

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351554

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PicMonkey, Inc. | | 07/22/2015 | CORPORATION: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | PicMonkey, LLC | | |
| Street Address: | 600 Stewart Street, Suite 2000 | | |
| City: | Seattle | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98101 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| 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: | 4347798 | PHOTO EDITING MADE OF WIN | |
| Registration Number: | 4347799 | | |
| Registration Number: | 4347800 | | |
| Registration Number: | 4347801 | PICMONKEY | |
| Registration Number: | 4426180 | FEARLESS PHOTO EMBETTERMENT | |
| 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: | 650-798-6700 | | |
| Email: | setrademarks@klgates.com | | |
| Correspondent Name: | Britt L. Anderson | | |
| Address Line 1: | 925 4th Ave. Ste. 2900 | | |
| Address Line 4: | Seattle, WASHINGTON 98104-1158 | | |
| NAME OF SUBMITTER: | Britt L. Anderson | | |
| SIGNATURE: | /Britt L. Anderson/ | | |

CH \$215.00 4347794

| | |
|---------------------|------------|
| DATE SIGNED: | 08/14/2015 |
|---------------------|------------|

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, PicMonkey, Inc., a Washington corporation located at 1700 7th Ave., Suite 116, PMB 173, Seattle, WA 98101, (the "**Assignor**") assigns, transfers and conveys to PicMonkey, LLC, a Delaware limited liability company located at 600 Stewart Street, Suite 2000, Seattle, Washington 98101 ("the **Assignee**"), all right, title and interest in and to the trademarks provided in the Schedule A, and all common law rights associated therewith, together with the goodwill arising from use of and symbolized by said trademarks (the "**Trademarks**");


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby assigns, transfers, sells, conveys and delivers to the Assignee and its successors and assigns all right, title and interest in and to the Trademarks in the United States, including, without limitation, the goodwill of the business appurtenant thereto and which is symbolized thereby, the right to license the Trademarks to others and the right to renew any registration for the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assignees, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

Assignor authorizes Assignee to record and/or file this Trademark Assignment in the United States Patent and Trademark Office and with any other government agency where it may be required.

Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns, as reasonably requested by Assignee, to effect the terms of this Assignment.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the United States of America and the state of Washington, without regard to conflict of law principles.

PicMonkey, Inc.



Authorized Signature

Charlie Whiton

Printed Name

Chief Operating Officer

Title

July 22, 2015

Signature Date

PicMonkey, LLC

Authorized Signature

Jonathan Sposato

Printed Name

Chief Executive Officer

Title

Signature Date

[Signature Page to U S Trademark Assignment Agreement]

TRADEMARK
REEL: 005600 FRAME: 0154

PicMonkey, Inc.

Authorized Signature

Charlie Whiton

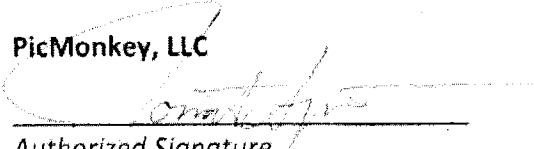
Printed Name

Chief Operating Officer

Title

Signature Date

PicMonkey, LLC



Authorized Signature

Jonathan N. Sposato

Printed Name

Chief Executive Officer

Title

July 22, 2015
Signature Date

SCHEDULE A

Assignment from Assignor to Assignee includes the following United States Trademark registrations and applications:

| 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. 85/567,424 | 42 |

* Assignor intended to abandon this intent-to-use application due to non-use.