

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release R/F 007385/0102		
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:	Spoonflower, Inc.		
Street Address:	3871 S. Alston Avenue		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	Corporation: DELAWARE		
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:	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		

CH \$315.00 3906694

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: 06/15/2023

Total Attachments: 4

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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 SPOONFLOWER, INC., a Delaware corporation (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 August 10, 2021, 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 August 10, 2021, at Reel/Frame No. 007385/0102; 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.

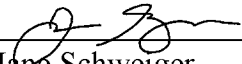
SECTION 4. Further Assurances. The Collateral Agent hereby authorizes the Pledgor or its authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of 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
SPOONFLOWER	77938502	18-Feb-10	3906694	18-Jan-11
SPROUT	86725444	14-Aug-2015	5096634	06-Dec-2016
ROOSTERY	86915369	22-Feb-16	5763835	28-May-19
ROOSTERY	86982290	22-Feb-16	5219683	6-Jun-17
FILL-A-YARD	87430221	28-Apr-17	5340168	21-Nov-17
FILL-A-PROJECT	87430306	28-Apr-17	5340174	21-Nov-17
ORGANIC SWEET PEA GAUZE	87516420	5-Jul-17	5638895	25-Dec-18
CELOSIA VELVET	87577172	21-Aug-17	5782372	18-Jun-19
DOGWOOD DENIM	87726635	19-Dec-17	5795297	2-Jul-19
LONGLEAF SATEEN	87827402	9-Mar-18	5704946	19-Mar-19
PETAL SIGNATURE COTTON	88359529	27-Mar-19	6015065	17-Mar-20
SPOONFLOWER	88981482	15-Feb-19	6382051	8-Jun-21