

08-09-2001



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REGISTRATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>8-301</u> Ridgedale Prints Plus, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Prints Plus, Inc.</u>  Internal  Address: <u>c/o CPI Corp.</u>  <u>ATTN: General Counsel</u>  Street Address: <u>1706 Washington Avenue</u>  City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63103</u></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>California</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>7/20/01</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>73/498,480</u></p> <p>B. Trademark Registration No.(s) <u>1,365,529</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Craig Rosenthal</u>  Internal Address: <u>Husch &amp; Eppenberger, LLC</u>  _____  _____  Street Address: <u>100 North Broadway,</u>  <u>Suite 1300</u>  City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63102</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">1</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Statement and signature.  <i>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.</i></p> <p><u>Craig L. Rosenthal</u>      <u></u>      <u>July 31, 2001</u>  Name of Person Signing      Signature      Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">1</span></p>	

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, made and given effective as of the 20<sup>th</sup> day of July, 2001, by RIDGEDALE PRINTS PLUS, INC., a Minnesota corporation ("Assignor"), in favor of PRINTS PLUS, INC., a California corporation ("Assignee").

WHEREAS, Assignor and Assignee are entering into that certain Transfer Agreement as of even date herewith, pursuant to which Assignor is transferring certain property as a contribution to capital of Assignee ("Transfer Agreement"); and

WHEREAS, in furtherance of the Transfer Agreement, Assignor desires to convey, assign, transfer and deliver to Assignee all of its worldwide right, title, and interest in and to the Trademark Assets (as defined herein) to Assignee, and Assignee desires to acquire from Assignor all of Assignor's worldwide right, title, and interest in and to the Trademark Assets.

NOW, THEREFORE, Assignor, pursuant to the Transfer Agreement, does hereby convey, assign, transfer and deliver to Assignee, its successors and assigns, forever, all of the Assignor's worldwide right, title and interest in and to the following assets of Assignor including, without limitation, those items listed on Schedule A attached hereto and incorporated herein by this reference (collectively, the "Trademark Assets"):

- (a) Assignor's name, all assumed fictional business names, registered and unregistered trade names, registered and unregistered domestic and foreign trademarks, service marks and applications, and any and all renewals and extensions thereof (collectively, "Marks"); and
- (b) all goodwill of the business associated with any of the above, all rights to sue for infringement of any of the above, whether arising prior to or subsequent to the date hereof, and any and all renewals and extensions of any of the above that may hereafter be secured in any jurisdiction.

TO HAVE AND TO HOLD, the Trademark Assets unto Assignee, its successors and assigns, forever.

Assignor covenants and agrees that, at any time and from time to time, it will, upon the request of Assignee, do, execute, acknowledge and deliver all such further acts, deeds, instruments, transfers, powers of attorney or assurances as may be reasonably requested by Assignee from time to time for the purpose of confirming the transfer, assignment and delivery of the Trademark Assets to Assignee.


The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Assignee and Assignor.

This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

**[Remainder of Page Intentionally Left Blank. Next Page is Signature Page.]**

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be duly executed and delivered as of the date first above written.

**RIDGEDALE PRINTS PLUS, INC..**

By:   
Name: Russell Isaak  
Title: Vice President

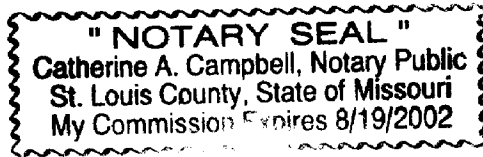
STATE OF MISSOURI                    )  
  )        SS.  
CITY OF ST. LOUIS                    )

On this ~~20th~~ day of July, 2001, before me appeared Russell Isaak, to me personally known, who being by me duly sworn did say that he is the <sup>Vice</sup> President of RIDGEDALE PRINTS PLUS, INC., a Minnesota corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

  
Notary Public

My Commission Expires: 8/19/2002



**SCHEDULE A**

**To Assignment of Trademarks**

<u>Mark</u>	<u>APP. No.</u> <u>Filing Date</u>	<u>Reg. No.</u> <u>Reg. Date</u>	<u>Goods/Services</u>	<u>Jurisdiction</u>
Prints Plus	73/498,480 9/10/84	1,365,529 10/15/85	Graphic prints, art prints	Federal
Prints Plus		86,814 6/26/91	Custom framing framed art and frames	Illinois State