

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Pen Co. LLC		04/30/2020	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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88634896	ADA SUE	
Serial Number:	87699004	ALPHA SOFT TOUCH PEN WITH STYLUS	
Serial Number:	88634895	ANNA LANE	
Serial Number:	88634898	BENA	
Serial Number:	88634901	BOBBIE JACK	
Serial Number:	88634899	GELEBRATION	
Serial Number:	88616368	GOLDSTAR	
Serial Number:	88652796		
Serial Number:	88634891	JESSIE MAC	
Serial Number:	88634893	JOHN DAVID	
Serial Number:	88634894	RORY JO	
Serial Number:	88634900	TANAH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		

CH \$315.00 88634896

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: 04/30/2020

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 April 30, 2020 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, Cimpres plc (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.

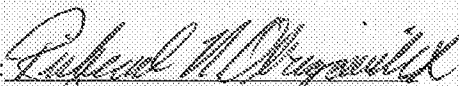
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be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

NATIONAL PEN CO. LLC

By: 
Name: Ronald M. O'Brien
Title: SECRETARY, CFO/COO

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date
United States	ADA SUE	88634896	9/28/2019		
United States	ALPHA SOFT TOUCH PEN WITH STYLUS	8776899.004	11/28/2017	5906127	11/12/2019
United States	ANNA LANE	88634895	9/28/2019		
United States	BENA	88634898	9/28/2019		
United States	BOBBIE JACK	88634891	9/28/2019		
United States	GELBRATION	88634899	9/28/2019		
United States	GOLDSTAR	88616358	9/13/2019		
United States	Goldstar Logo	88652796	10/14/2019		
United States	JESSIE MAC	88634891	9/28/2019		
United States	JOHN DAVID	88634893	9/28/2019		
United States	RORY JO	88634894	9/28/2019		
United States	TANAH	88634900	9/28/2019		