

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM832394

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Photo Funding I L.P.		08/14/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Collage.com, Inc.		
<b>Street Address:</b>	3855 Hideaway Ct.		
<b>City:</b>	Brighton		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48114		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4894604	ONE-CLICK PHOTO BOOK	
<b>Registration Number:</b>	4388045		
<b>Registration Number:</b>	4342257	COLLAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147467777		
<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>			
<b>Phone:</b>	2147467700		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Angela Estrada		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	200 Crescent Court, Suite 300		
<b>Address Line 4:</b>	Dallas, TEXAS 75201-6950		
<b>ATTORNEY DOCKET NUMBER:</b>	A.Estrada - 73962.0007		
<b>NAME OF SUBMITTER:</b>	Angela Estrada		
<b>SIGNATURE:</b>	/Angela Estrada/		
<b>DATE SIGNED:</b>	08/16/2023		
<b>Total Attachments: 4</b>			

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PARTIAL TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT

This PARTIAL TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT is made as of August 14, 2023 (this "***Partial Termination and Release***"), by Photo Funding I L.P., a Delaware limited partnership, under the Credit Agreement referred to below ("***Bank***"), for the benefit of Collage.com, Inc., a Delaware corporation ("***Grantor***"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement referred to below.

A. Reference is made to (i) that certain Credit Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "***Credit Agreement***"), by and among, *inter alios*, Grantor and Bank, (ii) that certain Guaranty and Security Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "***Guaranty and Security Agreement***"), by and among, *inter alios*, Grantor and Bank, (iii) that certain Trademark Security Agreement, dated as of March 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the effectiveness of the Assignment of Trademark Security Agreement (as defined below), the "***Trademark Security Agreement***"), by and among, *inter alios*, Grantor in favor of Ally Bank (the "***Previous Agent***"), and (iv) that certain Assignment of Trademark Security Agreement, dated as of December 9, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Assignment of Trademark Security Agreement***"; the Trademark Security Agreement as modified by the Assignment of Trademark Security Agreement, the "***Assigned Trademark Security Agreement***"), by and between the Previous Agent and Bank.

B. Pursuant to the Guaranty and Security Agreement, Grantor executed the Assigned Trademark Security Agreement, and, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement), granted Bank a lien on and security interest in all of its right, title and interest in, to and under its Trademarks and Trademark applications listed on Schedule I hereto, solely to the extent the same constitute Collateral (the "***Trademark Collateral***"). The Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on April 22, 2021 at Reel/Frame 7282/0286. The Assignment of Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on December 9, 2022 at Reel/Frame 7914/0344.

C. In connection with the release of certain security interests under the Loan Documents, Grantor has informed Bank of its desire to obtain the release of all right, title and interest of Bank, in, to and under the Trademark Collateral granted under the Assigned Trademark Security Agreement.

D. Bank releases all of its right, title and interest in, to and under the following:

(a) all of its United States registered and applied for Trademarks (other than Trademarks that are Excluded Collateral), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue

and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Partial Termination and Release, Bank does hereby terminate, release, cancel, relinquish and discharge any and all liens and security interests it has in, to and under the Trademark Collateral, and reassigns, retransfers and reconveys all right, title and interest it has in, to and under the Trademark Collateral to Grantor. Bank hereby authorizes Grantor or any of its authorized representatives or designees to file this Partial Termination and Release with the U.S. Patent and Trademark Office or any other applicable governmental office. At the request and sole expense of Grantor, Bank shall execute, acknowledge, procure and deliver to Grantor such further documents and to do such other acts as Grantor shall reasonably request to evidence the release of Bank's lien on and security interest in, to and under the Trademark Collateral. This Partial Termination and Release and any further documents, and the performance of any actions by Bank hereunder or thereunder, are made without representation or warranty by, or recourse to, Bank.

**THIS PARTIAL TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS PARTIAL TERMINATION AND RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, Bank has caused this Partial Termination and Release to be duly executed as of the day and year first above written.

BANK:

**PHOTO FUNDING I L.P.**

By: PHOTO FUNDING GP L.L.C., its General Partner

DocuSigned by:

*William Aliber*

By: \_\_\_\_\_

Name: William Aliber

Title: President

SCHEDULE I

Trademark Registrations

Trademark	Assignee/Owner	Application Date	Application Number	Grant Date	Registration Number
ONE-CLICK PHOTO BOOK	Collage.com, Inc.	4/17/2015	86/600594	2/2/2016	4894604
	Collage.com, Inc.	1/16/2013	85/824590	8/20/2013	4388045
COLLAGE.COM	Collage.com, Inc.	10/2/2012	85/743407	5/28/2013	4342257