

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spoonflower, Inc.		08/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3906694	SPOONFLOWER	
Registration Number:	5096634	SPROUT	
Registration Number:	5763835	ROOSTERY	
Registration Number:	5219683	ROOSTERY	
Registration Number:	5340168	FILL-A-YARD	
Registration Number:	5340174	FILL-A-PROJECT	
Registration Number:	5638895	ORGANIC SWEET PEA GAUZE	
Registration Number:	5782372	CELOSIA VELVET	
Registration Number:	5795297	DOGWOOD DENIM	
Registration Number:	5704946	LONGLEAF SATEEN	
Registration Number:	6015065	PETAL SIGNATURE COTTON	
Registration Number:	6382051	SPOONFLOWER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
TRADEMARK			

OP \$315.00 3906694

Address Line 2:	Suite 125
Address Line 4:	Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	08/10/2021
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Spoonflower, Inc.

- Individual(s)
- Partnership
- Corporation - State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 10, 2021

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wilmington Trust, National Association

Street Address: 50 South Sixth Street, Suite 1290

City: Minneapolis

State: MN

Country: USA Zip: 55402

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No (s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 10, 2021
Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-9146, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notice of Grant of Security Interest in Intellectual Property (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of August 10, 2021 (this “Notice”), made by Spoonflower, Inc., a Delaware corporation (the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of September 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Shutterfly, LLC (the “Borrower”), as successor by merger to Photo Holdings Merger Sub Inc., Photo Holdings, LLC (the “Company”), each subsidiary of the Company identified therein, Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein), and Barclays Bank PLC, as Applicable Authorized Representative (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the

Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

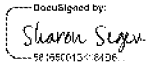
SECTION 4. Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. For the avoidance of doubt, the words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

SPOONFLOWER, INC.

By:  _____
Name: Sharon Segev
Title: President, Chief Legal and People
Officer and Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Christopher Spinelli
Title: Vice President

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Spoonflower, Inc.

U.S. Trademark Registrations and Application

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
SPOONFLOWER	77938502	18-FEB-2010	3906694	18-JAN-2011
SPROUT	86725444	14-AUG-2015	5096634	06-DEC-2016
ROOSTERY	86915369	22-FEB-2016	5763835	28-MAY-2019
ROOSTERY	86982290	22-FEB-2016	5219683	06-JUN-2017
FILL-A-YARD	87430221	28-APR-2017	5340168	21-NOV-2017
FILL-A-PROJECT	87430306	28-APR-2017	5340174	21-NOV-2017
ORGANIC SWEET PEA GAUZE	87516420	05-JUL-2017	5638895	25-DEC-2018
CELOSIA VELVET	87577172	21-AUG-2017	5782372	18-JUN-2019
DOGWOOD DENIM	87726635	19-DEC-2017	5795297	02-JUL-2019
LONGLEAF SATEEN	87827402	09-MAR-2018	5704946	19-MAR-2019
PETAL SIGNATURE COTTON	88359529	27-MAR-2019	6015065	17-MAR-2020
SPOONFLOWER	88981482	15-FEB-2019	6382051	08-JUN-2021