

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shutterfly Lifetouch, LLC		06/09/2023	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Shutterfly, LLC		
Street Address:	10 Almaden Blvd.		
Internal Address:	Suite 900		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2917025	SPORTOGRAPHY	
Registration Number:	3092063	SPORTOGRAPHY PHOTOGRAPHING TOMORROW'S ST	
CORRESPONDENCE DATA			
Fax Number:	2124920043		
<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:	2123733043		
Email:	ebensoul@paulweiss.com, amtang@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Elana D. Bensoul		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	022811-00013		
NAME OF SUBMITTER:	Elana D. Bensoul		
SIGNATURE:	/edb/		
DATE SIGNED:	06/23/2023		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated effective as of June 9, 2023, is by and between Shutterfly Lifetouch, LLC (the "Assignor") and Shutterfly, LLC ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties." All capitalized terms used but not defined herein shall have the respective meanings specified in, or incorporated by reference into, the Agreement (defined below).

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Transaction Agreement as of the effective date hereof (the "Agreement") whereby Assignor has agreed to convey the applicable Transferred IP to Assignee and Assignee has agreed to acquire the applicable Transferred IP from Assignor;

WHEREAS, pursuant to the foregoing, Assignor desires to distribute, contribute, transfer, bargain, grant, assign and otherwise convey to Assignee, and Assignee desires to accept from Assignor, all of the right, title and interest in and to the applicable Transferred IP of Assignor (the "Assigned Intellectual Property") as set forth below; and

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, state trademark offices, other applicable governmental authorities and other registrars the transfer and assignment of the Assigned Intellectual Property by the Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including, without limitation, the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grant of Assignment. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of Assignor's right, title and interest, of whatever kind, throughout the world, in and to the Assigned Intellectual Property, together with all of the goodwill associated therewith and symbolized thereby, including any applications, registrations, renewals and extensions thereof for the Assigned Intellectual Property, including as further detailed in the attached Schedule 1, and all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, the same to be held and enjoyed by Assignee, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
2. Rights. The foregoing assignment includes all rights to collect royalties, products and proceeds in connection with any of the Assigned Intellectual Property and all rights to sue for past, present or future infringement, misappropriation or other violation of the Assigned Intellectual Property, and all rights to recover damages or lost profits in connection therewith. In addition, Assignor agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Assignee of the Assigned Intellectual Property, or assist any third party in any of the foregoing.
3. Further Assurances. Assignor will, at Assignor's sole cost and expense, promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect the rights and interests of Assignee in and to the Assigned Intellectual Property assigned herein.

4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, including, without limitation, by operation of law, without the prior written consent of Assignee. Assignee may freely assign this Assignment and any of its rights, interests or obligations hereunder.
5. Conflict with Agreement. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
7. Electronic Signatures. A signature to this Assignment delivered by email or other electronic means will be deemed valid.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to choice of law rules.
9. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature page follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Shutterfly Lifetouch, LLC

By: Mike Eklund
Name: Michael Eklund
Title: Senior Vice President, Chief Financial Officer

ASSIGNEE:

Shutterfly, LLC


By: Mike Eklund
Name: Michael Eklund
Title: Senior Vice President, Chief Financial Officer

[Signature Page to Intellectual Property Assignment]

Schedule 1

Intellectual Property

Trademarks

No.	Mark	Country	Serial No.	Filing Date	Reg. No	Reg. Date	Intl Classes	Status
1.	SPORTOGRAPHY	United States	76559256	12-Nov-03	2917025	11-Jan-05	16	Registered
2.	SPORTOGRAPHY PHOTOGRAPHING TOMORROW'S STARS LENS MADE IN USA 28.105 MM 1.4 - 5.6 	United States	76634359	25-Mar-05	3092063	16-May-06	16	Registered