

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434949

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cimpress Schweiz GmbH		07/13/2017	Gesellschaft Mit Beschränkter Haftung (GmbH): SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	IL1-1145/54/63, P.O. Box 6026		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60680-6026		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87353889	CIMPRESS OPEN	
<b>Registration Number:</b>	4730403	SNAP-2-3	
<b>Serial Number:</b>	87352306	TASTEFUL MENUS	
<b>Serial Number:</b>	87352313	TASTEFUL MENUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 N. Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049067-0094		
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke		
<b>SIGNATURE:</b>	/zg/		
<b>DATE SIGNED:</b>	07/13/2017		

CH \$115.00 87353889

**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 July 13, 2017 by and from CIMPRESS SCHWEIZ GMBH (formerly known as Vistaprint Schweiz GmbH), a corporation incorporated under the laws of Switzerland (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 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.

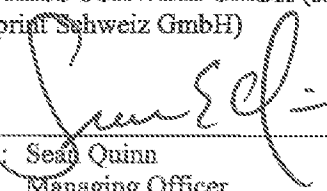
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be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

CIMPRESS SCHWEIZ GMBH (formerly known as  
Vistaprint Schweiz GmbH)


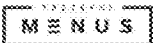

By:   
Name: Sean Quinn  
Title: Managing Officer

Signature Page to  
Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 006104 FRAME: 0706**

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Mark	Status	Country	Application Number Application Date	Registration Number Registration Date
Cimpress Schweiz GmbH	CIMPRESS	PUBLISHED	United States	86357893 8/5/2014	N/A
Cimpress Schweiz GmbH	CIMPRESS OPEN	PENDING	United States	87353889 3/1/2017	N/A
Cimpress Schweiz GmbH	Design Only 	REGISTERED	United States	79175679 5/15/2015	5056737 10/11/2016
Cimpress Schweiz GmbH	SNAP-2-3	REGISTERED	United States	86275834 5/8/2014	4730403 5/5/2015
Cimpress Schweiz GmbH	TASTEFUL MENUS	PENDING	United States	87352306 2/28/2017	N/A
Cimpress Schweiz GmbH	TASTEFUL MENUS 	PENDING	United States	87352313 2/28/2017	N/A
Cimpress Schweiz GmbH	V 	REGISTERED	United States	79158319 10/21/2014	5168858 3/28/2017
Cimpress Schweiz GmbH	VENN	PENDING	United States	87499327 6/21/2017	N/A