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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM605562

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cimpress Schweiz GMBH	FORMERLY Vistaprint Schweiz GmbH	10/28/2020	Gesellschaft Mit Beschränkter Haftung (Gmbh): SWITZERLAND

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: 5

Property Type	Number	Word Mark
Serial Number:	86357893	CIMPRESS
Serial Number:	88090377	OWN THE NOW
Serial Number:	90038823	THIS IS NOT A MASK
Serial Number:	87533747	VISTAPRINT
Serial Number:	87175555	VISTAPRINT DIGITAL

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.

Phone: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0094
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/

DATE SIGNED:	10/28/2020		
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 October 28, 2020 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, Cimpress plc (the "<u>Company</u>"), the Subsidiary Borrowers party thereto (the "<u>Subsidiary Borrowers</u>" and, together with the Company, the "<u>Borrowers</u>"), the Lenders and the Grantee have entered into a Second Amended and Restated Credit Agreement dated July 13, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

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 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 amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on <u>Exhibit A</u> attached hereto (the "<u>Trademarks</u>"), 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) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) <u>The Security Interest.</u>

(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) <u>Counterparts</u>. 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) <u>Governing Law.</u> 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

By:___

Name: Sean Quinn Title: Managing Officer

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

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Mark	Status	Country	Serial Number Serial Date	Registration Number Registration Date
Cimpress Schweiz GmbH	CIMPRESS	Registered	United States	86/357,893 8/5/2014	6102274 7/14/2020
Cimpress Schweiz GmbH	Cimpress Logo	Registered	United States	79175679 5/15/2015	5056737 10/11/2016
Cimpress Schweiz GmbH	OWN THE NOW	Registered	United States	88/090,377 8/23/2018	5,853,148 9//2019
Cimpress Schweiz GmbH	PROMOTIQUE	Registered	United States	79/241,733 6/11/2018	5,809,320 7/23/2019
Cimpress Schweiz GmbH	THISISNOTAMASK	Pending	United States	90038823 7/7/2020	
Cimpress Schweiz GmbH	V Stylized	Registered	United States	79/158,319 10/21/2014	5,168,858 3/28/2017
Cimpress Schweiz GmbH	VISTAPRINT	Registered	United States	87/533,747 7/19/2017	5,473,639 5/22/2018
Cimpress Schweiz GmbH	VISTAPRINT DIGITAL	Registered	United States	87/175,555 9/19/2016	5,498,536 6/19/2018

TRADEMARK REEL: 007089 FRAME: 0323

RECORDED: 10/28/2020