

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shutterfly Finance, LLC		06/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	50 South Sixth Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2520840	SHUTTERFLY	
Registration Number:	2643556	SNAPFISH	
Registration Number:	2864567	SHUTTERFLY EXPRESS	
Registration Number:	3397397	SHUTTERFLY	
Registration Number:	3629373	TINY PRINTS	
Registration Number:	3906694	SPOONFLOWER	
Registration Number:	4604072	LEGENDS START HERE.	
Registration Number:	4729266	SHUTTERFLY	
Registration Number:	5763835	ROOSTERY	
Registration Number:	5219683	ROOSTERY	
Registration Number:	5164879	MAKE MY BOOK	
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:	5557557	THE WEDDING SHOP	
Registration Number:	7006524	SPOONFLOWER	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	6015065	PETAL SIGNATURE COTTON
Registration Number:	6382051	SPOONFLOWER
Registration Number:	6926603	CRAFT FRIDAY
Registration Number:	2541483	VIVIDPICS

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/14/2023

Total Attachments: 5

- source=6-14-2023 Shutterfly_Finance_LLC_US_Trademark_Filings(1)_173732#page1.tif
- source=6-14-2023 Shutterfly_Finance_LLC_US_Trademark_Filings(1)_173732#page2.tif
- source=6-14-2023 Shutterfly_Finance_LLC_US_Trademark_Filings(1)_173732#page3.tif
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THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN TRADEMARKS IS SUBJECT TO THE PROVISIONS OF (I) THE SECOND LIEN/SECOND LIEN INTERCREDITOR AGREEMENT (FINCO) (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT, (II) THE MULTI-LIEN INTERCREDITOR AGREEMENT (FINCO) (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE COLLATERAL AGREEMENT AND (III) ANY OTHER INTERCREDITOR AGREEMENT

Notice of Grant of Security Interest in Trademarks (Second Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of June 9, 2023 (this “Notice”), made by Shutterfly Finance, LLC, a Delaware limited liability company (the “Pledgor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (FinCo) (Second Lien), dated as of June 9, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Shutterfly Finance, LLC (the “Borrower”), each Guarantor 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.

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.

SHUTTERFLY FINANCE, LLC

By: Mike Eklund

Name: Michael Eklund

Title: Senior Vice President, Chief Financial Officer

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President

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

Trademarks Owned by Shutterfly Finance, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SHUTTERFLY	2520840	18-Dec-01
SNAPFISH	2643556	29-Oct-02
SHUTTERFLY EXPRESS	2864567	20-Jul-04
SHUTTERFLY	3397397	18-Mar-08
TINY PRINTS	3629373	2-Jun-09
SPOONFLOWER	3906694	18-Jan-11
LEGENDS START HERE.	4604072	16-Sep-14
SHUTTERFLY	4729266	28-Apr-15
ROOSTERY	5763835	28-May-19
ROOSTERY	5219683	6-Jun-17
MAKE MY BOOK	5164879	21-Mar-17
FILL-A-YARD	5340168	21-Nov-17
FILL-A-PROJECT	5340174	21-Nov-17
ORGANIC SWEET PEA GAUZE	5638895	25-Dec-18
CELOSIA VELVET	5782372	18-Jun-19
DOGWOOD DENIM	5795297	2-Jul-19
LONGLEAF SATEEN	5704946	19-Mar-19
THE WEDDING SHOP	5557557	4-Sep-18
SPOONFLOWER	7006524	21-MAR-2023
PETAL SIGNATURE COTTON	6015065	17-Mar-20
SPOONFLOWER	6382051	8-Jun-21
CRAFT FRIDAY	6926603	13-Dec-22
VIVIDPICS	2541483	19-Feb-02

U.S. Trademark Applications

None.