

03-05-2003



To the Honorable Commis:

102381294

attached original documents or copy thereof.

1. Name of conveying party(ies):
MOTO PHOTO, INC.

3-5-03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: MOTO Franchise Corp.

Internal Address: _____

Street Address: 4444 Lake Center Drive

City: Dayton State: OH Zip: 45426

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

4) 1,986,577
1) 1,936,856
2) 1,613,278
3) 1,254,778
5) 1,660,121
6) 1,374,261

Additional number(s) attached Yes No

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

Name: Lane Fisher, Esquire

Internal Address: Fisher & Zucker LLC

121 Avenue of the Arts, #1200

Philadelphia, PA 19107

Street Address: SAME

City: Phila State: PA Zip: 19107

6. Total number of applications and registrations involved:six.....

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- 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.

Lane Fisher, Esquire

Name of Person Signing

Signature

2/25/03

Date

Total number of pages including cover sheet, attachments, and document: 5

03/06/2003 LNUELLER 00000052 1936856

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

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into as of this 10th day of February, 2003, by and between MOTO PHOTO, INC., a Chapter 11 debtor-in-possession in Case No. 02-38935 in the U.S. Bankruptcy Court for the Southern District of Ohio ("Assignor") and MOTO FRANCHISE CORP., an Ohio corporation with an address of 444 Lake Center Drive, Dayton, Ohio ("Assignee").

BACKGROUND

A. Assignor has adopted, used and is using the marks referenced in Schedule A attached hereto (the "Marks"), which are registered in the United States Patent and Trademark Office and elsewhere (the "Registrations"), all as set forth on Schedule "A".

B. On November 25, 2002, Assignor and Assignee entered into an Asset Purchase Agreement (the "Agreement") pursuant to which Assignor will sell substantially all of Assignor's assets (except for cash, pre-paid expenses, and company-owned stores) to Assignee, contingent upon approval of the U.S. Bankruptcy Court for the Southern District of Ohio (the "Court").

C. By Order dated January 28, 2003, the Court authorized the Debtor to consummate the transaction contemplated in the Agreement.

D. The parties wish to memorialize the assignment of the Marks, consistent with their obligations under the Agreement.

E. Assignor wishes to convey and Assignee wishes to acquire all of Assignor's right, title and interest, in and to the Marks, along with any Registrations of the Marks.

AGREEMENT

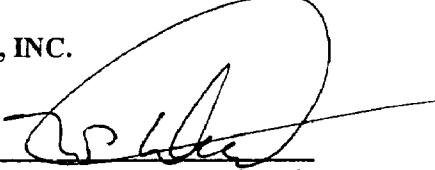
NOW THEREFORE, for and in consideration of the obligations set forth in the Agreement, the parties do hereby covenant and agree as follows:

Assignor does hereby sell, assign, transfer and convey to Assignee all of its right, title and interest in and to the Marks, together with the good will of the business symbolized by the Marks, along with any Registrations set forth on Schedule "A," effective as of February 10, 2003.

IN WITNESS WHEREOF, the parties have executed this Agreement as of February 10, 2003.

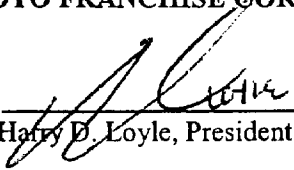
WITNESSES,

MOTO PHOTO, INC.

By: 
Lawrence P.. Destro, President and CEO

Assignee hereby accepts the foregoing assignment.

MOTO FRANCHISE CORP.

By: 
Harry D. Loyle, President

STATE OF OHIO

)
) SS

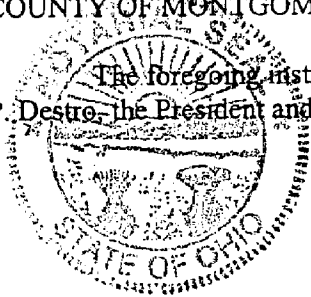
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me as of this 10th day of February, 2003, by Lawrence P. Destro, the President and CEO of Moto Parts, Inc., a Delaware corporation, on behalf of the corporation.

In and for the State of Ohio
My Commission Expires Jan. 25, 2004

[Handwritten Signature]

Notary Public



STATE OF OHIO

)
) SS

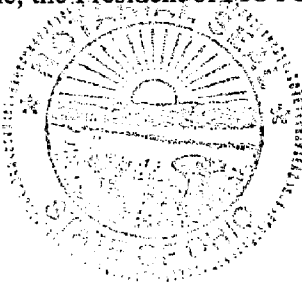
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me as of this 10th day of February, 2003, by Harry D. Loyle, the President of MOTO Franchise Corp, an Ohio corporation, on behalf of the corporation.

HAROLD M. DAY, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 25, 2004

[Handwritten Signature]

Notary Public



SCHEDULE A-MARKS REGISTERED IN UNITED STATES

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>
CLUB MOTO	1,613,278
MOTOPHOTO	1,254,778
MOTOPHOTO PHON	1,986,577
ONE HOUR MOTOPHOTO & PORTRAIT STUDIO	1,660,121
ONE HOUR MOTOPHOTO	1,374,261
PET PARADE	1,936,856



FISHER & ZUCKER LLC

BUSINESS LAWYERS

February 27, 2003

Lane Fisher*

Jeffrey Zucker*

J. Samuel Choate Jr.°

F. Joseph Dunn*

Daniel L. Fiore+

John C. Bobber Jr.+

Christina M. Parisi#

JoyAnn Kenny+

+member PA bar only

*member PA and NJ bars

°member GA, VA and DC bars

#member NY and NJ bars

Commissioner of Patent & Trademarks
United States Patent and Trademark Office
Box Assignments
Washington, D.C. 20231

**Re: Moto Photo Trademark Registration Nos.: 1,036,856; 1,613,278;
1,254,778; 1,986,577; 1,660,121; and 1,374,261**

Dear Sir or Madam:

Please find the following enclosures:

1. A copy of the Trademark Assignment executed by Moto Photo, Inc. and MOTO Franchise Corp., pursuant to which Moto Photo, Inc. assigned trademark registration nos.: 1,036,856; 1,613,278; 1,254,778; 1,986,577; 1,660,121 and 1,374,261 (the "Trademarks") to MOTO Franchise Corp.;
2. The appropriate cover page for the Trademark Assignment;
3. A check in the amount of \$165.00 payable to the United States Patent and Trademark Office to cover the applicable filing fees for the registration of the Trademark Assignment;
4. A copy of the Intellectual Property Mortgage executed by MOTO Franchise Corp. and Fifth Third Bank, pursuant to which MOTO Franchise Corp. granted Fifth Third Bank a security interest in the Trademarks;
5. The appropriate cover page for the Intellectual Property Mortgage;
and
6. A check in the amount of \$165.00 payable to the United States Patent and Trademark Office to cover the applicable filing fees for the registration of the Intellectual Property Mortgage.

Kindly record the documents and cover sheets and forward the notice of recordation of assignment to my attention.

121 Avenue of the Arts
Suite 1200
Philadelphia, PA 19107
P: 215.545.5200
F: 215.545.8313

402 Park Boulevard
Cherry Hill, NJ 08002
P: 856.665.5253
F: 856.488.2108

777 Gloucester Street
Suite 411
Brunswick, GA 31520
P: 912.264.4211
F: 912.264.0453





If you have any questions or concerns, please contact me.

Very truly yours,

FISHER & ZUCKER LLC

By: _____

Lane Fisher

LF:jk

cc: Harry Loyle
Fern E. Goldman