



02-06-2001

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### 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
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other PATENTS, TRADEMARKS, COPYRIGHTS & LICENSE

#### Conveying Party

Mark if additional names of conveying parties attached

Name RITZ CAMERA CENTERS, INC

Execution Date  
Month Day Year  
9-28-00

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization DELAWARE

#### Receiving Party

Mark if additional names of receiving parties attached

Name BANK OF AMERICA, N.A.

DBA/AKA/TA

Composed of

Address (line 1) 8300 GREENSBORO DRIVE

Address (line 2) SUITE 550

Address (line 3) MCLEAN

City

VA

State/Country

US PATENT & TRADEMARK OFFICE  
RECEIVED  
FEB - 6 2001  
MAIL ROOM

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

If document to be recorded is 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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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02 167/2001 GTON11 00000017 0955956  
01 FC:481 40.00 OP  
02 FC:482 900.00 OP

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002236 FRAME: 0542

**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

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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="SEE ATTACHED"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="SEE ATTACHED"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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**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.

TONYA CHAPPLE

Name of Person Signing



Signature

1-31-01

Date Signed

## SCHEDULE A

Trademarks - Ritz Camera Centers, Inc.

<u>Mark/Title</u>	<u>Registration Number</u>
Dean's	0955956
Dean's	0970423
Mc Jon	1036393
The Camera Shop Inc.	1292637
Kitstar	1293985
Portrait Plus	1309439
Outer Banks Electronics	1361022
Presto Prints	1339575
Ultraprint	1432357
Tristar	1424653
Mustang	1402988
Spectrum	1432749
Paisar	1402031
Excalibur	1496801
Frequent Foto	1506455
Ritz Big Print	1590387
Ritz Camera	1594588
Ritz Blitz	1609041
The Focus Is On You	1724268
Image to Image	1735457
Kits Cameras	1757422
Boater's World Discount Marine Centers	1798338
Boater's World Discount Marine Centers	1801225
Photronic Imageination Center	1802269
MVP	1823269
Photronic Depot	1884370
Photronic	1892467
Kits	1940618

<b>Mark/Title</b>	<b>Registration Number</b>
Photronic Imageination Center	1920118
Ritz Wireless Network	2022423
McJon	2092827
Outer Banks Outfitters	75282966 - Pending
Image To Image	75608364 - Pending
Boater's World Marine Centers	76141162 - Pending
Boater's World	76141166 - Pending
Boatersworld.com	76172681 - Pending
Ritzcamera.com	76172682 - Pending

Patents - Ritz Camera Centers, Inc.

Photographic Print Package	Patent Number D342,205	December 14, 1993
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\\Bovr-Bank-Of-America-Ritz-LoanDocs-Esbn1-A-TM-Agreement1.doc

**PATENTS, TRADEMARKS, COPYRIGHTS, AND LICENSES**  
**SECURITY AGREEMENT**

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 28<sup>th</sup> day of September, 2000, by RITZ CAMERA CENTERS, INC. a Delaware corporation, having a mailing address at 6711 Ritz Way, Beltsville, MD 20705 and delivered to BANK OF AMERICA, N.A. in its capacity as agent ("Agent") having a mailing address at 8300 Greensboro Drive, Suite 550, McLean, VA 22102.

**BACKGROUND**

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and among Ritz Camera Centers, Inc. (the "Borrower") the financial institutions parties thereto (collectively, the "Lenders"), and Agent (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Agent, on behalf of and for the benefit of Lenders, a lien on and security interest in certain assets of Borrower associated with or relating to products leased or sold or services provided under Borrower's patents, trademarks, copyrights and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, servicemarks, tradenames, licenses, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights, and patent applications (collectively, "Patents"); trademarks, servicemarks, tradenames, service trademark applications, and service tradenames (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively "Copyrights"); and goodwill associated thereto ("Goodwill") listed on Schedule "A" attached hereto and made part hereof (all such Patents, Marks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Agent, on behalf of and for the benefit of Lenders, is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants a lien and security interest to Agent, on behalf of Lenders, in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Borrower associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Assets in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Borrower represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. "1051-1127, 17 U.S.C. '101, et seq., 35 U.S.C. '101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule "A" constitute all of the Assets, and all applications for any of the foregoing, now owned by Borrower. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Borrower shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Borrower shall give Agent prompt written notice thereof along with an amended Schedule "A".

4. Borrower further covenants that until all of Borrower's Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Agent that an Event of Default has occurred and is continuing under the Loan Agreement and that Agent and Lenders have elected to exercise their rights hereunder, and until Agent on behalf of Lenders, accelerates the Obligations of Borrower under the Loan Agreement, Borrower shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Agent.

7. If and while an Event of Default exists under the Loan Agreement and Agent is accelerating the Obligations of Borrower under the Loan Agreement, Borrower hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Maryland, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. For such purposes, during an Event of Default under the Loan Agreement and following the acceleration by Agent of Borrower's Obligations under the Loan Agreement, Borrower hereby authorizes and empowers Agent and Lenders, their successors and assigns, and any officer or agent of Agent and Lenders as Agent or Lenders may select, in their exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Agent, on behalf of and for the ratable benefit of Agents, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent or Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1**. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of Borrower's Obligations, Agent shall execute and deliver to Borrower all documents reasonably necessary to terminate Agent's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent and Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's and Lenders' rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Agent and until so paid shall be added to the principal amount of Borrower's Obligations and shall bear interest at the Revolving Interest Rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until Borrower's Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, to preserve and maintain all rights in the Assets, and upon reasonable request of Agent or Lenders, Borrower shall make federal application on registrable but unregistered patents, trademarks, copyrights or licenses belonging to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Patent, Trademark or Copyright without the prior written consent of the Agent and Lenders.

13. Borrower shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Agent and Lenders shall have been satisfied, in their sole discretion, that they are not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Agent's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent and Lenders in full for all reasonable costs and expenses, including attorneys' fees, incurred by Agent and Lenders in protecting, defending and maintaining the Assets.

15. No course of dealing among Borrower, Agent and Lenders nor any failure to exercise, nor any delay in exercising, on the part of Agent and Lenders, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future



agreements between Borrower, Agent and Lenders or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

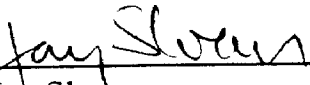
17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of State of Maryland without regard to its otherwise applicable principles of conflicts of laws.

19. **Borrower, Agent and Lenders each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.**

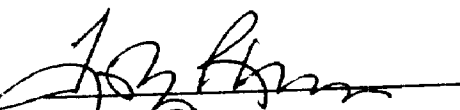
IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement, under seal, the day and year first above written.

RITZ CAMERA CENTERS, INC.

By:   
Name: C. Jay Sloan  
Title: Chief Financial Officer

Approved and Accepted:

BANK OF AMERICA, N.A., as Agent

By:   
Lindsey Rheaume,  
Senior Vice President

## SCHEDULE A

Trademarks - Ritz Camera Centers, Inc.

<u>Mark/Title</u>	<u>Registration Number</u>
Dean's	0955956
Dean's	0970423
Mc Jon	1036393
The Camera Shop Inc.	1292637
Kitstar	1293985
Portrait Plus	1309439
Outer Banks Electronics	1361022
Presto Prints	1339575
Ultraprint	1432357
Tristar	1424653
Mustang	1402988
Spectrum	1432749
Paisar	1402031
Excalibur	1496801
Frequent Foto	1506455
Ritz Big Print	1590387
Ritz Camera	1594588
Ritz Blitz	1609041
The Focus Is On You	1724268
Image to Image	1735457
Kits Cameras	1757422
Boater's World Discount Marine Centers	1798338
Boater's World Discount Marine Centers	1801225
Photronic Imagination Center	1802269
MVP	1823269
Photronic Depot	1884370
Photronic	1892467
Kits	1940618

<b>Mark/Title</b>	<b>Registration Number</b>
Photronic Imageination Center	1920118
Ritz Wireless Network	2022423
McJon	2092827
Outer Banks Outfitters	75282966 - Pending
Image To Image	75608364 - Pending
Boater's World Marine Centers	76141162 - Pending
Boater's World	76141166 - Pending
Boatersworld.com	76172681 - Pending
Ritzcamera.com	76172682 - Pending

**Patents - Ritz Camera Centers, Inc.**

Photographic Print Package	Patent Number D342,205	December 14, 1993
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PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Ritz Camera Centers, Inc., a Delaware corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, servicemarks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, \_\_\_\_\_ ("Grantee"), having a place of business at \_\_\_\_\_, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_.

RITZ CAMERA CENTERS, INC.

By: \_\_\_\_\_  
Attorney-in-fact

Witness:

\_\_\_\_\_

## SCHEDULE A

Trademarks - Ritz Camera Centers, Inc.

<u>Mark/Title</u>	<u>Registration Number</u>
Dean's	0955956
Dean's	0970423
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Ritzcamera.com	76172682 - Pending

**Patents - Ritz Camera Centers, Inc.**

Photographic Print Package	Patent Number D342,205	December 14, 1993
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POWER OF ATTORNEY

RITZ CAMERA CENTERS, INC., a Delaware corporation, ("Grantor"), hereby authorizes BANK OF AMERICA, N.A. as Agent its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

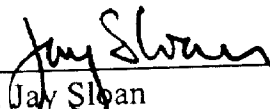
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor, Grantee, and Lenders (as defined therein), as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 28<sup>th</sup> day of September, 2000.

RITZ CAMERA CENTERS, INC.

By:   
Name: C. Jay Sloan  
Title: Chief Financial Officer

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF MARYLAND : SS  
COUNTY OF BALTIMORE :

On this 28<sup>th</sup> day of September, 2000, before me personally appeared C. Jay Sloan to me known and being duly sworn, deposes and says that he is the Chief Financial Officer of RITZ CAMERA CENTERS, INC., the Borrower corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

  
Notary Public

My Commission Expires: 3/1/2001



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF MARYLAND : SS  
COUNTY OF BALTIMORE :

On this 28<sup>th</sup> day of September, 2000, before me personally appeared Lindsey Rheanne to me known and being duly sworn, deposes and says that s/he is Senior Vice President of BANK OF AMERICA, N.A. the Agent described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

  
Notary Public

My Commission Expires:

Lisa A. Olivieri, Notary Public  
Howard County  
State of Maryland  
My Commission Expires Nov. 10, 2003