

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFETOUCH, INC.		09/25/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 61			
Property Type	Number	Word Mark	
Registration Number:	3789381	CAPTURING MEMORIES TO LAST A LIFETIME	
Registration Number:	4029282	CILENTO PHOTOGRAPHY	
Registration Number:	3964058	CILENTO PHOTOGRAPHY	
Registration Number:	1871731	CREATING MEMORIES FOR A LIFETIME	
Registration Number:	2382368	FELLOWSHIP DIRECTORY PROGRAM	
Registration Number:	2737592	FLASH DIGITAL PORTRAITS	
Registration Number:	4522069	GRADSCAN	
Registration Number:	2592102	I-DEPOT	
Registration Number:	3228911	IMAGESTREAM	
Registration Number:	1686368	KIDDIE KANDIDS	
Registration Number:	4604072	LEGENDS START HERE.	
Registration Number:	1638363	LIFETOUCH	
Registration Number:	1631112	LIFETOUCH	
Registration Number:	1647707	LIFETOUCH	
Registration Number:	1672864	LIFETOUCH	
Registration Number:	3272486	LIFETOUCH	
Registration Number:	3937417	LIFETOUCH	
Registration Number:	5144594	LIFETOUCH	
Registration Number:	2627847	LIFETOUCH	

OP \$1540.00 3789381

Property Type	Number	Word Mark
Registration Number:	2572760	LIFETOUCH
Registration Number:	1323758	LIFETOUCH
Registration Number:	1323226	LIFETOUCH
Registration Number:	2563307	LIFETOUCH CHURCH DIRECTORIES AND PORTRAI
Registration Number:	2662023	LIFETOUCH NATIONAL SCHOOL STUDIOS
Registration Number:	1636888	LIFETOUCH PORTRAIT STUDIOS INC.
Registration Number:	2617557	LIFETOUCH PRESCHOOL
Registration Number:	5027255	PICTUREME PHOTOGRAPHY
Registration Number:	4568481	LIFETOUCH X1 PORTRAIT TECHNOLOGY
Registration Number:	2590456	LIFETOUCH YEARBOOKS
Registration Number:	2514462	LIFETOUCH YEARBOOKS
Registration Number:	2813503	MEMORY MISSION
Registration Number:	4158297	
Registration Number:	1645199	NATIONAL SCHOOL STUDIOS
Registration Number:	1651741	NATIONAL SCHOOL STUDIOS
Registration Number:	1647101	NATIONAL SCHOOL STUDIOS
Registration Number:	2258503	NO TOUCH
Registration Number:	2078629	NO-TOUCH
Registration Number:	5098320	PARENTNOTIFY
Registration Number:	1648818	PARTNERS IN EDUCATION
Registration Number:	2506837	PHOTOGRAPHY FOR A LIFETIME
Registration Number:	5347439	PICTURECLIX
Registration Number:	5027254	PICTUREME PHOTOGRAPHY
Registration Number:	2722335	SPORTSMATE
Registration Number:	2857577	PRESTIGE PORTRAITS
Registration Number:	2584648	PRESTIGE PORTRAITS BY LIFETOUCH
Registration Number:	4938979	PRINT TO PRESERVE
Registration Number:	4786465	SMILESAFE
Registration Number:	2772252	STAR CLASS PICTURE
Registration Number:	2630669	THE STATE OF CREATE
Registration Number:	3234988	TRUSTED NATIONALLY REPRESENTED LOCALLY
Registration Number:	2468530	WE CARE ENOUGH TO CHECK
Registration Number:	4663611	WEBEASE
Registration Number:	4568479	X1
Registration Number:	2570744	LIFETOUCH
Registration Number:	3228912	LIFETOUCH IMAGESTREAM
Registration Number:	2159873	PORTRAIT CREATIONS
Registration Number:	2041189	PORTRAIT CREATIONS

Property Type	Number	Word Mark
Registration Number:	1860895	TROPHY CARD
Registration Number:	2480407	FELLOWSHIP DIRECTORY
Registration Number:	2813504	LIFETOUCH MEMORY MISSION
Registration Number:	4568480	LIFETOUCH X1

CORRESPONDENCE DATA

Fax Number:

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: 2126834120
Email: luis.rodriquez@unitedcorporate.com
Correspondent Name: Elaine Carrera
Address Line 1: 80 PINE STREET
Address Line 2: C/O CAHILL GORDON & REINDEL LLP
Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
SIGNATURE:	/ELAINE CARRERA/
DATE SIGNED:	09/27/2019

Total Attachments: 8
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Notice of Grant of Security Interest in Intellectual Property (First Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of September 25, 2019 (this “Notice”), made by Lifetouch Inc., a Minnesota Corporation (the “Pledgor”), in favor of Wilmington Trust, National Association, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of September 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Shutterfly, Inc. (the “Borrower”), as successor by merger to Photo Holdings Merger Sub Inc., Photo Holdings, LLC (the “Company”), each subsidiary of the Company identified therein, Wilmington Trust, National Association, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein), and Barclays Bank PLC, as Applicable Authorized Representative (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

- (i) all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the

Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Notice as of the day and year first above written.

LIFETOUCH INC.

By: 
Name: Jason Sebring
Title: Senior Vice President Legal,
General Counsel and Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006756 FRAME: 0901

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: **Jane Schweiger**
Title: **Vice President**


[Signature Page to Notice of Grant of Security Interest in Trademarks]

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Lifetouch Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CAPTURING MEMORIES TO LAST A LIFETIME	3789381	5/18/2010
CILENTO PHOTOGRAPHY	4029282	9/20/2011
CILENTO PHOTOGRAPHY	3964058	5/24/2011
CREATING MEMORIES FOR A LIFETIME	1871731	1/3/1995
FELLOWSHIP DIRECTORY PROGRAM	2382368	9/5/2000
FLASH DIGITAL PORTRAITS	2737592	7/15/2003
GRADSCAN	4522069	4/29/2014
I-DEPOT	2592102	7/9/2002
IMAGESTREAM	3228911	4/10/2007
KIDDY KANDIDS	1686368	5/12/1992
LEGENDS START HERE.	4604072	9/16/2014
LIFETOUCH	1638363	3/19/1991
LIFETOUCH	1631112	1/8/1991
LIFETOUCH	1647707	6/11/1991
LIFETOUCH	1672864	1/21/1992
LIFETOUCH	3272486	7/31/2007
LIFETOUCH	3937417	3/29/2011
LIFETOUCH	5144594	2/21/2017
LIFETOUCH (STYLIZED)	2627847	10/1/2002
LIFETOUCH (STYLIZED)	2572760	5/28/2002
LIFETOUCH (STYLIZED)	1323758	3/5/1985
LIFETOUCH (STYLIZED)	1323226	3/5/1985
LIFETOUCH CHURCH DIRECTORIES AND PORTRAITS	2563307	4/23/2002
LIFETOUCH NATIONAL SCHOOL STUDIOS	2662023	12/17/2002
LIFETOUCH PORTRAIT STUDIOS INC.	1636888	3/5/1991
LIFETOUCH PRESCHOOL	2617557	9/10/2002
PICTUREME PHOTOGRAPHY & DESIGN	5027255	8/23/2016

LIFETOUCH X1 PORTRAIT TECHNOLOGY & DESIGN	4568481	7/15/2014
LIFETOUCH YEARBOOKS	2590456	7/9/2002
LIFETOUCH YEARBOOKS	2514462	12/4/2001
MEMORY MISSION	2813503	2/10/2004
	4158297	6/12/2012
NATIONAL SCHOOL STUDIOS	1645199	5/21/1991
NATIONAL SCHOOL STUDIOS	1651741	7/23/1991
NATIONAL SCHOOL STUDIOS	1647101	6/4/1991
NO TOUCH & DESIGN	2258503	7/6/1999
NO-TOUCH	2078629	7/15/1997
PARENTNOTIFY & DESIGN	5098320	12/13/2016
PARTNERS IN EDUCATION	1648818	6/25/1991
PHOTOGRAPHY FOR A LIFETIME	2506837	11/13/2001
PICTURECLIX	5347439	11/28/2017
PICTURE ME PHOTOGRAPHY	5027254	8/23/2016
SPORTSMATE	2722335	6/3/2003
PRESTIGE PORTRAITS	2857577	6/29/2004
PRESTIGE PROTRAITS BY LIFETOUCH	2584648	6/25/2002
PRINT TO PRESERVE	4938979	4/19/2016
SMILES SAFE	4786465	8/4/2015
STAR CLASS PICTURE	2772252	10/7/2003
THE STATE OF CREATE	2630669	10/8/2002
TRUSTED NATIONALLY REPRESENTED LOCALLY	3234988	4/24/2007
WE CARE ENOUGH TO CHECK	2468530	7/10/2001
WEBEASE	4663611	12/30/2014
X1 & DESIGN	4568479	7/15/2014
LIFETOUCH	2570744	5/21/2002
LIFETOUCH IMAGESTREAM	3228912	4/10/2007
PORTRAIT CREATIONS	2,159,873	5/26/1998

PORTRAIT CREATIONS	2,041,189	2/25/1997
TROPHY CARD	1,860,895	11/1/1994
TRUSTED NATIONALLY REPRESENTED LOCALLY	3,234,988	4/24/2007
WE CARE ENOUGH TO CHCK	2,468,530	7/1/2001
FELLOWSHIP DIRECTORY	2480407	8/21/2001
LIFETOUCH MEMORY MISSION	2813504	2/10/2004
LIFETOUCH X1	4568480	7/15/2014