

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOTO UNLIMITED PROCESSING, LLC		10/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 S LaSalle Street		
Internal Address:	Angela Larkin - Agency Management		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank - Administrative Agent: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86523085	PHOTOS UNLIMITED	
CORRESPONDENCE DATA			
Fax Number:	6023647070		
<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:	602-364-7000		
Email:	julie.eslick@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	TWO N CENTRAL AVENUE, SUITE 2200		
Address Line 2:	JULIE A. ESLICK		
Address Line 4:	PHOENIX, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	0334925		
NAME OF SUBMITTER:	Julie A. Eslick		
SIGNATURE:	/Julie A. Eslick/		
DATE SIGNED:	11/12/2015		
Total Attachments: 3			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of October 31, 2014 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Agreement") and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the Secured Parties.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

PHOTOS UNLIMITED PROCESSING, LLC

By: Photos Unlimited, LLC, a Delaware limited liability company, its sole member

By: Dale Heine
Name: Dale Heine
Title: President Chief Executive Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

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Very truly yours,

PHOTOS UNLIMITED PROCESSING, LLC

By: Photos Unlimited, LLC, a Delaware limited liability company, its sole member

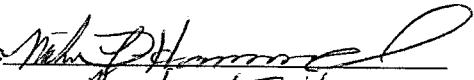
By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Michael J. Hammond
Title: SVP

Schedule 1

Owner	Mark	Serial or Registration No.	Registration/Filing Date
Photos Unlimited Processing, LLC	PHOTOS UNLIMITED	86523085	September 8, 2015