

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819311

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 Finance, LLC		06/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Lifetouch Finance, LLC		
Street Address:	11000 Viking Drive		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Liability Company: 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			

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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: 2124920043

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: 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: 7

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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 Finance, LLC (the "Assignor") and Lifetouch Finance, 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 Finance, LLC

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

ASSIGNEE:

Lifetouch Finance, LLC


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

[Signature Page to Intellectual Property Assignment]

Schedule 1

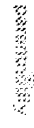

Intellectual Property

Trademarks

No.	Mark	Country	Serial No.	Filing Date	Reg. No	Reg. Date	Intl Classes	Status
1.	Borrowlenses	Australia	1606411	17-Feb-14	1606411	17-Feb-14	35 41 42	Registered
2.	BL BORROWLENSES 	Australia	1642919	25-Aug-14	1642919	25-Aug-14	41	Registered
3.	PARTNERS IN EDUCATION	Canada	697505	23-Jan-92	TMAA447524	15-Sep-95	16 40	Registered
4.	PRESTIGE PORTRAITS	Canada	697507	23-Jan-92	TMAA449727	10-Nov-95	16 40	Registered
5.	LIFETOUCH CANADA	Canada	697508	23-Jan-92	TMAA424119	4-Mar-94	9 16 40 41	Registered
6.	NO TOUCH	Canada	813224	22-May-96	TMAA493363	21-Apr-98	41	Registered
7.	ZOOM	Canada	830952	6-Dec-96	TMAA485491	14-Nov-97	16	Registered
8.	I-DEPOT	Canada	1027956	7-Sep-99	TMAA579716	16-Apr-03	42	Registered
9.	LIFETOUCH YEARBOOKS	Canada	1061208	30-May-00	TMAA577461	13-Mar-03	16 41	Registered
10.	LIFETOUCH SPORTS	Canada	1061209	30-May-00	TMAA574447	27-Jan-03	41	Registered
11.	LIFETOUCH SCHOOL PORTRAITS	Canada	1061211	30-May-00	TMAA574434	27-Jan-03	41	Registered
12.	GRADUATION SMILLESTONES	Canada	1212029	2-Apr-04	TMAA645032	28-Jul-05	41	Registered
13.	PICTURES2PROTECT	Canada	1265719	21-Jul-05	TMAA667942	17-Jul-06	16	Registered
14.	IMAGESTREAM	Canada	1276995	25-Oct-05	TMAA699376	24-Oct-07	9	Registered

No.	Mark	Country	Serial No.	Filing Date	Reg. No	Reg. Date	Intl Classes	Status
15.	LA VIE EN PHOTO	Canada	1318752	3-Oct-06	TMA750256	14-Oct-09	9 16 38 40 41	Registered
16.	SERVING YOU BY CONNECTING FAMILIES	Canada	1428955	25-Feb-09	TMA780859	27-Oct-10	35 41	Registered
17.	CELEBRATE ALL YOU'VE ACHIEVED	Canada	1469216	11-Feb-10	TMA824637	23-May-12	16 41	Registered
18.	LIFETOUCH	Canada	1512394	24-Jan-11	TMA832269	18-Sep-12	9	Registered
19.	LIFETOUCH	China	5990146	10-Apr-07	5990146	21-Jan-10	16	Registered
20.	LIFETOUCH	China	5990147	10-Apr-07	5990147	7-May-10	41	Registered
21.	LIFETOUCH	EU trade marks	203943	1-Apr-96	203943	15-Jun-98	16 42	Registered
22.	LIFETOUCH	EU trade marks	9679523	24-Jan-11	9679523	7-Sep-11	16 41	Registered
23.	BorrowLenses	EU trade marks	12604328	17-Feb-14	12604328	9-Jul-14	35 41 42	Registered
24.	LIFETOUCH	Hong Kong	300820575	23-Feb-07	300820575	23-Feb-07	16 41	Registered
25.	LIFETOUCH	Mexico	870916	25-Jul-07	1043397	30-May-08	41	Registered
26.	LIFETOUCH	Mexico	1149528	24-Jan-11	1220162	31-May-11	9	Registered
27.	LIFETOUCH	Mexico	1896279	26-May-17	1900508	12-Jul-18	41	Registered
28.	BorrowLenses	New Zealand	992680	17-Feb-14	992680	2-Sep-14	35 41 42	Registered
29.	LIFETOUCH	Taiwan	100003841	24-Jan-11	1476345	1-Oct-11	9	Registered
30.	BorrowLenses	United Kingdom	UK00912604328	17-Feb-14	UK00912604328	9-Jul-14	35 41 42	Registered
31.	LIFETOUCH	United Kingdom	UK00900203943	1-Apr-96	UK00900203943	15-Jun-98	16 42	Registered
32.	LIFETOUCH	United Kingdom	UK00909679523	24-Jan-11	UK00909679523	7-Sep-11	16 41	Registered

No.	Mark	Country	Serial No.	Filing Date	Reg. No	Reg. Date	Intl Classes	Status
33.	LIFETOUCH	United States	74041808	23-Mar-90	1631112	8-Jan-91	40	Registered
34.	LIFETOUCH	United States	74041810	23-Mar-90	1638363	19-Mar-91	16	Registered
35.	LIFETOUCH	United States	74041817	23-Mar-90	1672864	21-Jan-92	42	Registered
36.	LIFETOUCH	United States	74042305	23-Mar-90	1647707	11-Jun-91	41	Registered
37.	CREATING MEMORIES FOR A LIFETIME	United States	74479228	12-Jan-94	1871731	3-Jan-95	42	Registered
38.	NO-TOUCH	United States	75036832	21-Dec-95	2078629	15-Jul-97	41	Registered
39.	I-DEPOT	United States	75719721	2-Jun-99	2592102	9-Jul-02	42	Registered
40.	WE CARE ENOUGH TO CHECK	United States	75916197	11-Feb-00	2468530	10-Jul-01	42	Registered
41.	LIFETOUCH YEARBOOKS	United States	76019812	6-Apr-00	2590456	9-Jul-02	16	Registered
42.	LIFETOUCH YEARBOOKS	United States	76019813	6-Apr-00	2514462	4-Dec-01	41	Registered
43.	PHOTOGRAPHY FOR A LIFETIME	United States	76198064	23-Jan-01	2506837	13-Nov-01	42	Registered
44.	MEMORY MISSION	United States	76255018	10-May-01	2813503	10-Feb-04	41 42	Registered
45.	LIFETOUCH MEMORY MISSION	United States	76255019	10-May-01	2813504	10-Feb-04	41 42	Registered
46.	LIFETOUCH PRESCHOOL	United States	76258569	17-May-01	2617557	10-Sep-02	42	Registered
47.	STAR CLASS PICTURE	United States	76295855	6-Aug-01	2772252	7-Oct-03	42	Registered
48.	SPORTSMATE	United States	76299049	13-Aug-01	2722335	3-Jun-03	41	Registered
49.	PRESTIGE PORTRAITS	United States	76521829	11-Jun-03	2857577	29-Jun-04	41	Registered
50.	SPORTOGRAPHY	United States	76559256	12-Nov-03	2917025	11-Jan-05	16	Registered
51.	TRUSTED NATIONALLY REPRESENTED LOCALLY	United States	78657534	24-Jun-05	3234988	24-Apr-07	41	Registered

No.	Mark	Country	Serial No.	Filing Date	Reg. No	Reg. Date	Intl Classes	Status
52.	IMAGESTREAM	United States	78977930	7-Jun-05	3228911	10-Apr-07	9	Registered
53.	LIFETOUCH IMAGESTREAM	United States	78977931	7-Jun-05	3228912	10-Apr-07	9	Registered
54.	LIFETOUCH	United States	78978131	4-Apr-06	3272486	31-Jul-07	9	Registered
55.	LIFETOUCH	United States	85090721	22-Jul-10	3937417	29-Mar-11	9	Registered
56.	SMILESAFE	United States	86075373	26-Sep-13	4786465	4-Aug-15	9 16 41 45	Registered
57.	BORROWLENSES	United States	86103749	28-OCT-2013	4567088	15-JUL-2014	35 41 42	Registered
58.	GRADSCAN	United States	86120286	15-Nov-13	4522069	29-Apr-14	41	Registered
59.	PARENTNOTIFY 	United States	86718448	7-Aug-15	5098320	13-Dec-16	38	Registered
60.	LIFETOUCH	United States	86877103	15-Jan-16	5144594	21-Feb-17	9 16 35 41 45	Registered
61.	PICTURECLIX	United States	87168305	12-Sep-16	5347439	28-Nov-17	16 40 41 42	Registered
62.	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

TRADEMARK

REEL: 008108 FRAME: 0391

RECORDED: 06/23/2023