

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifetouch 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: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1631112	LIFETOUCH	
Registration Number:	1638363	LIFETOUCH	
Registration Number:	1672864	LIFETOUCH	
Registration Number:	1647707	LIFETOUCH	
Registration Number:	1871731	CREATING MEMORIES FOR A LIFETIME	
Registration Number:	2078629	NO-TOUCH	
Registration Number:	2592102	I-DEPOT	
Registration Number:	2468530	WE CARE ENOUGH TO CHECK	
Registration Number:	2590456	LIFETOUCH YEARBOOKS	
Registration Number:	2514462	LIFETOUCH YEARBOOKS	
Registration Number:	2506837	PHOTOGRAPHY FOR A LIFETIME	
Registration Number:	2813503	MEMORY MISSION	
Registration Number:	2813504	LIFETOUCH MEMORY MISSION	
Registration Number:	2617557	LIFETOUCH PRESCHOOL	
Registration Number:	2772252	STAR CLASS PICTURE	
Registration Number:	2722335	SPORTSMATE	
Registration Number:	2857577	PRESTIGE PORTRAITS	
Registration Number:	2917025	SPORTOGRAPHY	
Registration Number:	3234988	TRUSTED NATIONALLY REPRESENTED LOCALLY	
		TRADEMARK	

CH \$765.00 1631112

Property Type	Number	Word Mark
Registration Number:	3228911	IMAGESTREAM
Registration Number:	3228912	LIFETOUCH IMAGESTREAM
Registration Number:	3272486	LIFETOUCH
Registration Number:	3937417	LIFETOUCH
Registration Number:	4786465	SMILESAFE
Registration Number:	4567088	BORROWLENSES
Registration Number:	4522069	GRADSCAN
Registration Number:	5098320	PARENTNOTIFY
Registration Number:	5144594	LIFETOUCH
Registration Number:	5347439	PICTURECLIX
Registration Number:	3092063	SPORTOGRAPHY PHOTOGRAPHING TOMORROW'S ST

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

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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 Lifetouch 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.

LIFETOUCH FINANCE, LLC

By: Mike Eklund

Name: Michael Eklund

Title: Senior Vice President, Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

TRADEMARK
REEL: 008099 FRAME: 0881

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: Jane Schweiger
Title: Vice President


[Signature Page to Notice of Grant of Security Interest in Trademarks (Second Lien)]

TRADEMARK
REEL: 008099 FRAME: 0882

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

Trademarks Owned by Lifetouch Finance, LLC

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
LIFETOUCH	1631112	8-Jan-91
LIFETOUCH	1638363	19-Mar-91
LIFETOUCH	1672864	21-Jan-92
LIFETOUCH	1647707	11-Jun-91
CREATING MEMORIES FOR A LIFETIME	1871731	3-Jan-95
NO-TOUCH	2078629	15-Jul-97
I-DEPOT	2592102	9-Jul-02
WE CARE ENOUGH TO CHECK	2468530	10-Jul-01
LIFETOUCH YEARBOOKS	2590456	9-Jul-02
LIFETOUCH YEARBOOKS	2514462	4-Dec-01
PHOTOGRAPHY FOR A LIFETIME	2506837	13-Nov-01
MEMORY MISSION	2813503	10-Feb-04
LIFETOUCH MEMORY MISSION	2813504	10-Feb-04
LIFETOUCH PRESCHOOL	2617557	10-Sep-02
STAR CLASS PICTURE	2772252	7-Oct-03
SPORTSMATE	2722335	3-Jun-03
PRESTIGE PORTRAITS	2857577	29-Jun-04
SPORTOGRAPHY	2917025	11-Jan-05
TRUSTED NATIONALLY REPRESENTED LOCALLY	3234988	24-Apr-07
IMAGESTREAM	3228911	10-Apr-07
LIFETOUCH IMAGESTREAM	3228912	10-Apr-07
LIFETOUCH	3272486	31-Jul-07
LIFETOUCH	3937417	29-Mar-11
SMILES SAFE	4786465	4-Aug-15
BORROWLENSES	4567088	15-JUL-2014
GRADSCAN	4522069	29-Apr-14
PARENTNOTIFY <small>parentnotify</small>	5098320	13-Dec-16
LIFETOUCH	5144594	21-Feb-17
PICTURECLIX	5347439	28-Nov-17
SPORTOGRAPHY PHOTOGRAPHING TOMORROW'S STARS LENS MADE IN USA 28.105 MM 1.4 - 5.6 	3092063	16-May-06

U.S. Trademark Applications

None.