

07-05-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



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

102144922

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CAMERAWORLD.COM, INC.

7.5.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Delaware

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: RITZ CAMERA CENTERS, INC.

Internal Address: Street Address: 6711 Ritz Way City: Beltsville State: MD Zip: 20705

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 10, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,217,990

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sherry H. Flax

Internal Address: Saul Ewing LLP

Street Address: 100 S. Charles St.

15th Floor

City: Baltimore State: MD Zip: 21201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Sherry H. Flax

Name of Person Signing

Signature

July 1, 2002

Date

Total number of pages including cover sheet, attachments, and document: 7

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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TRADEMARK REEL: 002537 FRAME: 0613

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NACM-OREGON SERVICE COMPANY, an Oregon corporation ("NACM"), in its capacity as Assignee for the Benefit of Creditors of CameraWorld.com, Inc., a Delaware corporation ("Company"), does hereby sell, transfer, assign, convey and deliver to RITZ CAMERA CENTERS, INC., a Delaware corporation ("Buyer") all of NACM's right, title and interest in and to the following assets (collectively, the "Transferred Assets"):

The Transferred Assets listed on Exhibit A.

1. Condition of Transferred Assets. Nothing contained in this Bill of Sale shall constitute a representation, warranty, covenant, written information, data, report or statement by NACM or any of its agents, employees, representatives, attorneys, accountants or affiliates as to the condition of the Transferred Assets. By accepting this Bill of Sale, Buyer confirms that it is not relying on any representation of NACM or any of its agents, employees, representatives, attorneys, accountants or affiliates as to the condition of the Transferred Assets and that it is acquiring the Transferred Assets in an "AS IS, WHERE IS" condition.

2. Assumption Of Liabilities. Buyer acknowledges and agrees that Buyer and any companies that Buyer is affiliated with (i) shall not become a successor in interest to NACM or the Company and (ii) shall not assume or become liable or responsible for any debts, claims, fines, obligations, or liabilities of NACM and/or Company of any nature whatsoever or relating to or arising in connection with the Company's business or properties, whether liquidated or unliquidated, known or unknown, fixed or contingent, arising by operation of law or otherwise.

3. Miscellaneous. This Bill of Sale shall inure to the benefit of and be binding upon Buyer and NACM and their respective successors and assigns, but shall not create any right of subrogation or other right on the part of any other person. This Bill of Sale cannot be amended, waived or terminated except by a writing signed by both NACM and Buyer. From time to time after the date hereof, upon the request of Buyer, NACM shall execute, deliver and acknowledge all such further instruments of transfer and conveyance and do and perform all such other acts and things as Buyer may reasonable request to more effectively transfer the Transferred Assets to Buyer and to put Buyer in possession of any of the Transferred Assets. This Bill of Sale cannot be amended, waived or terminated except by a writing signed by both NACM and Buyer.

IN WITNESS WHEREOF, this Bill of Sale has been executed on and as of the 10
day of May, 2002.

NACM-Oregon Service Company
an Oregon corporation, as Assignee for the Benefit
of Creditors of CameraWorld.com Inc., a Delaware
corporation

By: Rodney B. Wheeland
Rodney B. Wheeland
President

ACCEPTED AND AGREED:

Ritz Camera Centers, Inc.,
a Delaware corporation

By: _____
Wade R. Mayberry
President

05/10/02 16:57 FAX 503 248 0130

SUSSMAN SHANK

004
004/008

Exhibit A

1.1.1 (i) all first quality photographic retail merchandise inventory which is (a) undamaged, in original packaging including warranty, if any, and in good and saleable condition at normal retail prices in the ordinary course of business, and (b) either an item currently carried by Buyer (based upon matching SKU) or that cost Company more than \$300 on a per unit basis; (ii) used, demonstration and open box goods; and (iii) processed film and repairs, but specifically excluding processed film and repairs which are more than thirty (30) days old as of Closing and film and paper which are opened or have an expiration date less than one hundred eighty (180) days after Closing (the "Inventory");

1.1.2 all machinery (including any spare parts used for repairs), equipment and furniture at the Leased Location, as set forth on the list attached hereto as Schedule 1.1.2;

1.1.3 all licenses and permits and environmental filings applicable to the Business and the Leased Location;

1.1.4 all rights to the trade name "Camera World", all variations and abbreviations thereof, and all other trade names, trademarks, copyrights and other intellectual property used in the Business;

1.1.5 goodwill and going concern value associated with the Business;
and

1.1.6 the contracts of Company set forth on the list attached hereto as Schedule 1.1.6.

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SUSSMAN SHANK

005/008

Exhibit 1.1.2

Retail Store Furniture, Fixtures, Equipment & Leasehold Improvements			
LOCATION: 400 SW Sixth Avenue, Portland, Oregon 97204			
ITEM OR PROPERTY	ACQ DATE		COST
1 STAR SP300 ELECT CASH REG W/9" EMAX MNTR	3/97	\$	632
2 STAR SP300 ELECT CASH REG W/9" EMAX MNTR	3/97	\$	828
3 STAR SP300 ELECT CASH REG W/9" EMAX MNTR	3/97	\$	828
4 STAR SP300 ELECT CASH REG W/9" EMAX MNTR	3/97	\$	632
10 SENSORMATIC SYSTEM	3/97	\$	16,700
11 NORTSU Q65 19" ZDZ FILM PRINTER	3/97	\$	100,254
12 NORTSU SARA 200 APS FILM LOADER	3/97	\$	4,556
13 HAND HELD SCANNERS	3/97	\$	611
14 HAND HELD SCANNERS	3/97	\$	611
15 HAND HELD SCANNERS	3/97	\$	611
24 LAMINATOR	3/97	\$	236
25 DRAPES AT STORE	3/97	\$	9,818
26 SHOWROOM SIGN	3/97	\$	2,134
27 SHOWROOM SHELVES	3/97	\$	700
28 VIDEO WALL ELECTRONIC DISPLAY	3/97	\$	47,674
29 FILM DEPTMT CNTR, CENTRY, BCKLT NEG VWR BAR	3/97	\$	2,046
30 6 CHROME DISPLAY RACKS	3/97	\$	2,039
31 6 CHROME DISPLAY RACKS	3/97	\$	2,039
32 5 CHROME DISPLAY RACKS	3/97	\$	2,039
33 5 CHROME DISPLAY RACKS	3/97	\$	2,039
34 5 CHROME DISPLAY RACKS	3/97	\$	2,039
35 5 CHROME DISPLAY RACKS	3/97	\$	2,039
36 5 CHROME DISPLAY RACKS	3/97	\$	2,039
37 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
38 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
39 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
40 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
41 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
42 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
43 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
44 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
45 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
46 ASST. METAL OR GLASS DISPLAY MODULES	3/97	\$	319
47 AQUARIUM	3/97	\$	3,385
48 PRMC DSK/DFPLY SHLVS BUND CAM CNTR (40 FT.)	3/97	\$	697
49 3' GLASS CAMERA DISPLAY CASE	3/97	\$	91
50 3' GLASS CAMERA DISPLAY CASE	3/97	\$	91
51 3' GLASS CAMERA DISPLAY CASE	3/97	\$	91
52 3' GLASS CAMERA DISPLAY CASE	3/97	\$	91
53 3' GLASS CAMERA DISPLAY CASE	3/97	\$	91
55 CANON LASER CLASS 5000 FAX	3/97	\$	266
56 STACKING CONFERENCE CHAIRS	3/97	\$	281
57 STACKING CONFERENCE CHAIRS	3/97	\$	281
58 STACKING CONFERENCE CHAIRS	3/97	\$	281
59 STACKING CONFERENCE CHAIRS	3/97	\$	281
60 STACKING CONFERENCE CHAIRS	3/97	\$	281
61 AUDIO CABLING SYSTEM	3/97	\$	8,640
62 OUTSIDE SIGNAGE AT STORE	3/97	\$	23,739
63 OUTSIDE SIGNAGE AT STORE	3/97	\$	4,238
64 FISH TANK COOLER	3/97	\$	775
65 HEWLETT PACKARD LASER PRINTER MODEL 3 L	3/97	\$	285

TRADEMARK

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SOSSMAN SHANK

006/008

Exhibit 1.1.2

LOCATION: 400 SW Sixth Avenue, Portland, Oregon 97204			
ITEM OF PROPERTY	ACQ DATE	COST	
66	OKIDATA DOT MATRIX MODEL 320 9 PIN	3/97	\$ 196
67	KRONOS TIME CLOCK (WAREHOUSE)	3/97	\$ 1,668
68	VIVITAR MONITORS (4)	3/97	\$ 1,918
193	SAFETY BOX	6/97	\$ 700
194	TOSHIBA LAPTOP 486/75	6/97	\$ 900
196	PC	6/97	\$ 764
205	MICRON NOTEBOOK	8/97	\$ 4,138
229	7 - PENTIUMS 166 W/ MONITOR	9/97	\$ 4,991
231	4 PCS	9/97	\$ 3,640
234	1 PC	9/97	\$ 1,054
242	DIGITAL CAMERA BOARD	10/97	\$ 1,500
246	CABINETS-DIGITAL WORLD	10/97	\$ 580
251	SHELVING FOR DIGITAL WORLD	11/97	\$ 6,749
252	SHELVING FOR DIGITAL WORLD	11/97	\$ 10,089
254	GPS-300 SYSTEM W/IMX	11/97	\$ 5,186
255	DIGITAL SIGN	11/97	\$ 1,393
256	COMPUTER-DIGITAL WORLD	11/97	\$ 1,184
261	SONY PC'S & MONITORS FOR DEMO @ DIG.WORLD	12/97	\$ 20,140
265	VIDEO CART	12/97	\$ 689
266	FILE & FILE PEDESTAL W/LOCK	12/97	\$ 614
268	COUNTER TOPS	12/97	\$ 600
274	CAMERA CASE - DIGITAL DISPLAY	1/98	\$ 4,723
284	DISPLAY SIGN FOR STORE	5/98	\$ 2,042
285	DISPLAY SIGN FOR STORE	6/98	\$ 2,050
315	STORE SIGNS	10/98	\$ 5,206
328	MACHINE FOR MINI LAB	12/98	\$ 1,429
341	STORE COPIER	1/99	\$ 2,400
342	COUNTER MAPLE CABINET 34" X 18" X 119 1/4	10/14/01	\$ 2,280
343	GLASS TOP 1/4 POLISHED EDGES	10/14/01	\$ 102
344	RECEPTION AREA MAPLE	10/14/01	\$ 3,421
345	15" LCD MM PANEL NEW DESIGN	2/19/02	\$ 348
346	19" LCD MM PANEL NEW DESIGN	2/19/02	\$ 348
347	15" LCD MM PANEL NEW DESIGN	2/19/02	\$ 348
TOTAL FURNITURE & FIXTURE ADDITIONS:			\$ 343,628
LHI - 6TH AVE STORE REMODELING		3/1/97	\$ 815,345

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SUSSMAN SHANE

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Schedule 1.1.6

Contracts to be assigned to Buyer

1. Lease for the Lessed Location, as amended.
2. Trademark Assignment, as amended.
3. Consulting Agreement, as amended.