

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6712814

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CIMPRESS SCHWEIZ GMBH	05/17/2021
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	
PROPERTY NUMBERS Total: 7		
Property Type	Number	
Application Number:	15949931	
Application Number:	16193664	
Application Number:	16193774	
Application Number:	16193823	
Application Number:	16661336	
Application Number:	16906073	
Application Number:	17090050	
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Phone:	3129932652	
Email:	heather.poitras@lw.com	
Correspondent Name:	HEATHER POITRAS	
Address Line 1:	330 N WABASH AVENUE	
Address Line 4:	CHICAGO, ILLINOIS 60611	
ATTORNEY DOCKET NUMBER:	049067-0094 HP	
NAME OF SUBMITTER:	HEATHER POITRAS	
SIGNATURE:	/hp/	
DATE SIGNED:	05/17/2021	

Total Attachments: 4

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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 17, 2021 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 plc (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 Third Amended and Restated Credit Agreement dated May 17, 2021 (as 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 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 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 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 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 such Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of such 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.

CIMPRESS SCHWEIZ GMBH

By: 

Name: Sean Quinn

Title: Managing Officer

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
Cimpress Schweiz GmbH	TECHNOLOGIES FOR RENDERING ITEMS WITHIN A USER INTERFACE USING VARIOUS RENDERING EFFECTS	Granted	United States	15949931 4/10/2018	10,467,802 11/5/2019
Cimpress Schweiz GmbH	TECHNOLOGY FOR MANAGING GRAPHIC DESIGN USING METADATA RELATIONSHIPS	Granted	United States	16193664 11/16/2018	10,846,897 11/24/2020
Cimpress Schweiz GmbH	TECHNOLOGY FOR MANAGING VARIATIONS OF A GRAPHIC DESIGN WITHIN A FRAMEWORK	Pending	United States	16193774 11/16/2018	
Cimpress Schweiz GmbH	TECHNOLOGY FOR ENABLING ELASTIC GRAPHIC DESIGN	Pending	United States	16193823 11/16/2018	
Cimpress Schweiz GmbH	TECHNOLOGIES FOR RENDERING ITEMS WITHIN A USER INTERFACE USING VARIOUS RENDERING EFFECTS	Granted	United States	16661336 10/23/2019	10,950,035 3/16/2021
Cimpress Schweiz GmbH	TECHNOLOGY FOR GENERATING PRODUCT DESIGNS USING MULTIPLE CANVASES	Pending	United States	16906073 6/19/2020	
Cimpress Schweiz GmbH	TECHNOLOGY FOR MANAGING GRAPHIC DESIGN USING METADATA RELATIONSHIPS	Pending	United States	17090050 11/5/2020	