

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vistaprint Schweiz GMBH		09/30/2013	private company with limited liability:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2433418	VISTAPRINT
Registration Number:	3126343	VISTAPRINT
Registration Number:	3117106	VISTAPRINT
Registration Number:	2817239	MAKE AN IMPRESSION
Registration Number:	4154411	VISTAPRINT
Registration Number:	3342935	NOTABLE STYLE CUSTOM STATIONERY AND MORE
Registration Number:	3333952	NOTABLE STYLE
Registration Number:	2978792	VISTAPRINT
Registration Number:	2978793	
Registration Number:	4124674	PAGEMODO
Serial Number:	85740437	VISTAMOBI
Registration Number:	3264308	FREWEBS
Serial Number:	85801865	KARDLE
Registration Number:	2459636	VISTA

TRADEMARK

**CORRESPONDENCE DATA**

Fax Number: 2149813400

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214-981-3483

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ATTORNEY DOCKET NUMBER:	36084-38140
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	10/07/2013
Total Attachments: 4 source=Vistaprint_ Executed Confirmatory Grant Re_ Trademarks (Vistaprint Schweiz GmbH)#page1.tif source=Vistaprint_ Executed Confirmatory Grant Re_ Trademarks (Vistaprint Schweiz GmbH)#page2.tif source=Vistaprint_ Executed Confirmatory Grant Re_ Trademarks (Vistaprint Schweiz GmbH)#page3.tif source=Vistaprint_ Executed Confirmatory Grant Re_ Trademarks (Vistaprint Schweiz GmbH)#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of September 30, 2013 by and from VISTAPRINT SCHWEIZ GMBH, a private company with limited liability (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Zurich, Switzerland ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, Vistaprint Limited, Vistaprint B.V., Vistaprint USA, Incorporated, Vistaprint N.V., the Subsidiary Borrowers party thereto, the Lenders and Grantee have entered into a Credit Agreement dated as of October 21, 2011, as amended and restated as of February 8, 2013 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain Affiliates of Grantor have guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated as of February 8, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Grantor and certain Affiliates of Grantor have entered into a Pledge and Security Agreement dated as of February 8, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered 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 Grantee for the benefit of the Secured Parties. The rights and remedies of 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 (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, 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 the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of 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 Grantor, together with (2) all proceeds 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.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

VISTAPRINT SCHWEIZ GMBH

By: 

Name: Peter Andereg

Title: Managing Director

[Confirmatory Grant of Security Interest in United States Trademarks]

TRADEMARK  
REEL: 005126 FRAME: 0771

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

TRADEMARK	APPLICATION NO	FILE DATE	REG NO	REG DATE
VISTAPRINT	75/914,300	2 /9 /2000	2,433,418	3 /6 /2001
VISTAPRINT	78/683,342	8 /2 /2005	3,126,343	8 /8 /2006
VISTAPRINT	78/683,366	8 /2 /2005	3,117,106	7 /18/2006
MAKE AN IMPRESSION	78/201,735	1 /9 /2003	2,817,239	2 /24/2004
VISTAPRINT & Arch Design	77/706,349	4 /3 /2009	4,154,411	6 /5 /2012
NOTABLE STYLE CUSTOM STATIONERY AND MORE & Design	77/110,513	2 /19/2007	3,342,935	11/27/2007
NOTABLE STYLE	77/110,496	2 /19/2007	3,333,952	11/13/2007
VISTAPRINT & Scroll Design	78/247,181	5 /8 /2003	2,978,792	7 /26/2005
Scroll Design	78/247,195	5 /8 /2003	2,978,793	7 /26/2005
PAGEMODO	85/341,551	6 /8 /2011	4,124,674	4 /10/2012
VISTAMOB	85/740,437	9 /27/2012		
FREEWEBS	78/616,019	4 /25/2005	3,264,308	7 /17/2007
KARDLE	85/801,865	12/13/2012		
VISTA	76/035,195	4 /26/2000	2,459,636	6 /12/2001