

04-23-1999



101018105

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

3-29-99

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/22/1999 JSHWBAZZ 00000141 75415315

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 300.00 DP

JSHWBAZZ 000000486

Refund Total:

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUEST TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignment, Washington, D.C. 20231

TRADEMARK
REEL: 1887 FRAME: 0411

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

S (line 1)

S (line 2)

(line 3)

S (line 4)

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="15"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1502645"/>	<input type="text" value="1885891"/>	<input type="text" value="1706279"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1691512"/>	<input type="text" value="2002920"/>	<input type="text" value="2004296"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2081694"/>	<input type="text" value="2084091"/>	<input type="text" value="2095121"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Thomas Coco

3-17-99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Address (A/TA)

Address of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Citizenship State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2111439	2131346	2201210
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

COLLATERAL ASSIGNMENT OF MARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FOTO FANTASY, INC., a Delaware corporation, with an address of 63 Range Road, Windham, New Hampshire 03087 (the "Assignor") hereby assigns and grants to Fleet Bank - NH with a place of business at 1155 Elm Street, Manchester, New Hampshire 03101, pursuant to a certain Commercial Loan Agreement dated January 7, 1998, as amended by First Amendment to Commercial Loan Agreement and Loan Documents dated December 11, 1998, Second Amendment to Commercial Loan Agreement and Loan Documents dated February 2, 1999, and Third Amendment to Commercial Loan Agreement and Loan Documents dated February 19, 1999, to which the Assignor is a party and borrower thereunder (the "Assignee"), a security interest in and to all of the rights, title and interest of the Assignor in and to the (i) trademarks, service marks, trademark registrations, service mark registrations, trade names, collective marks and certification marks and trademark and service mark applications, and trade dress, including logos and/or designs, in connection with any of the foregoing as set forth on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Assignor's business connected with and symbolized by any of the foregoing (collectively, the "Marks").

Until and unless there shall exist an Event of Default under the Security Agreement (as defined below) and the Assignee has given notice to the Assignor of the Assignee's intention to exercise its rights under the Security Agreement, the Assignee hereby grants to the Assignor, without representation or warranty by the Assignor, the exclusive, nontransferable right and license (i) to use the Marks on and in connection with goods and services sold by the Assignor, for the Assignor's own benefit and account and for none other and (ii) to collect any and all royalties under any sublicenses granted by the Assignor.

This Collateral Assignment is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations as such term is defined in, that certain Security Agreement (Intellectual Property) dated as of February 19, 1999 by and between the Assignor, its affiliates, and the Assignee, as the same may from time to time be amended and in effect (the "Security Agreement").

IN WITNESS WHEREOF, the Assignor has executed this instrument under seal as of _____, 1999.

ASSIGNOR

FOTO FANTASY, INC.

[Signature]
Witness

By: [Signature] CFO
Signature and Title
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8 day of March 1999,
by Thomas J. Coco, for, on behalf of, and as Duly Authorized Officer of
Foto Fantasy, Inc., a Delaware corporation, on behalf of said corporation.

[Signature]
Justice of the Peace/Notary Public
My Commission Expires: 9-15-02

Schedule A
to
Collateral Assignment of Marks

<u>Assignor</u>	<u>Title</u>	<u>Registration or Serial Number.</u>
Foto Fantasy, Inc.	Foto Fantasy	1,502,645
Foto Fantasy, Inc.	Foto Fun Xpress	1,885,891
Foto Fantasy, Inc.	Uncommon Cents	1,706,279
Foto Fantasy, Inc.	Photo Illusions	1,691,512
Foto Fantasy, Inc.	Foto Fantasy (and design)	2,004,296
Foto Fantasy, Inc.	Put Yourself in the Sticker!	2,081,694
Foto Fantasy, Inc.	Put Yourself in the Postcard!	2,084,091
Foto Fantasy, Inc.	Put Yourself in the Picture!	2,095,121
Foto Fantasy, Inc.	Foto Festival	2,111,439
Foto Fantasy, Inc.	Fantasy Entertainment	2,131,346
Foto Fantasy, Inc.	The Penny Men	2,201,210
Foto Fantasy, Inc.	The Portrait Studio	75/415,315 (application no.)