

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 Limited		06/27/2013	COMPANY: BERMUDA

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: 17

Property Type	Number	Word Mark
Registration Number:	2459636	VISTA
Registration Number:	2433418	VISTAPRINT
Serial Number:	85801865	KARDLE
Serial Number:	85740437	VISTAMOBI
Registration Number:	3199797	VISTAPRINT REWARDS
Registration Number:	3183063	VISTAPRINT
Registration Number:	3117106	VISTAPRINT
Registration Number:	3126343	VISTAPRINT
Registration Number:	2978793	
Registration Number:	2978792	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

CH \$440.00 2459636

Registration Number:	4124674	PAGEMODO
Registration Number:	3264308	FREEWEBS
Registration Number:	2611851	VISTASTUDIO

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
 Email: dclark@sidley.com
 Correspondent Name: Dusan Clark, Esq.
 Address Line 1: Sidley Austin LLP
 Address Line 2: 717 N. Harwood St., Suite 3400
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-38140
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/01/2013

Total Attachments: 5
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**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 June 27, 2013 by and from VISTAPRINT LIMITED, a Bermuda company ("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 Schweiz GMBH, 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 Subsidiaries 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 Subsidiaries 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.

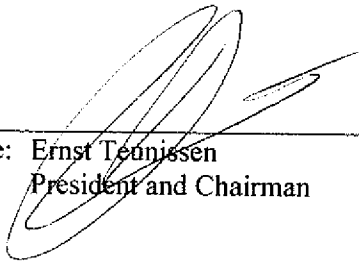
(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such 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.






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

VISTAPRINT LIMITED

By: 
Name: Ernst Tennissen
Title: President and Chairman

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
1.	VISTA	76035195	4/26/2000	2459636	6/12/2001
2.	VISTAPRINT	75914300	2/9/2000	2433418	3/6/2001
3.	KARDLE	85801865	12/13/2012		
4.	VISTAMOBI	85740437	9/27/2012		
5.	VISTAPRINT REWARDS	78713404	9/15/2005	3199797	1/16/2007
6.	VISTAPRINT <i>and Design</i> 	78683860	8/2/2005	3183063	12/12/2006
7.	VISTAPRINT	78683366	8/2/2005	3117106	7/18/2006
8.	VISTAPRINT	78683342	8/2/2005	3126343	8/8/2006
9.	DESIGN ONLY 	78247195	5/8/2003	2978793	7/26/2005
10.	VISTAPRINT <i>and Design</i> 	78247181	5/8/2003	2978792	7/26/2005
11.	MAKE AN IMPRESSION	78201735	1/9/2003	2817239	2/24/2004
12.	VISTAPRINT <i>and Design</i> 	77706349	4/3/2009	4154411	6/5/2012
13.	NOTABLE STYLE CUSTOM STATIONERY AND MORE <i>and Design</i> 	77110513	2/19/2007	3342935	11/27/2007

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
14.	NOTABLE STYLE	77110496	2/19/2007	3333952	11/13/2007
15.	PAGEMODO	85341551	6/8/2011	4124674	4/10/2012
16.	FREEWEBS	78616019	4/25/2005	3264308	7/17/2007
17.	VISTASTUDIO	76162810	11/9/2000	2611851	8/27/2002