

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574538

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                 | Formerly | Execution Date | Entity Type                            |
|----------------------|----------|----------------|--|
| NATIONAL PEN CO. LLC |          | 05/01/2020     | Limited Liability Company:<br>DELAWARE |

## RECEIVING PARTY DATA

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | U.S. BANK, NATIONAL ASSOCIATION             |
| <b>Street Address:</b>   | 100 Wall Street                             |
| <b>Internal Address:</b> | 6th Floor                                   |
| <b>City:</b>             | New York                                    |
| <b>State/Country:</b>    | NEW YORK                                    |
| <b>Postal Code:</b>      | 10005                                       |
| <b>Entity Type:</b>      | National Banking Association: UNITED STATES |

## PROPERTY NUMBERS Total: 30

| Property Type        | Number  | Word Mark                        |
|----------------------|---------|----------------------------------|
| Registration Number: | 3457795 | ALLURE                           |
| Registration Number: | 5906127 | ALPHA SOFT TOUCH PEN WITH STYLUS |
| Registration Number: | 3671485 | COLORAMA                         |
| Registration Number: | 3530107 | COLORSTICK                       |
| Registration Number: | 4581472 | EVERSMOOTH INK                   |
| Registration Number: | 3965244 |                                  |
| Registration Number: | 4581947 | LASERMAX                         |
| Registration Number: | 3162315 |                                  |
| Registration Number: | 3461432 | MY FAVORITE PEN                  |
| Registration Number: | 1198636 | NATIONAL PEN                     |
| Registration Number: | 3965166 | NATIONAL PEN                     |
| Registration Number: | 1233504 | NATIONAL PEN                     |
| Registration Number: | 4937936 | SIMPLICITY                       |
| 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  |

TRADEMARK

| Property Type        | Number   | Word Mark                  |
|----------------------|----------|----------------------------|
| Registration Number: | 3918125  | YOUR IMAGE IS OUR BUSINESS |
| Serial Number:       | 88634896 | ADA SUE                    |
| 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:**

*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.*

**Email:** mpotts@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com

**Correspondent Name:** Marissa Potts

**Address Line 1:** Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10019-6064

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 30151-068       |
| <b>NAME OF SUBMITTER:</b>      | Marissa Potts   |
| <b>SIGNATURE:</b>              | /Marissa Potts/ |
| <b>DATE SIGNED:</b>            | 05/01/2020      |

**Total Attachments: 5**

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**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of May 1, 2020 (this “Notice”), made by each of the undersigned Subsidiaries of Cimpress plc (each, a “Pledgor”), in favor of U.S. BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to (a) the Indenture, dated as of May 1, 2020 among Cimpress plc, the Guarantors party thereto, U.S. Bank National Association, as trustee, and the Collateral Agent, whereas the parties are entering into a Senior Secured Notes Indenture (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”) and (b) the Pledge and Security Agreement, dated as of May 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Cimpress plc (the “Initial Grantor”), each Subsidiary of the Initial Grantor identified therein and U.S. BANK, NATIONAL ASSOCIATION, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 6. *Miscellaneous*. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 1, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among JPMorgan Chase Bank, N.A., as First Lien Collateral Agent (as defined therein) and U.S. Bank National Association, as Second Lien Notes Agent (as defined therein) and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this  
Notice as of the day and year first above written.

NATIONAL PEN CO. LLC

By:   
Name: *Richard N. DeSantis*  
Title: *President, CEO/COO*

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006928 FRAME: 0686**

U.S. BANK, NATIONAL ASSOCIATION,  
as Collateral Agent,

By: 

Name: Thomas E. Tabor

Title: Vice President

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by National Pen Co. LLC

| Country                  | Trademark                        | Application No. | Filing Date | Registration No. | Registration Date |
|--------------------------|----------------------------------|-----------------|-------------|------------------|-------------------|
| United States of America | ADA SUE                          | 88634896        | 9/28/2019   |                  |                   |
| United States of America | ALLURE                           | 77322541        | 11/6/2007   | 3457795          | 7/1/2008          |
| United States of America | ALPHA SOFT TOUCH PEN WITH STYLUS | 87699,084       | 11/28/2017  | 5906127          | 11/12/2019        |
| United States of America | ANNA LANE                        | 88634895        | 9/28/2019   |                  |                   |
| United States of America | BENA                             | 88634898        | 9/28/2019   |                  |                   |
| United States of America | BOBBIE JACK                      | 88634901        | 9/28/2019   |                  |                   |
| United States of America | COLORAMA                         | 77320580        | 11/2/2007   | 3671485          | 8/25/2009         |
| United States of America | COLORSTICK                       | 77320589        | 11/2/2007   | 3530107          | 11/11/2008        |
| United States of America | EVERSMOOTH INK                   | 85957639        | 6/12/2013   | 4581472          | 8/5/2014          |
| United States of America | GELBRATION                       | 88634899        | 9/28/2019   |                  |                   |
| United States of America | GOLDSTAR                         | 88616368        | 9/13/2019   |                  |                   |
| United States of America | Goldstar Logo                    | 88652796        | 10/14/2019  |                  |                   |
| United States of America | HEXAGON LOGO                     | 85123930        | 9/7/2010    | 3965244          | 5/24/2011         |
| United States of America | JESSIE MAC                       | 88634891        | 9/28/2019   |                  |                   |
| United States of America | JOHN DAVID                       | 88634893        | 9/28/2019   |                  |                   |
| United States of America | LASERMAX                         | 86142646        | 1/10/2014   | 4581947          | 8/5/2014          |
| United States of America | MISC. DESIGN (HEXAGONAL DESIGN)  | 78749914        | 11/8/2005   | 3162315          | 10/24/2006        |
| United States of America | MY FAVORITE PEN                  | 77322435        | 11/6/2007   | 3461432          | 7/8/2008          |
| United States of America | NATIONAL PEN                     | 73238903        | 11/13/1979  | 1198636          | 6/22/1982         |
| United States of America | NATIONAL PEN                     | 85117203        | 8/27/2010   | 3965166          | 5/24/2011         |
| United States of America | NATIONAL PEN AND DESIGN          | 73238907        | 11/13/1979  | 1233504          | 4/5/1983          |
| United States of America | RORY JO                          | 88634894        | 9/28/2019   |                  |                   |
| United States of America | SIMPLICITY                       | 86500849        | 1/12/2015   | 4,937,936        | 4/12/2016         |
| United States of America | SIMPLICOLOR                      | 86500853        | 1/12/2015   | 4,942,461        | 4/19/2016         |
| United States of America | SMOOTHWRITE                      | 86090443        | 10/14/2013  | 4,603,450        | 9/9/2014          |
| United States of America | SOFT-RITE                        | 73668725        | 6/26/1987   | 1508081          | 10/11/1988        |
| United States of America | SQUIGGLE                         | 77410336        | 2/29/2008   | 3618279          | 5/12/2009         |
| United States of America | TANAH                            | 88634900        | 9/28/2019   |                  |                   |
| United States of America | THE FULL COLOR GRAPHICS COMPANY  | 85540716        | 2/13/2012   | 4259469          | 12/11/2012        |
| United States of America | YOUR IMAGE IS OUR BUSINESS       | 77968312        | 3/25/2010   | 3918125          | 2/8/2011          |

TRADEMARK

REEL: 006928 FRAME: 0688

RECORDED: 05/01/2020