

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shutterfly, Inc.		04/02/2018	Corporation: DELAWARE
Lifetouch Inc.		04/02/2018	Corporation: MINNESOTA
Lifetouch National School Studios Inc.		04/02/2018	Corporation: MINNESOTA
Lifetouch Services Inc.		04/02/2018	Corporation: MINNESOTA
Lifetouch Church Directories and Portraits Inc.		04/02/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent
Street Address:	1300 THAMES STREET
Internal Address:	4TH FLOOR
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 125

Property Type	Number	Word Mark
Serial Number:	87732308	MAKE MY ALBUM
Serial Number:	86936129	PRINT TO PRESERVE
Registration Number:	3545807	BOOKMAKER
Registration Number:	4441422	BOOKWORTHY
Registration Number:	4567088	BORROWLENSES
Registration Number:	3989645	BORROWLENSES.COM
Registration Number:	4463721	CARDWORTHY
Registration Number:	4330824	CUSTOM PATH
Registration Number:	3363970	DIGI-SCRAPBOOK
Registration Number:	4829740	GROOVEBOOK
Registration Number:	4467575	KEEPSHOT
Registration Number:	5164879	MAKE MY BOOK
Registration Number:	3601233	MAKE ONE LIKE THIS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3990717	MY PUBLISHER
Registration Number:	2674783	MYPUBLISHER
Registration Number:	2658767	MYPUBLISHER
Registration Number:	2986529	MYPUBLISHER
Registration Number:	4740761	PERFECTLY PERSONAL
Registration Number:	4288825	PHOTOCCINO
Registration Number:	2696201	PHOTOWORKS
Registration Number:	4721652	SEND SOMETHING SPECTACULAR
Registration Number:	2520840	SHUTTERFLY
Registration Number:	3397397	SHUTTERFLY
Registration Number:	2604030	SHUTTERFLY
Registration Number:	4729266	SHUTTERFLY
Registration Number:	4315856	SHUTTERFLY
Registration Number:	2864567	SHUTTERFLY EXPRESS
Registration Number:	4312112	SIMPLE PATH
Registration Number:	4952609	SMALL TALK. BIG DAY.
Registration Number:	4246550	SMART AUTOFILL
Registration Number:	4274218	STORYBOARD
Registration Number:	4275927	TELL YOUR STORY
Registration Number:	3164706	TELL YOUR STORY
Registration Number:	4222371	THISLIFE
Registration Number:	3629373	TINY PRINTS
Registration Number:	4915300	TP
Registration Number:	4459573	TREAT
Registration Number:	2541483	VIVIDPICS
Registration Number:	4170186	WEDDING*PAPER DIVAS
Registration Number:	2018625	PHOTOWORKS
Registration Number:	5347439	PICTURECLIX
Registration Number:	5144594	LIFETOUCH
Registration Number:	5098320	PARENTNOTIFY
Registration Number:	5027255	PICTUREME PHOTOGRAPHY
Registration Number:	5027254	PICTUREME PHOTOGRAPHY
Registration Number:	4490953	IMEMORIES
Registration Number:	4786465	SMILESAFE
Registration Number:	4663611	WEBEASE
Registration Number:	4522069	GRADSCAN
Registration Number:	4158297	
Registration Number:	4266540	CONNECTING YOU THROUGH FAMILY PHOTOGRAPH

Property Type	Number	Word Mark
Registration Number:	3937417	LIFETOUCH
Registration Number:	4450248	IMEMORIES
Registration Number:	4530474	
Registration Number:	4938979	PRINT TO PRESERVE
Registration Number:	4154776	SHOOTING STARS PORTRAIT STUDIO
Registration Number:	4604072	LEGENDS START HERE.
Registration Number:	4101454	LIFETOUCH SENIOR PORTRAITS
Registration Number:	4031692	BABY LUX
Registration Number:	3234988	TRUSTED NATIONALLY REPRESENTED LOCALLY
Registration Number:	3272486	LIFETOUCH
Registration Number:	3228912	LIFETOUCH IMAGESTREAM
Registration Number:	3228911	IMAGESTREAM
Registration Number:	3964058	CILENTO PHOTOGRAPHY
Registration Number:	4029282	CILENTO PHOTOGRAPHY
Registration Number:	3789381	CAPTURING MEMORIES TO LAST A LIFETIME
Registration Number:	4063880	MY ONLINE PORTRAITS
Registration Number:	4568481	LIFETOUCH X1 PORTRAIT TECHNOLOGY
Registration Number:	4568480	LIFETOUCH X1
Registration Number:	4568479	X1
Registration Number:	3452187	IMEMORIES
Registration Number:	3371843	LIVE YOUR YEAR
Registration Number:	2627847	LIFETOUCH
Registration Number:	3310388	LIVE YOUR YEAR
Registration Number:	2857577	PRESTIGE PORTRAITS
Registration Number:	2722335	SPORTSMATE
Registration Number:	2772252	STAR CLASS PICTURE
Registration Number:	2662023	LIFETOUCH NATIONAL SCHOOL STUDIOS
Registration Number:	2617557	LIFETOUCH PRESCHOOL
Registration Number:	2813504	LIFETOUCH MEMORY MISSION
Registration Number:	2813503	MEMORY MISSION
Registration Number:	2630669	THE STATE OF CREATE
Registration Number:	2506837	PHOTOGRAPHY FOR A LIFETIME
Registration Number:	2737592	FLASH DIGITAL PORTRAITS
Registration Number:	2563307	LIFETOUCH CHURCH DIRECTORIES AND PORTRAI
Registration Number:	2584648	PRESTIGE PORTRAITS BY LIFETOUCH
Registration Number:	2514462	LIFETOUCH YEARBOOKS
Registration Number:	2590456	LIFETOUCH YEARBOOKS
Registration Number:	2572760	LIFETOUCH

Property Type	Number	Word Mark
Registration Number:	2570744	LIFETOUCH
Registration Number:	2468530	WE CARE ENOUGH TO CHECK
Registration Number:	2592102	I-DEPOT
Registration Number:	2480407	FELLOWSHIP DIRECTORY
Registration Number:	2382368	FELLOWSHIP DIRECTORY PROGRAM
Registration Number:	2078629	NO-TOUCH
Registration Number:	2258503	NO TOUCH
Registration Number:	2159873	PORTRAIT CREATIONS
Registration Number:	1871731	CREATING MEMORIES FOR A LIFETIME
Registration Number:	2041189	PORTRAIT CREATIONS
Registration Number:	1932275	MAINSTREET PORTRAITS
Registration Number:	1686368	KIDDIE KANDIDS
Registration Number:	2093760	IMAGE PAK
Registration Number:	1860895	TROPHY CARD
Registration Number:	1648818	PARTNERS IN EDUCATION
Registration Number:	1651741	NATIONAL SCHOOL STUDIOS
Registration Number:	1647707	LIFETOUCH
Registration Number:	1672864	LIFETOUCH
Registration Number:	1647101	NATIONAL SCHOOL STUDIOS
Registration Number:	1645199	NATIONAL SCHOOL STUDIOS
Registration Number:	1638363	LIFETOUCH
Registration Number:	1631112	LIFETOUCH
Registration Number:	1636888	LIFETOUCH PORTRAIT STUDIOS INC.
Registration Number:	1459748	CHURCH FAMILY ALBUMS
Registration Number:	1459761	CHURCH FAMILY ALBUMS
Registration Number:	1323226	LIFETOUCH
Registration Number:	1323758	LIFETOUCH
Registration Number:	3092063	SPORTOGRAPHY PHOTOGRAPHING TOMORROW'S ST
Registration Number:	2917025	SPORTOGRAPHY
Registration Number:	2213036	OLAN MILLS KIDS
Registration Number:	2420368	WATCH ME GROW
Registration Number:	1485653	OLAN MILLS
Registration Number:	1121625	THE NATION'S STUDIO
Registration Number:	1106891	OLAN MILLS
Registration Number:	1128027	CLUB PLAN
Registration Number:	623514	OLAN MILLS

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006334 FRAME: 0770**

Fax Number: 2127352000

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.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000/1572
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NAME OF SUBMITTER:	Oren Epstein
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SIGNATURE:	/OE/
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DATE SIGNED:	05/23/2018
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Total Attachments: 11

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Trademark Security Agreement

This **Trademark Security Agreement** dated as of April 2, 2018 made by Shutterfly, Inc., a Delaware corporation, Lifetouch Inc., a Minnesota corporation, Lifetouch National School Studios Inc., a Minnesota corporation, Lifetouch Services Inc., a Minnesota corporation, and Lifetouch Church Directories and Portraits Inc., a Minnesota corporation, as pledgors and debtors (in such capacities and together with any successors in such capacities, individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement), as pledgee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party (or have been joined) to a Security Agreement, dated as of August 17, 2017 (as amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement") made in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement and used herein have the meaning given to them in the Security Agreement or Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a Lien on and continuing security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, brand names, trade names and other identifiers of source or goodwill, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof) of such Pledgor now or hereafter, owned, filed or acquired by, or assigned to, such Pledgor (or in which such Pledgor, now or hereafter has any right, title or interest), including any of the foregoing listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the foregoing and all

rights corresponding thereto throughout the world, (ii) extensions and renewals thereof and amendments thereto, (iii) goodwill associated with any of the foregoing, (iv) income, fees, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including damages for past, present or future infringements, dilutions or violations thereof and (v) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property (including, for the avoidance of doubt, any U.S. trademark application filed on the basis of an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 3. Security Agreement. The Lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations for which no claim has been asserted and Letters of Credit that have been Cash Collateralized in an amount equal to the Agreed L/C Cash Collateral Amount) and termination of the Security Agreement and at the other times required by Section 9.15 of the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademark Collateral under this Trademark Security Agreement, all at the Pledgors' sole cost and expense.

SECTION 5. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Expenses, Indemnity, Damage Waiver, Governing Law; Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 9.03, 9.09 and 9.10 of the Credit Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Pledgors and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

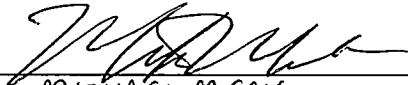
SHUTTERFLY, INC., as Pledgor

By: _____
Name:
Title:

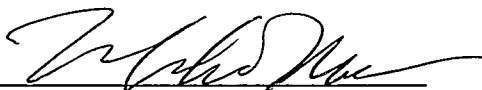
LIFETOUCH INC., as Pledgor

By: 
Name: MICHAEL MEEK
Title: PRESIDENT AND CHIEF EXECUTIVE OFFICER


LIFETOUCH NATIONAL SCHOOL
STUDIOS INC., as Pledgor

By: 
Name: MICHAEL MEEK
Title: CHIEF EXECUTIVE OFFICER

LIFETOUCH SERVICES INC., as Pledgor

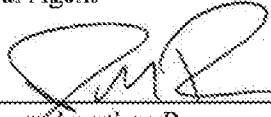
By: 
Name: MICHAEL MEEK
Title: CHIEF EXECUTIVE OFFICER

LIFETOUCH CHURCH DIRECTORIES
AND PORTRAITS INC., as Pledgor

By: 
Name: MICHAEL MEEK
Title: CHIEF EXECUTIVE OFFICER

Accepted and Agreed:
MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:



Name: Jonathon Rauen
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 006334 FRAME: 0777

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES
TRADEMARK APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
Shutterfly, Inc.	3545807	BOOKMAKER	12/16/2008
Shutterfly, Inc.	4441422	BOOKWORTHY	11/26/2013
Shutterfly, Inc.	4567088	BORROWLENSES	7/15/2014
Shutterfly, Inc.	3989645	BORROWLENSES.COM	7/5/2011
Shutterfly, Inc.	4463721	CARDWORTHY	1/7/2014
Shutterfly, Inc.	4330824	CUSTOM PATH	5/7/2013
Shutterfly, Inc.	3363970	DIGI-SCRAPBOOK	1/1/2008
Shutterfly, Inc.	4829740	GROOVEBOOK	10/13/2015
Shutterfly, Inc.	4467575	KEEPSHOT	1/14/2014
Shutterfly, Inc.	5164879	Make My Book	3/21/2017
Shutterfly, Inc.	3601233	MAKE ONE LIKE THIS	4/7/2009
Shutterfly, Inc.	3990717	MY PUBLISHER & Design	7/5/2011
Shutterfly, Inc.	2674783	MYPUBLISHER	1/14/2003
Shutterfly, Inc.	2658767	MYPUBLISHER	12/10/2002
Shutterfly, Inc.	2986529	MYPUBLISHER	8/16/2005
Shutterfly, Inc.	4740761	Perfectly Personal	5/19/2015
Shutterfly, Inc.	4288825	PHOTOCCINO	2/12/2013
Shutterfly, Inc.	2696201	PHOTOWORKS	3/11/2003
Shutterfly, Inc.	4721652	SEND SOMETHING SPECTACULAR	4/14/2015
Shutterfly, Inc.	2520840	SHUTTERFLY	12/18/2001
Shutterfly, Inc.	3397397	SHUTTERFLY	3/18/2008
Shutterfly, Inc.	2604030	SHUTTERFLY & Design	8/6/2002
Shutterfly, Inc.	4729266	SHUTTERFLY	4/28/2015
Shutterfly, Inc.	4315856	SHUTTERFLY & Design	4/9/2013
Shutterfly, Inc.	2864567	SHUTTERFLY EXPRESS	7/20/2004
Shutterfly, Inc.	4312112	SIMPLE PATH	4/2/2013
Shutterfly, Inc.	4952609	SMALL TALK. BIG DAY.	5/3/2016
Shutterfly, Inc.	4246550	SMART AUTOFILL	11/20/2012
Shutterfly, Inc.	4274218	STORYBOARD	1/15/2013

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OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
Shutterfly, Inc.	4275927	TELL YOUR STORY	1/15/2013
Shutterfly, Inc.	3164706	TELL YOUR STORY	10/31/2006
Shutterfly, Inc.	4222371	THISLIFE	10/9/2012
Shutterfly, Inc.	3629373	TINY PRINTS	6/2/2009
Shutterfly, Inc.	4915300	TP & Design	3/8/2016
Shutterfly, Inc.	4459573	TREAT	12/31/2013
Shutterfly, Inc.	2541483	VIVIDPICS	2/19/2002
Shutterfly, Inc.	4170186	WEDDING*PAPER DIVAS	7/10/2012
Shutterfly, Inc.	2018625	PHOTOWORKS	11/26/1996
Lifetouch Inc.	5347439	PICTURECLIX	11/28/2017
Lifetouch Inc.	5144594	LIFETOUCH	2/21/2017
Lifetouch Inc.	5098320	PARENTNOTIFY & Design	12/13/2016
Lifetouch Inc.	5027255	PICTUREME PHOTOGRAPHY & Design	8/23/2016
Lifetouch Inc.	5027254	PICTUREME PHOTOGRAPHY	8/23/2016
Lifetouch Inc.	4490953	IMEMORIES	3/4/2014
Lifetouch Inc.	4786465	SMILESAFE	8/4/2015
Lifetouch Inc.	4663611	WEBEASE	12/30/2014
Lifetouch Inc.	4522069	GRADSCAN	4/29/2014
Lifetouch Inc.	4158297		6/12/2012
Lifetouch Inc.	4266540	CONNECTING YOU THROUGH FAMILY PHOTOGRAPHY	1/1/2013
Lifetouch Inc.	3937417	LIFETOUCH	3/29/2011
Lifetouch Inc.	4450248	IMEMORIES	12/17/2013
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Lifetouch Inc.	4938979	PRINT TO PRESERVE	4/19/2016
Lifetouch Inc.	4154776	SHOOTING STARS PORTRAIT STUDIO	6/5/2012
Lifetouch Inc.	4604072	LEGENDS START HERE.	9/16/2014
Lifetouch Inc.	4101454	LIFETOUCH SENIOR PORTRAITS	2/21/2012
Lifetouch Inc.	4031692	BABY LUX	9/27/2011

OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
Lifetouch Inc.	3234988	TRUSTED NATIONALLY REPRESENTED LOCALLY	4/24/2007
Lifetouch Inc.	3272486	LIFETOUCH	7/31/2007
Lifetouch Inc.	3228912	LIFETOUCH IMAGESTREAM	4/10/2007
Lifetouch Inc.	3228911	IMAGESTREAM	4/10/2007
Lifetouch Inc.	3964058	CILENTO PHOTOGRAPHY	5/24/2011
Lifetouch Inc.	4029282	CILENTO PHOTOGRAPHY	9/20/2011
Lifetouch Inc.	3789381	CAPTURING MEMORIES TO LAST A LIFETIME	5/18/2010
Lifetouch Inc.	4063880	MY ONLINE PORTRAITS	11/29/2011
Lifetouch Inc.	4568481	LIFETOUCH X1 PORTRAIT TECHNOLOGY & Design	7/15/2014
Lifetouch Inc.	4568480	LIFETOUCH X1	7/15/2014
Lifetouch Inc.	4568479	X1 & Design	7/15/2014
Lifetouch Inc.	3452187	IMEMORIES	6/24/2008
Lifetouch Inc.	3371843	LIVE YOUR YEAR	1/22/2008
Lifetouch Inc.	2627847	LIFETOUCH	10/1/2002
Lifetouch Inc.	3310388	LIVE YOUR YEAR	10/16/2007
Lifetouch Inc.	2857577	PRESTIGE PORTRAITS	6/29/2004
Lifetouch Inc.	2722335	SPORTSMATE	6/3/2003
Lifetouch Inc.	2772252	STAR CLASS PICTURE	10/7/2003
Lifetouch Inc.	2662023	LIFETOUCH NATIONAL SCHOOL STUDIOS	12/17/2002
Lifetouch Inc.	2617557	LIFETOUCH PRESCHOOL	9/10/2002
Lifetouch Inc.	2813504	LIFETOUCH MEMORY MISSION	2/10/2004
Lifetouch Inc.	2813503	MEMORY MISSION	2/10/2004
Lifetouch Inc.	2630669	THE STATE OF CREATE	10/8/2002
Lifetouch Inc.	2506837	PHOTOGRAPHY FOR A LIFETIME	11/13/2001
Lifetouch Inc.	2737592	FLASH DIGITAL PORTRAITS	7/15/2003

OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
Lifetouch Inc.	2563307	LIFETOUCH CHURCH DIRECTORIES AND PORTRAITS	4/23/2002
Lifetouch Inc.	2584648	PRESTIGE PORTRAITS BY LIFETOUCH	6/25/2002
Lifetouch Inc.	2514462	LIFETOUCH YEARBOOKS	12/4/2001
Lifetouch Inc.	2590456	LIFETOUCH YEARBOOKS	07/9/2002
Lifetouch Inc.	2572760	LIFETOUCH	5/28/2002
Lifetouch Inc.	2570744	LIFETOUCH	5/21/2002
Lifetouch Inc.	2468530	WE CARE ENOUGH TO CHECK	7/10/2001
Lifetouch Inc.	2592102	I-DEPOT	7/9/2002
Lifetouch Inc.	2480407	FELLOWSHIP DIRECTORY	8/21/2001
Lifetouch Inc.	2382368	FELLOWSHIP DIRECTORY PROGRAM	9/5/2000
Lifetouch Inc.	2078629	NO-TOUCH	7/15/1997
Lifetouch Inc.	2258503	NO TOUCH	7/6/1999
Lifetouch Inc.	2159873	PORTRAIT CREATIONS	5/26/1998
Lifetouch Inc.	1871731	CREATING MEMORIES FOR A LIFETIME	1/3/1995
Lifetouch Inc.	2041189	PORTRAIT CREATIONS	2/25/1997
Lifetouch Inc.	1932275	MAINSTREET PORTRAITS	10/31/1995
Lifetouch Inc.	1686368	KIDDIE KANDIDS	5/12/1992
Lifetouch Inc.	2093760	IMAGE PAK	9/2/1997
Lifetouch Inc.	1860895	TROPHY CARD	11/1/1994
Lifetouch Inc.	1648818	PARTNERS IN EDUCATION	6/25/1991
Lifetouch Inc.	1651741	NATIONAL SCHOOL STUDIOS	7/23/1991
Lifetouch Inc.	1647707	LIFETOUCH	6/11/1991
Lifetouch Inc.	1672864	LIFETOUCH	1/21/1992
Lifetouch Inc.	1647101	NATIONAL SCHOOL STUDIOS	6/4/1991
Lifetouch Inc.	1645199	NATIONAL SCHOOL STUDIOS	5/21/1991
Lifetouch Inc.	1638363	LIFETOUCH	3/19/1991
Lifetouch Inc.	1631112	LIFETOUCH	1/8/1991

Schedule I-4

OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
Lifetouch Inc.	1636888	LIFETOUCH PORTRAIT STUDIOS INC.	3/5/1991
Lifetouch Inc.	1459748	CHURCH FAMILY ALBUMS	9/29/1987
Lifetouch Inc.	1459761	CHURCH FAMILY ALBUMS	9/29/1987
Lifetouch Inc.	1323226	LIFETOUCH	3/5/1985
Lifetouch Inc.	1323758	LIFETOUCH	3/5/1985
LIFETOUCH National School Studios Inc.	3092063	SPORTOGRAPHY PHOTOGRAPHING TOMORROW'S STARS LENS MADE IN USA 28.105 MM 1.4 - 5.6 & Design	5/16/2006
LIFETOUCH National School Studios Inc.	2917025	SPORTOGRAPHY	1/11/2005
Lifetouch Services Inc.	2213036	OLAN MILLS KIDS	12/22/1998
Lifetouch Services Inc.	2420368	WATCH ME GROW	1/16/2001
Lifetouch Services Inc.	1485653	OLAN MILLS & Design	4/19/1988
Lifetouch Services Inc.	1121625	THE NATION'S STUDIO	7/3/1979
Lifetouch Services Inc.	1106891	OLAN MILLS	11/21/1978
Lifetouch Services Inc.	1128027	CLUB PLAN	12/18/1979
Lifetouch Services Inc.	623514	OLAN MILLS & Design	3/20/1956

United States Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK	APPLICATION DATE
Shutterfly, Inc.	87732308	MAKE MY ALBUM	12/22/2017
Lifetouch Inc.	86936129	PRINT TO PRESERVE	3/10/2016