

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spoonflower, Inc.		06/09/2023	Corporation: DELAWARE
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: 13			
Property Type	Number	Word Mark	
Registration Number:	3906694	SPOONFLOWER	
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:	7006524	SPOONFLOWER	
Registration Number:	6015065	PETAL SIGNATURE COTTON	
Registration Number:	6382051	SPOONFLOWER	
Registration Number:	6926603	CRAFT FRIDAY	
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		

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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: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”), dated effective as of June 9, 2023, is by and between Spoonflower, Inc. (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:

Spoonflower, Inc.

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.	SPOONFLOWER	Australia	1745998	13-Jan-16	1745998	13-Jan-16	35 40 41 42	Registered
2.	SPOONFLOWER	Australia (International Register)	2061865	--	1508622	22-Nov-19	11 18 20 24 27 35 40	Registered
3.	SPOONFLOWER	Brazil	910591520	3-Feb-16	910591520	20-Feb-18	35	Registered
4.	SPOONFLOWER	Brazil	910591571	3-Feb-16	910591571	3-Feb-16	40	Registered
5.	SPOONFLOWER	Brazil	910591610	3-Feb-16	910591610	20-Feb-18	41	Registered
6.	SPOONFLOWER	Brazil	910591679	3-Feb-16	910591679	20-Feb-18	42	Registered
7.	SPOONFLOWER	Canada	1473084	15-Mar-10	TMA822453	18-Apr-12	35 40 41 42	Registered
8.	SPOONFLOWER	Canada (International Register)	2005257	22-Nov-19	TMA1150208	9-Nov-22	11 18 20 24 27 35 40	Registered
9.	SPOONFLOWER	China	18974549	25-Jan-16	18974549	28-Feb-17	42	Registered
10.	SPOONFLOWER	China	18974550	25-Jan-16	18974550	28-Feb-17	41	Registered
11.	SPOONFLOWER	China	18974551	25-Jan-16	18974551	28-Feb-17	40	Registered
12.	SPOONFLOWER	China	18974552	25-Jan-16	18974552	21-Mar-18	35	Registered
13.	SPOONFLOWER 	China	29173934	7-Feb-18	29173934	7-Apr-19	35	Registered
14.	SPOONFLOWER	China	48079583	14-Jul-20	48079583	14-Aug-21	35	Registered

No.	Mark	Country	Serial No.	Filing Date	Reg. No	Reg. Date	Intl Classes	Status
15.	SPOONFLOWER	China (International Register)		--	1508622	22-Nov-19	11 18 20 24 27 35 40	Pending
16.	SPOONFLOWER	EU trade marks	18206364	6-Mar-20	18206364	14-Jul-20	24 35 40 42	Registered
17.	SPOONFLOWER	EU trade marks (International Register)		--	1508622	22-Nov-19	11 18 20 24 27 35 40	Registered
18.	SPOONFLOWER	Hong Kong	303668617	25-Jan-16	303668617	25-Jan-16	35 40 41 42	Registered
19.	SPOONFLOWER	India	3170938	28-Jan-16	1766272	29-Jan-18	35 40 41 42	Registered
20.	SPOONFLOWER	International Register designating Australia, Canada, Switzerland, China, European Union, and New Zealand		--	1508622	22-Nov-19	11 18 20 24 27 35 40	Registered
21.	SPOONFLOWER	Italy	3020139021832 03	8-Aug-13	1588411	3-Apr-14	35 40 41 42	Registered
22.	SPOONFLOWER	Japan	2016-007924	26-Jan-16	5896092	11-Nov-16	35 40 41 42	Registered
23.	SPOONFLOWER	New Zealand	1035461	13-Jan-16	1035461	14-Jul-16	35 40 41 42	Registered
24.	SPOONFLOWER	New Zealand (International Register)	1138531	--	1508622	22-Nov-19	11 18 20 24 27 35 40	Registered

No.	Mark	Country	Serial No.	Filing Date	Reg. No	Reg. Date	Intl Classes	Status
25.	SPOONFLOWER	Switzerland (International Register)		--	1508622	22-Nov-19	11 18 20 24 27 35 40	Registered
26.	SPOONFLOWER	United Kingdom	UK00801508622	22-Nov-19	UK00801508622	19-Jun-20	11 18 20 24 27 35 40	Registered
27.	SPOONFLOWER	United Kingdom	UK00918206364	6-Mar-20	UK00918206364	14-Jul-20	24 35 40 42	Registered
28.	SPOONFLOWER	United Kingdom	2541163	8-Mar-10	2541163	20-Aug-10	35 40 41 42	Registered
29.	SPOONFLOWER	United States	77938502	18-Feb-10	3906694	18-Jan-11	35 40 41 42	Registered
30.	ROOSTERY	United States	86915369	22-Feb-16	5763835	28-May-19	24	Registered
31.	ROOSTERY	United States	86982290	22-Feb-16	5219683	6-Jun-17	20 27 35 40	Registered
32.	FILL-A-YARD	United States	87430221	28-Apr-17	5340168	21-Nov-17	40 42	Registered
33.	FILL-A-PROJECT	United States	87430306	28-Apr-17	5340174	21-Nov-17	40 42	Registered
34.	ORGANIC SWEET PEA GAUZE	United States	87516420	5-Jul-17	5638895	25-Dec-18	24	Registered
35.	CELOSIA VELVET	United States	87577172	21-Aug-17	5782372	18-Jun-19	24	Registered
36.	DOGWOOD DENIM	United States	87726635	19-Dec-17	5795297	2-Jul-19	24	Registered
37.	LONGLEAF SATEEN	United States	87827402	9-Mar-18	5704946	19-Mar-19	24	Registered
38.	SPOONFLOWER	United States	88303560	15-Feb-19	7006524	21-MAR-2023	20 27	Registered
39.	PETAL SIGNATURE COTTON	United States	88359529	27-Mar-19	6015065	17-Mar-20	24	Registered
40.	SPOONFLOWER	United States	88981482	15-Feb-19	6382051	8-Jun-21	20 24 35 40	Registered
41.	CRAFT FRIDAY	United States	90289167	30-Oct-20	6926603	13-Dec-22	35 40	Registered

TRADEMARK

RECORDED: 06/23/2023

REEL: 008108 FRAME: 0339