

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hewlett-Packard Development Company, L.P.		06/01/2015	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Snapfish2, LLC		
Street Address:	10501 Rhode Island Avenue		
City:	Beltsville		
State/Country:	MARYLAND		
Postal Code:	20705		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4456319	FREESTYLER	
Registration Number:	2643556	SNAPFISH	
Registration Number:	2594038		
Registration Number:	4717284	SNAPFLIX	
Registration Number:	4491779	SOCIALPICS	
Serial Number:	86383855		
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	(202) 857-6000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Amy Salomon		
Address Line 1:	Arent Fox LLP		
Address Line 2:	1717 K Street, NW		
Address Line 4:	Washington, D.C. 20006-5344		
ATTORNEY DOCKET NUMBER:	007170.00009		
NAME OF SUBMITTER:	Amy Salomon, Arent Fox LLP		
SIGNATURE:	/Amy Salomon/		

OP \$165.00 4456319

DATE SIGNED:	06/02/2015
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

WHEREAS, Hewlett-Packard Development Company, L.P., a Texas limited partnership, having a place of business at 11445 Compaq Center Drive West, Houston, Texas 77070 (“ASSIGNOR”), owns all right, title, and interest in, under, and to the trademark registrations and applications therefor listed on the attached Schedule A (together with any common law rights of ASSIGNOR in the trademarks that are the subject of such registrations and application, the “Trademarks”);

WHEREAS, ASSIGNOR desires to transfer the Trademarks to Snapfish2, LLC, a Delaware limited liability company, having a place of business at 10501 Rhode Island Avenue, Beltsville, Maryland 20705, (“ASSIGNEE”);

WHEREAS, ASSIGNOR’s parent, Hewlett-Packard Company, and ASSIGNEE’s affiliate, District Photo, Inc., a District of Columbia corporation, have entered into an Asset Purchase Agreement dated as of April 17, 2015 (the “Purchase Agreement”); and

WHEREAS, pursuant to the terms and conditions of, the Purchase Agreement, ASSIGNOR has agreed to assign to ASSIGNEE all of its rights, title, and interest in, under, and to Trademarks, together with the goodwill of the business pertaining thereto;

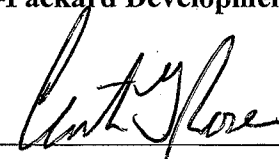
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ASSIGNOR hereby assigns unto ASSIGNEE all of ASSIGNOR’s right, title and interest in, under, and to the Trademarks, together with the goodwill of the business pertaining thereto and the right to bring suit and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation thereof, and all rights of priority and protection of interests therein under the laws of any jurisdiction in which such rights are protected.
2. ASSIGNOR hereby agrees to execute any additional documents reasonably requested by ASSIGNEE to accomplish and record this Assignment.
3. This Assignment shall be binding upon the parties and their successors and assigns.
4. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
5. This Assignment may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of June 1, 2015.

ASSIGNOR:

Hewlett-Packard Development Company, L.P.

By: 

Name: CURTIS G ROSE

Title: Manager

ASSIGNEE:

Snapfish2, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of June 1, 2015.

ASSIGNOR:

Hewlett-Packard Development Company, L.P.

By: _____

Name:

Title:

ASSIGNEE:

Snapfish2, LLC

By: Neil D. Cohen

Neil D. Cohen
Manager

SCHEDULE A

Mark Name	Country	Status	Application Number	Application Date	Registration Number	Registration Date	International Class(es)
FREESTYLER	Argentina	Pending	3.232.499	15-Mar-13			40
SNAPFISH	Argentina	Pending	2.764.963	10-Aug-07			40
Snapfish Logo (Fish Design)	Argentina	Registered	2.790.389	4-Dec-07	2.286.663	14-May-09	40
FREESTYLER	Brazil	Pending	840462328	25-Mar-13			40
SNAPFISH	Brazil	Registered	827856369	31-Oct-05	827856369	8-Jan-08	40
FREESTYLER	Canada	Pending	1620212	27-Mar-13			38, 40
SNAPFISH	Canada	Registered	1302467	23-May-06	TMA687224	8-May-07	40
FREESTYLER	Colombia	Registered	2013055916	20-Mar-13	476140	10-Sep-13	40
SNAPFISH	Colombia	Registered	2013108036	29-Apr-13	480333	25-Nov-13	40
FREESTYLER	Israel	Pending	254353	20-Mar-13			40
SNAPFISH	Israel	Registered	202795	2-Aug-07	202795	4-Dec-08	40
FREESTYLER	Korea, Republic of	Registered	41-2013-9514	14-Mar-13	41-289063	22-May-14	40
SNAPFISH	Korea, Republic of	Registered	41-2005-26592	23-Nov-05	142196	28-Dec-06	40
FREESTYLER	Malaysia	Pending	2013052332	15-Mar-13			40
SNAPFISH	Malaysia	Registered	6007908	11-May-06	6007908	11-May-06	40
SNAPFISH	Mexico	Registered	883593	20-Sep-07	1036202	23-Apr-08	41
SNAPFISH	Mexico	Registered	920459	13-Mar-08	1047045	26-Jun-08	38
SNAPFISH	Mexico	Registered	920460	13-Mar-08	1033932	31-Mar-08	40
FREESTYLER	Norway	Registered	201303619	20-Mar-13	271300	26-Jun-13	40
SNAPFISH	Norway	Registered	2005 11552	26-Oct-05	234250	14-Aug-06	38, 40
SNAPFISH	Russian Federation	Registered	2007728995	19-Sep-07	376984	16-Apr-09	40
SNAPFISH	South Africa	Registered	2010/09648	7-May-10	2010/09648	5-Jan-12	40
FREESTYLER	Taiwan	Registered	102014683	20-Mar-13	1630842	1-Mar-14	40
SNAPFISH	Taiwan	Registered	94051791	27-Oct-05	1219736	16-Jul-06	40
SNAPFISH	Thailand	Registered	626268	17-May-06	SM33390	17-May-06	40

SNAPFISH	United Arab Emirates	Registered	100252	20-Sep-07	150975	19-Sep-11	40
FREESTYLER	United States	Registered	85747188	5-Oct-12	4456319	24-Dec-13	40
SNAPFISH	United States	Registered	75/895845	12-Jan-00	2643556	29-Oct-02	40
Snapfish Logo (Fish Design)	United States	Registered	76/187522	27-Dec-00	2594038	16-Jul-02	40
Snapfish Logo (New Fish Design)	United States	Pending	86383855	3-Sep-14			40
SNAPFLIX	United States	Registered	86046735	23-Aug-13	4717284	7-Apr-15	40
SOCIALPICS	United States	Registered	85/623604	11-May-12	4491779	4-Mar-14	9