

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4418773

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
NATIONAL PEN CO. LLC			05/16/2017
<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>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Patent Number:</b>	D577073		
<b>Application Number:</b>	29550407		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
<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>			
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<b>Correspondent Name:</b>	ZEYNEP GIESEKE		
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<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>	05/17/2017		
<b>Total Attachments: 4</b>			
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the "Confirmatory Grant") is made effective as of May 16, 2017 by and from NATIONAL PEN CO. LLC, a Delaware limited liability company (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 N.V. (the "Parent"), Vistaprint Limited (the "Company"), Cimpress Schweiz GmbH, Vistaprint B.V. and Cimpress USA Incorporated (collectively, the "Subsidiary Borrowers") and, together with the Parent and the Company, the "Borrowers"), the Lenders and the Grantee have entered into a Credit Agreement dated October 21, 2011, as amended and restated as of February 8, 2013 (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 Parent have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated February 8, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time).

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

WHEREAS, the Grantor owns the patents listed on Exhibit A attached hereto (the "Patents"), which Patents are issued 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 contingent indemnification obligations), 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 Patents 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 Patents 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 the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

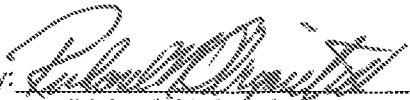
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be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

NATIONAL PEN CO. LLC

By: 

Name: Richard Obrigawitch

Title: Vice President, Chief Financial Officer,  
and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

Owner	Title	Status	Country	Application Number Application Date	Registration Number Registration Date
National Pen Co., LLC	Pen	Granted	United States	29/280,734 6/5/2007	D577073 9/16/2008
National Pen Co., LLC	Writing Implement	Pending	United States	29/550,407 1/4/2016	n/a n/a