

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533841

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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 |
| Tiny Prints, LLC | | 06/25/2012 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Shutterfly, Inc. | | |
| Street Address: | 2800 Bridge Parkway | | |
| City: | Redwood City | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94065 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3997077 | | |
| Registration Number: | 3629373 | TINY PRINTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4084141076 | | |
| <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: | 4084141080 | | |
| Email: | trademarks@h35g.com | | |
| Correspondent Name: | Christopher J. Palermo | | |
| Address Line 1: | 1 Almaden Blvd, Floor 12 | | |
| Address Line 4: | San Jose, CALIFORNIA 95113 | | |
| ATTORNEY DOCKET NUMBER: | 60248-0010 | | |
| NAME OF SUBMITTER: | Iryna Vyshynska | | |
| SIGNATURE: | /IrynaVyshynska/ | | |
| DATE SIGNED: | 07/26/2019 | | |
| Total Attachments: 4 | | | |
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OP \$65.00 3997077

GENERAL ASSIGNMENT

This General Assignment (the "Assignment") is made as of the 25th day of June, 2012 (the "Effective Date") by Tiny Prints, LLC, a Delaware limited liability company with offices at 2800 Bridge Parkway, Redwood City, CA 94065-1192 hereinafter referred to as "Assignor", to Shutterfly, Inc., a Delaware corporation with offices at 2800 Bridge Parkway, Redwood City, CA 94065-1192, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined to wind up and dissolve in accordance with the Delaware Limited Liability Company Act; and

WHEREAS, Assignor is executing this Assignment for the purposes of distributing all of its assets to Assignor as its sole member in connection with such winding up and dissolution;

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

AGREEMENT

1. Assignment of Assets. Assignor does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, all of the property and assets of Assignor of every kind and nature and wheresoever situated, both real and personal, tangible and intangible, and any interest or equity therein not exempt from execution, including, but not limited to:

- (a) all furniture, fixtures, equipment (including office equipment), printers, machinery, parts, computer hardware, and all other tangible personal property of Assignor;
- (b) all inventory owned by Assignor, including, without limitation, raw materials, work in process, finished goods, service parts and supplies;
- (c) all contracts, agreements, contract rights, leases, equipment leases, license agreements and other executory rights of Assignor;
- (d) all intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets) and all associated goodwill;

- (e) all licenses, permits, consents and certificates of any regulatory, administrative or other governmental agency or body issued to or held by Assignor;
- (f) all accounts, books, cash on hand and cash in bank deposits;
- (g) all data and records related to the Assignor, including client and customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, studies, reports, correspondence and other similar documents and records;
- (h) all marketing materials, training materials, office and reference manuals and similar items associated with Assignor, including all creative materials, advertising materials, catalogues, brochures, sales literature, promotional material and selling material of Assignor;
- (i) all drawings, blueprints, specifications and designs;
- (j) all causes of action, judgments and claims or demands of whatever kind or description; and
- (k) all insurance policies and all rights and interests of Assignor to the proceeds of insurance claims.

Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

2. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

a. Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

b. The execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable; and

c. This Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms.

3. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to conflicts of laws principles).

5. Entire Agreement. This Assignment contains the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.


6. Counterparts. This instrument may be executed in any number of counterparts, each of which for all purposes shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

7. Effective Time. This instrument and the transfer, assignment and conveyance provided for in this instrument shall be effective at 12:01 a.m. on the Effective Date.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

TINY PRINTS, LLC,
a Delaware limited liability company

By: 
Its: Authorized Person

ASSIGNEE:

SHUTTERFLY, INC.,
a Delaware corporation

By: 
Its: President and CEO

[SIGNATURE PAGE TO GENERAL ASSIGNMENT]