

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRINTFUL, INC.		07/07/2023	Corporation: DELAWARE
SNOW COMMERCE, INC.		07/07/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	4350 Congress Street		
Internal Address:	Suite 200		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6802186	PRINTFUL PRO	
Registration Number:	5792788	PRINTFUL	
Registration Number:	5321374	PRINTFUL	
Registration Number:	5395288	PRINTFUL	
Registration Number:	5342551	INKTALE	
Registration Number:	5010500	SNOW COMMERCE	
Serial Number:	97076620		
Serial Number:	97076609	SNOW COMMERCE	
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>			
Email:	laura.obrien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$215.00 6802186

ATTORNEY DOCKET NUMBER:	088499.01635
NAME OF SUBMITTER:	Laura O'Brien
SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	07/10/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of July 7, 2023, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and the grantors listed on the signature pages hereto (each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Borrower, in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended or otherwise from time to time, collectively, the “Credit Agreement”), by and among Lender and the Loan Parties (as defined in the Credit Agreement). Lender is willing to make the advances of money and extensions of financial accommodations to the Borrower, but only upon the condition, among others, that Grantors shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents to secure the obligations of the Borrower under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, extended or otherwise modified from time to time, the “Security Agreement”), by and among Lender and the Loan Parties, each Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Each Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property, including, without limitation, the following:

(a) any and all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to copyrights and all mask works, database and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) any and all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to letters patent of the United States and applications therefor, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(c) any and all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(d) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) any and all licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) any and all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(g) any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

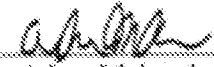
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Remainder of page intentionally left blank; signature pages follow.]

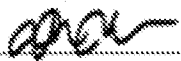
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

PRINTFUL, INC.

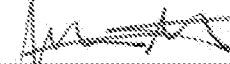
By: 
Name: Adam Malpocher
Title: Chief Financial Officer

SNOW COMMERCE, INC.

By: 
Name: Adam Malpocher
Title: Treasurer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jonathan White
Title: Relationship Executive

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Grantor	Copyright	Registration No.	Registration Date	Status
Printful, Inc.	Ferox Bigfoot Playing Card.	VAu001373141	03/17/2020	Registered
Printful, Inc.	Printful Cats&Dogs clipart no. 1.	VA0002280151	12/27/2021	Registered
Printful, Inc.	Printful Cats&Dogs clipart no. 2.	VA0002280159	12/27/2021	Registered
Printful, Inc.	Printful Cats&Dogs clipart no. 3.	VA0002280155	12/27/2021	Registered
Printful, Inc.	Printful Cats&Dogs clipart no. 4.	VA0002280150	12/27/2021	Registered
Printful, Inc.	Printful Classic Dad Hat Photo.	VAu001425041	03/30/2021	Registered
Printful, Inc.	Printful Code for Color Dropdown Menu.	TX0008987818	07/22/2021	Registered
Printful, Inc.	Printful Code for Font Dropdown Menu.	TX0008988710	07/22/2021	Registered

Grantor	Copyright	Registration No.	Registration Date	Status
Printful, Inc.	Printful Embroidery Guidelines.	TXu002243800	03/17/2021	Registered
Printful, Inc.	Printful integration for Magento.	TX0008779271	08/12/2019	Registered
Printful, Inc.	Printful integration for PrestaShop.	TX0008779265	08/12/2019	Registered
Printful, Inc.	Printful Integration for WooCommerce.	TX0008756346	06/18/2019	Registered
Printful, Inc.	Printful Integration version 1.2.8 for WooCommerce.	TX0008792925	10/23/2019	Registered
Printful, Inc.	Printful Integration version 2.1.25 for WooCommerce.	TX0009056498	12/30/2021	Registered
Printful, Inc.	Printful Mock-up Generator Transparency Code.	TX0008964898	09/30/2020	Registered
Printful, Inc.	Printful Mockup Images 2021 p.2.	VA0002297280	03/21/2022	Registered
Printful, Inc.	Printful Mockup Photos 2016	VA0002288913	09/17/2021	Registered
Printful, Inc.	Printful Mockup Photos 2017	VA0002260522	07/07/2021	Registered

Grantor	Copyright	Registration No.	Registration Date	Status
Printful, Inc.	Printful Mockup Photos 2018	VA0002272837	07/22/2021	Registered
Printful, Inc.	Printful Mockup Photos 2019	VA0002286474	09/17/2021	Registered
Printful, Inc.	Printful Mockup Photos 2021	VA0002289211	09/17/2021	Registered
Printful, Inc.	Printful Mockup Pictures 2020	VA0002269711	09/17/2021	Registered
Printful, Inc.	Printful Mockup Pictures	VA0002276177	10/22/2021	Registered
Printful, Inc.	Printful Mockup Product Photos No. 1	VAu001424266	03/23/2021	Registered
Printful, Inc.	Printful Summer clipart no. 1	VA0002280154	12/27/2021	Registered
Printful, Inc.	Printful Summer clipart no. 2.	VA0002280152	12/27/2021	Registered

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Grantor	Trademark	Registration / Application No.	Registration / Filing Date	Status
Printful, Inc.	PRINTFUL PRO	6802186	07/26/2022	Registered
Printful, Inc.	PRINTFUL and Design	5792788	07/02/2019	Registered
Printful, Inc.	PRINTFUL and Design	5321374	10/31/2017	Registered
Printful, Inc.	PRINTFUL	5395288	02/06/2018	Registered
Printful, Inc.	INKTALE	5342551	11/21/2017	Registered
Snow Commerce, Inc.	Snowflake Design	97076620	10/15/2021	Pending (ITU)
Snow Commerce, Inc.	SNOW COMMERCE	97076609	10/15/2021	Pending (ITU)
Snow Commerce, Inc.	SNOW COMMERCE and Design	5010500	08/02/2016	Registered