

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Justin Huff		12/09/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	PicMonkey, Inc.		
Street Address:	1700 7th Ave.		
Internal Address:	Suite 116, PMB 173		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4347794	PICMONKEY	
Registration Number:	4347795	PICMONKEY ROYALE	
Registration Number:	4347796	THIS IS YOUR PHOTO ON AWESOME JUICE	
Registration Number:	4347799		
Registration Number:	4347798	PHOTO EDITING MADE OF WIN	
Registration Number:	4347800		
Registration Number:	4347801	PICMONKEY	
Registration Number:	4426180	FEARLESS PHOTO EMBETTERMENT	
Serial Number:	85567424	PICMONKEY.COM	
CORRESPONDENCE DATA			
Fax Number:	5094560146		
<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:	5096242100		
Email:	whitney.stowe@klgates.com		
Correspondent Name:	K&L Gates LLP		
Address Line 1:	618 W. Riverside Ave., Suite 300		
Address Line 2:	Attn: Whitney J. Stowe		
Address Line 4:	Spokane, WASHINGTON 99201		

CH \$240.00 4347794

ATTORNEY DOCKET NUMBER:	2068525.00007
NAME OF SUBMITTER:	Whitney J. Stowe
SIGNATURE:	/wjstowe/
DATE SIGNED:	02/25/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated Dec 9th 2014 ("Agreement"), is made by Justin Huff, an individual residing in Seattle, WA ("Assignor"), and PicMonkey, Inc., a Washington corporation located at 1700 7th Ave., Suite 116, PMB 173, Seattle, WA 98101 ("Company").

WHEREAS, Assignor desires to assign all of his/her intellectual property assets described below, to Company; and

WHEREAS, Company desires to acquire Assignor's intellectual property assets as described below.

In consideration of the promises and the mutual representations, warranties, covenants, and agreements contained herein, Assignor and Company agree as follows:

I. Intellectual Property Assignment.

1.1 Copyrights. If, and to the extent Assignor has any rights, title, or interest in any copyrightable work in any way related to Company or created in conjunction with work done for Company, Assignor hereby assigns to Company, its successors, and assigns, all of such Assignor's rights, title, and interest in and to all such copyrightable works, including all equivalent rights in such works throughout the world, including all renewals and extensions of such rights that may be secured under the laws now or hereafter in force and effect in the United States of America or in any other country or countries. To the maximum extent permitted by law, Assignor waives all moral rights in such work. Assignor also hereby assigns all pre-existing or currently-existing causes of action that in any way relate to any of the copyrightable works described in this section.

1.2 Inventions and Trade Secrets. To the extent Assignor has any rights, title, or interest in any inventions, ideas, concepts, techniques, discoveries, designs, developments, improvements, and trade secrets, whether or not patentable, including all utility and design patent rights and equivalent rights in and to such inventions and designs that Assignor solely or jointly conceived, developed, reduced to practice, or otherwise produced, regardless of whether or not legal protection is sought ("**Inventions**"), Assignor hereby grants, transfers, and assigns to Company, its successors, and assigns, all of Assignor's rights, title, and interest in and to any and all Inventions throughout the world. Assignor waives and quitclaims to Company any and all claims of any nature whatsoever that Assignor now or hereafter may have for infringement of any patent application, patent, or other intellectual property right relating to any Inventions so assigned to Company. Assignor also hereby assigns all pre-existing or currently-existing causes of action that in any way relate to any of the Inventions described in this section. Assignor's assignment and obligation to assign under this Agreement will not apply to any Invention for which no equipment, supplies, facility, or trade secret information of Company was used and that was developed entirely on Assignor's own time, unless (i) the Invention relates (a) directly to the business of Company or (b) to Company's actual or demonstrably anticipated research or development; or (ii) the Invention results from any work performed by Assignor for Company. Washington law provides certain restrictions on an employer's right to obtain an assignment of an employee's inventions and imposes requirements on the employee to disclose inventions under RCW 49.44.140 and 49.44.150.

1.3 Trademarks. Assignor hereby assigns, transfers, and sets over to Company, its successors and assigns, all of Assignor's right, title, and interest in and to the United States Trademark Registrations and Application identified in Exhibit A hereto, and any other word, term, name, symbol, or device or any combination thereof related to the origin, sponsorship, or approval of an individual or entity's goods, services, or commercial activities ("**Trademarks**"), in any way related to Company or created in conjunction with work done for Company, together with the goodwill of the businesses symbolized thereby in connection with the goods and services for which the Trademarks are used, and in and to all extensions, renewals and reissues thereof, and in and to all trademark registrations that may be granted, including, without limitation, any and all causes of action, whether pre-existing, currently existing, or existing in the future, and any and all claims and demands, both at law and in equity, that said Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of or in any way related to said Trademarks, the same to be held and enjoyed by Company, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Agreement not been made.

1.4 Documentation of Intellectual Property Rights. Assignor agrees that, at Company's cost and expense, it will execute, acknowledge, verify, and deliver to Company, or cause the same to be accomplished, any and all further documents (including patent applications, certificates of authorship, and other instruments appropriate for the protection and enforcement of intellectual property rights throughout the world) that Company may reasonably deem necessary or appropriate to carry out, evidence, or effect the purposes or intent of this Agreement. If for any reason whatsoever Assignor fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Company, Assignor hereby irrevocably appoints Company, and its successors and assigns, and their respective duly authorized officers and agents as Assignor's agent and attorney in fact, to act in Assignors' stead to execute,



acknowledge, verify, and deliver any such document (as applicable) with the same legal force and effect as if done by Assignors.

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date above first written.

Signature Page Follows

A handwritten signature in black ink, appearing to be a stylized 'K' or similar character, located in the lower right quadrant of the page.

Signature Page to Intellectual Property Assignment Agreement

JUSTIN HUFF

Signature

Justin Huff

Printed Name

12-09-2014

Signature Date

PICMONKEY, INC.

Authorized Signature

Printed Name

Title

Signature Date





Charlie Cogan

COO

12/11/14

EXHIBIT A

Assignment from Assignor to Company includes the following United States Trademark registrations and application:

TRADEMARK	U.S. REGISTRATION OR APPLICATION NO.	INTERNATIONAL CLASS
PICMONKEY	Registration No. 4347794	42
PICMONKEY ROYALE	Registration No. 4347795	42
THIS IS YOUR PHOTO ON AWESOME JUICE	Registration No. 4347796	42
PHOTO EDITING MADE OF WIN	Registration No. 4347798	42
	Registration No. 4347799	42
	Registration No. 4347800	42
PicMonkey	Registration No. 4347801	42
FEARLESS PHOTO EMBETTERMENT	Registration No. 4426180	42
PICMONKEY.COM	Application No. 85567424	42

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12/09/14