CHEAP CANVAS ON THE CHEAP	U.S. Federal	88064900 8/3/2018	5753656 5/14/2019	BUILD A SIGN, LLC
EASY ART PRINTS EASY ART PRINTS	U.S. Federal	88064903 8/3/2018	5743911 5/7/2019	BUILD A SIGN, LLC
MAGNETS ON THE CHEAP MAGNETS ON THE CHEAP	U.S. Federal	88064905 8/3/2018	5749197 5/14/2019	BUILD A SIGN, LLC

Trademark	Database	Application Number Application Date	Registration Number Registration Date	Owner
SIGNS ON THE CHEAP	U.S. Federal	88064908 8/3/2018	5755360 5/21/2019	BUILD A SIGN, LLC
SIGNS ON THE CHEAP				
EASY CANVAS PRINTS	U.S. Federal	87497503 6/20/2017		BUILD A SIGN, LLC
EASY CANVAS PRINTS				
BUILDASIGN.COM BuildASign.com	U.S. Federal	85250704 2/24/2011	4127765 4/17/2012	BUILD A SIGN LLC DBA BUILDASIGN.COM
ALLIED SHIRTS	U.S. Federal	88432046 5/15/2019		BUILD A SIGN LLC
ALLIED SHIRTS				
ALLIED SHIRTS	U.S. Federal	88432051 5/15/2019		BUILD A SIGN LLC
ALLIED SHIRTS				
ALLIED SHIRTS	U.S. Federal	88064895 8/3/2018		BUILD A SIGN LLC

Trademark	Database	Application Number Application Date	Registration Number Registration Date	Owner
FLAGS ON THE CHEAP	U.S. Federal	88-64345 6/7/2019		BUILD A SIGN LLC
STICKERS ON THE CHEAP	U.S. Federal	88-66813 6/10/2019		BUILD A SIGN LLC