

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crossroads Productions, Inc. d/b/a Afterglow Media		08/28/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Shutterfly, Inc.		
Street Address:	2800 Bridge Parkway		
Internal Address:	Suite 101		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3164706	TELL YOUR STORY	
CORRESPONDENCE DATA			
Fax Number:	(312)759-5646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-357-1313		
Email:	mvallone@btlaw.com		
Correspondent Name:	Melissa A. Vallone		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	22377-106286		
NAME OF SUBMITTER:	Melissa A. Vallone		
Signature:	/mvallone/		

CH \$40.00 3164706

Date:

10/01/2007

Total Attachments: 2

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INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE BACK

This Intellectual Property Assignment (the "Agreement") is entered into as of August 20, 2007 (the "Effective Date") by and between Shutterfly, Inc. ("Shutterfly"), and Crossroads Productions, Inc. d/b/a Afterglow Media ("Afterglow").

WHEREAS, Afterglow is the owner of the TELL YOUR STORY trademark for use in connection with producing DVDs for others featuring tributes about the lives of individuals, families and groups (the "Trademark") and the Trademark is the subject of U.S. Registration Number 3164706 (the "Registration");

WHEREAS, Afterglow desires to assign to Shutterfly the Trademark and the Registration and Shutterfly desires to acquire all right, title and interest in and to the Trademark and the Registration and related rights; and

WHEREAS, Afterglow desires to obtain a license to use the Trademark from Shutterfly after the Effective Date.

NOW, THEREFORE, in consideration of the sum of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shutterfly and Afterglow agree as follows:


1. Assignment.

- A. **Rights.** Afterglow hereby assigns and transfers to Shutterfly all right, title and interest in and to the Trademark and the Registration, together with (a) the goodwill of the business symbolized by the Trademark, (b) its entire right, title and interest in and to any and all registrations of the Trademark heretofore granted or applied for, (c) any and all common law rights to the Trademark in the United States and any state thereof and in any country in the world, and (d) any and all claims and demands Afterglow may have either at law or in equity arising out of any past infringements. Afterglow agrees, upon the reasonable request of Shutterfly and without further cost to Shutterfly, to execute all documents reasonably necessary or desirable for the transfer, assignment, recordation, application, registration, issuance, maintenance, renewal, establishment and enforcement of the Trademark and the Registration.
- B. **Warranties.** Afterglow represents and warrants to Shutterfly that as of the Effective Date of this Agreement: (a) Afterglow is the owner of the Trademark and the Registration; (b) to the knowledge of Afterglow there are no pending or threatened claims, actions or judicial or other adversary proceedings involving the Trademark and that the Trademark and the Registration are free and clear of liens of record; (c) Afterglow has not encumbered, transferred or sold, or otherwise entered into any agreement for the transfer and sale, of any of its rights, title and interest in and to the Trademark or the Registration prior to the date hereof; (d) to the knowledge of Afterglow, the Trademark does not infringe upon any third party's right. Each party warrants, represents, covenants and agrees that it is free to enter into and perform this Agreement, and that it is not, and will not be under any disability, restriction or prohibition, contractual or otherwise, with respect to its right to (i) execute this Agreement; (ii) grant all of the rights hereunder; and (iii) fully perform each term hereof.
- C. **Remaining rights and reversion.** Afterglow shall have no rights remaining in the Trademark or the Registration after the Effective Date of the Agreement, except for the license provided below. In the event that Shutterfly determines that the Trademark would be retired due to no further value, Shutterfly shall notify Afterglow and shall assign to Afterglow any and all rights of Shutterfly in and to the Trademark and the Registration and upon Afterglow's reasonable request and at the sole expense of Afterglow, Shutterfly agrees to execute all documents reasonably

necessary or desirable for the transfer, assignment and recordation of the Trademark and the Registration in such event.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective this 20th day of August, 2007.

Shutterfly, Inc.

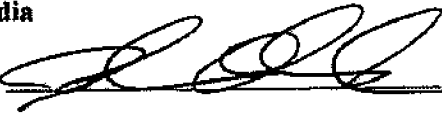
By: 

Name: Stephen E. Recht
Chief Financial Officer

Title: _____

Date: 8/28/07

Crossroads Productions, Inc. d/b/a Afterglow Media

By: 

Name: JOHN ORLAND

Title: PRESIDENT

Date: AUGUST 20, 2007

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