

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM675218

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| PicMonkey, LLC  |  | 09/03/2021            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Shutterstock Ventures LLC                          |                       |  |
| <b>Street Address:</b>  | 350 Fifth Avenue, 21st Floor                       |                       |  |
| <b>City:</b>  | New York   |                       |  |
| <b>State/Country:</b>   | NEW YORK   |                       |  |
| <b>Postal Code:</b>   | 10118  |                       |  |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |  |
| <b>PROPERTY NUMBERS Total: 8</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 4347799  |                       |  |
| <b>Registration Number:</b>   | 5251926  |                       |  |
| <b>Registration Number:</b>   | 4347794  | PICMONKEY             |  |
| <b>Registration Number:</b>   | 4977253  | PICMONKEY             |  |
| <b>Registration Number:</b>   | 4347801  | PICMONKEY             |  |
| <b>Registration Number:</b>   | 5397935  | SUPREMIUM             |  |
| <b>Serial Number:</b>   | 88095381   | PICNIK                |  |
| <b>Serial Number:</b>   | 87698426   | VIDMONKEY             |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  |  |                       |  |
| <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>   | 8587208900   |                       |  |
| <b>Email:</b>   | docketing@sheppardmullin.com                       |                       |  |
| <b>Correspondent Name:</b>  | SHEPPARD, MULLIN, RICHTER & HAMPTON LLP            |                       |  |
| <b>Address Line 1:</b>  | 650 Town Center Drive, 4th Floor                   |                       |  |
| <b>Address Line 4:</b>  | Costa Mesa, CALIFORNIA 92626                       |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 76BP-333695  |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Daniel N. Yannuzzi                                 |                       |  |

CH \$215.00 4347799

|   |                      |
|---|----------------------|
| <b>SIGNATURE:</b>   | /Daniel N. Yannuzzi/ |
| <b>DATE SIGNED:</b>   | 09/17/2021           |
| <b>Total Attachments: 11</b><br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page1.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page2.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page3.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page4.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page5.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page6.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page7.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page8.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page9.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page10.tif<br>source=08 Europa - Trademark Assignment (OpCo) (Executed), 4823-7995-3145 v 1#page11.tif |                      |

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into on September 3, 2021, by and between PicMonkey, LLC, a Delaware limited liability company (the "Assignor"), on the one hand, and Shutterstock Ventures LLC, a Delaware limited liability company (together with its successors and assigns, "Assignee") on the other hand. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, made and entered into as of September 3, 2021 (the "Purchase Agreement"), with the other parties thereto named therein, pursuant to which Assignee is purchasing certain assets from Assignor and CaymanCo;

WHEREAS, it is a condition to the closing under the Purchase Agreement that Assignor assigns to Assignee its entire right, title and interest in and to the trademarks listed on the attached Exhibit A, together with the goodwill of the business associated with and symbolized by such trademarks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such trademarks (the "Intellectual Property Assets"); and

WHEREAS, Assignor desires to assign to Assignee its entire right, title and interest in and to the Intellectual Property Assets, and Assignee desires to purchase, acquire and accept such right, title and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and incorporating the above Recitals, the parties hereto, intending to be legally bound, agree as follows:

**AGREEMENT**

1. Assignment. As of the date hereof, Assignor hereby irrevocably and perpetually sells, assigns, transfers and conveys to Assignee the entire right, title and interest of Assignor in and to all of the Intellectual Property Assets, and the registrations therefor, for Assignee's use and enjoyment, including all rights to causes of action and remedies related thereto (including, without limitation, any and all claims and causes of action with respect to any of the foregoing whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages), as fully and entirely as the same would have been held by Assignor had this assignment not been made. If, and only if, any of the right, title and interest in and to any of the Intellectual Property Assets cannot be assigned by Assignor to Assignee, Assignor hereby grants to Assignee an exclusive, royalty-free, transferable, irrevocable,

worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such right, title and interest that cannot be so assigned. If, and only if, any of the right, title and interest in and to the Intellectual Property Assets can be neither assigned nor licensed by Assignor to Assignee, Assignor hereby irrevocably waives and agrees never to assert such right, title and interest against Assignee or any of Assignee's successors in interest to such right, title or interest.

2. Terms of the Asset Purchase Agreement. Nothing in this Assignment shall limit or expand either party's rights or obligations under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Successors and Assigns. Except as otherwise provided in this Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, and administrators. No party hereto may assign its rights or delegate any of its obligations hereunder without the prior written consent of the other party hereto; provided, that Assignee shall be entitled to assign or delegate this Assignment or all or any part of its rights or obligations hereunder for collateral security purposes to any lender. No assignment or delegation shall relieve the assigning party of any of its obligations hereunder.

4. Governing Law. This Assignment (including its interpretation, construction, performance and enforcement) shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

5. Facsimile or Scanned Signature. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed as of the date first written above.

“ASSIGNOR”

PICMONKEY, LLC

DocuSigned by:  
*Frits Habermann*  
By: \_\_\_\_\_  
450E35481CE449E...  
Name: Frits Habermann  
Title: Chief Executive Officer


“ASSIGNEE”

SHUTTERSTOCK VENTURES LLC

By: \_\_\_\_\_  
Name:  
Title:

“ASSIGNEE”

SHUTTERSTOCK VENTURES LLC

DocuSigned by:  
  
By: 9BBEEDF894B94DD  
Name: Steve Ciardiello  
Title: President



*[Signature Page to Trademark Assignment Agreement (OpCo)]*

**TRADEMARK**  
**REEL: 007424 FRAME: 0798**


EXHIBIT A  
TRADEMARK SCHEDULE

EXHIBIT A

TRADEMARK SCHEDULE

| COUNTRY | MARK   | APP NO.  | FILE DATE | REG NO. | REG DATE  | GOODS/SERVICES   | STATUS     | OWNER          |
|---------|--|----------|-----------|---------|-----------|--|------------|----------------|
| USA     | Monkey Design<br> | 85567436 | 3/12/2012 | 4347799 | 6/4/2013  | 42 - Image processing software design; Providing a website featuring on-line non-downloadable software tools for image editing   | REGISTERED | PicMonkey, LLC |
| USA     | Monkey Design<br> | 86922843 | 2/29/2016 | 5251926 | 7/25/2017 | 09 - Computer software, namely, downloadable software tools for digital image editing; downloadable software for viewing digital images; computer software for use in printing digital images; mobile application software for uploading and transferring files; mobile application computer software for editing, uploading, downloading, accessing, manipulating, editing, indexing, cataloguing, enhancing, posting, displaying, tagging, blogging, streaming, linking, storing, sharing, or printing photos and digital images | REGISTERED | PicMonkey, LLC |
| USA     | PICMONKEY  | 85567405 | 3/12/2012 | 4347794 | 6/4/2013  | 42 - Image processing software design; Providing a website featuring on-line non-downloadable  | REGISTERED | PicMonkey, LLC |



|     |   |          |            |         |           |  |            |                |
|-----|---|----------|------------|---------|-----------|--|------------|----------------|
|     |   |          |            |         |           | software tools for image editing   |            |                |
| USA | PICMONKEY   | 86788267 | 10/14/2015 | 4977253 | 6/14/2016 | 09 - Computer software, namely, downloadable software tools for digital image editing; downloadable software for viewing digital images; computer software for use in printing digital images  | REGISTERED | PicMonkey, LLC |
| USA | PICMONKEY (Stylized)<br><br> | 85567444 | 3/12/2012  | 4347801 | 6/4/2013  | 42 - Image processing software design; Providing a website featuring on-line non-downloadable software tools for image editing   | REGISTERED | PicMonkey, LLC |
| USA | PICNIK  | 88095381 | 8/28/2018  |         |           | 09 - Computer software, namely, downloadable software tools for digital image editing, digital motion image editing, and digital video editing; downloadable software for viewing digital images, digital motion images, and digital video; computer software for use in printing, sharing, online posting, displaying, storing, organizing, and analyzing digital images, digital motion images, and digital video files; downloadable software for uploading and transmitting digital images, digital motion images, and | PENDING    | PicMonkey, LLC |

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  | <p>digital video files; downloadable software for editing, uploading, downloading, accessing, manipulating, indexing, cataloguing, enhancing, online posting, displaying, identifying persons within, posting to blogs, streaming, linking to, storing, sharing, and printing photos, digital images, digital motion images, and digital video</p> <p>42 - Design of software for processing, editing, storing, accessing, organizing, and analyzing images, animated images, and video; providing a website featuring on-line non-downloadable software tools for processing, editing, storing, accessing, organizing, and analyzing images, animated images, and video; providing online non-downloadable mobile applications for processing, editing, storing, accessing, organizing, and analyzing images, animated images, and video; Software as a Service (SAAS) services featuring software for uploading, storing, downloading,</p> |  |
|--|--|--|--|--|--|--|

|     |           |          |            |         |          |   |            |                |
|-----|-----------|----------|------------|---------|----------|---|------------|----------------|
|     |           |          |            |         |          | organizing, displaying, and analyzing digital images, animated images, and video  |            |                |
| USA | SUPREMIUM | 87372090 | 3/15/2017  | 5397935 | 2/6/2018 | 09 - Computer software, namely, downloadable software tools for digital image editing; downloadable software for viewing digital images; computer software for use in printing digital images<br><br>42 - Image processing software design; providing a website featuring on-line non-downloadable software tools for image editing   | REGISTERED | PicMonkey, LLC |
| USA | VIDMONKEY | 87698426 | 11/27/2017 |         |          | 09 - Computer software, namely, downloadable software tools for digital image editing, digital motion image editing, and digital video editing; downloadable software for viewing digital images, digital motion images, and digital video; computer software for use in printing, sharing, online posting, displaying, storing, organizing, and analyzing digital images, digital motion images, and digital video files; downloadable software for uploading and transmitting digital images, digital | ABANDONED  | PicMonkey, LLC |

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  | <p>motion images, and digital video files; downloadable software for editing, uploading, downloading, accessing, manipulating, indexing, cataloguing, enhancing, online posting, displaying, identifying persons within, posting to blogs, streaming, linking to, storing, sharing, and printing photos, digital images, digital motion images, and digital video</p> <p>42 - Design of software for processing, editing, storing, accessing, organizing, and analyzing images, animated images, and video; providing a website featuring on-line non-downloadable software tools for processing, editing, storing, accessing, organizing, and analyzing images, animated images, and video; providing online non-downloadable mobile applications for processing, editing, storing, accessing, organizing, and analyzing images, animated images, and video; Software as a Service (SAAS) services featuring software for uploading, storing,</p> |  |
|--|--|--|--|--|--|--|

|  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  | downloading,<br>organizing,<br>displaying, and<br>analyzing digital<br>images, animated<br>images, and video |  |  |
|--|--|--|--|--|--|--|--|--|