

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release R/F 006850/0747		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		06/09/2023	Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Snapfish, LLC		
Street Address:	100 Montgomery Street		
Internal Address:	Suite 1430		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2643556	SNAPFISH	
Registration Number:	2594038		
Registration Number:	4717284	SNAPFLIX	
Registration Number:	4491779	SOCIALPICS	
Registration Number:	0955474	CLARK	
Registration Number:	4053593	INK GARDEN	
Registration Number:	4056974	INK GARDEN	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	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		

CH \$190.00 2643556

SIGNATURE:	/jep/
DATE SIGNED:	06/15/2023
Total Attachments: 4 source=6-15-2023 Wilmington-Snaphish-TM#page1.tif source=6-15-2023 Wilmington-Snaphish-TM#page2.tif source=6-15-2023 Wilmington-Snaphish-TM#page3.tif source=6-15-2023 Wilmington-Snaphish-TM#page4.tif	

EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of June 9, 2023, is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (referred to herein as the “Collateral Agent”), in favor of SNAPFISH, LLC, a California limited liability company (the “Pledgor”), pursuant to that certain 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, Inc. (the “Borrower”), as successor by merger to Photo Holdings Merger Sub Inc., Photo Holdings, LLC (the “Company”), the Pledgor and each other subsidiary of the Company identified therein, the Collateral Agent, as collateral agent for the Secured Parties (as defined therein), and Barclays Bank PLC, as Applicable Authorized Representative (as defined therein).

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Pledgor executed and delivered the Notice of Grant of Security Interest in Trademarks (First Lien), dated as of January 8, 2020, in favor of the Collateral Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Pledgor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of Pledgor’s right, title and interest in or to any and all of the following assets and properties then owned or at any thereafter acquired by the Pledgor or in which Pledgor then had or at any time thereafter acquired any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

- (i) All Trademarks, including those listed on Schedule I attached hereto.

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office (the “USPTO”) on January 30, 2020, at Reel/Frame No. 006850/0747; and

WHEREAS, the Pledgor has requested that the Collateral Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to the Pledgor, and the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Pledgor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement.

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, terminate, relinquish and discharge its lien on and security interest in and to all of the Pledgor's right, title and interest in, to and under the Trademark Collateral and reassigns, grants and conveys to the Pledgor any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral.

SECTION 3. Termination. The Collateral Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Collateral Agent hereby authorizes the Pledgor or its authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Pledgor any and all further documents and instruments, and do any and all further acts which the Pledgor (or their agents or designees) reasonably request (at the Pledgor's sole cost and expense) in order to confirm this Release and the Pledgor's right, title and interest in, to and under the Trademark Collateral.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law principles other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

By:  _____
Name: Jane Schweiger
Title: Vice President

SCHEDULE I

U.S. Trademark Registrations

Mark Name	Serial No.	Filing Date	Registration No.	Registration Date
SNAPFISH	75895845	12-JAN-2000	2643556	29-OCT-2002
Snapfish Logo (Fish Design)	76187522	27-DEC-2000	2594038	16-JUL-2002
SNAPFLIX	86046735	23-AUG-2013	4717284	07-APR-2015
SOCIALPICS	85623604	11-MAY-2012	4491779	04-MAR-2014
CLARK	72418672	17-MAR-1972	0955474	13-MAR-1973
INK GARDEN	77943985	24-FEB-2010	4053593	08-NOV-2011
INK GARDEN	77944028	24-FEB-2010	4056974	15-NOV-2011