

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PCA, LLC		07/15/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK TRUST COMPANY, N.A., AS COLLATERAL AGENT
Street Address:	10161 Centurion Parkway
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1459748	CHURCH FAMILY ALBUMS
Registration Number:	1459761	CHURCH FAMILY ALBUMS
Registration Number:	938234	PCA
Registration Number:	2496523	PORTRAITWORKS
Registration Number:	2207312	PCA PORTRAIT ADVANTAGE
Registration Number:	2276102	THE PORTRAIT GALLERY
Registration Number:	2567763	THE PORTRAIT GALLERY
Registration Number:	2482866	PCA PORTRAIT GALLERY
Registration Number:	2951977	GOPORTRAITS
Registration Number:	2278074	PCA
Registration Number:	2839174	CATCH THE MAGIC

CORRESPONDENCE DATA

Fax Number: (312)701-7711

900030690

**TRADEMARK
 REEL: 003145 FRAME: 0655**

OP \$290.00 1459748

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 South Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	08/23/2005

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 15th day of July, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **THE BANK OF NEW YORK TRUST COMPANY, N.A.** ("BNY"), solely in its capacity as Collateral Agent for the Trustee and the Noteholders (together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, PCA LLC, a Delaware limited liability company, as issuer ("PCA"), PCA FINANCE CORP., a Delaware corporation, as co-issuer ("PCA Finance" and collectively with PCA, the "Issuers"), PORTRAIT CORPORATION OF AMERICA, INC., a Delaware corporation (the "Parent Guarantor") and each other Guarantor (as referred to below and as defined in the Indenture, collectively, together with the Parent Guarantor, the "Guarantors"), and BNY, as Collateral Agent (in such capacity, together with any successor or permitted assign, the "Collateral Agent") and as trustee (in such capacity, together with any successor or permitted assign, the "Trustee"), have entered into an Indenture, dated as of July 15, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which the Issuers have issued \$50,000,000 in aggregate principal amount of their Notes (the "Notes"); and

WHEREAS, each Domestic Subsidiary of the Issuers is required under the Indenture to (a) become a party to the Indenture and deliver a Guarantee to guarantee the payment of the Notes and the other Obligations of the Issuers thereunder and under the Indenture Loan Documents to which the Issuers are a party and (b) become a party to the Security Agreement as a Grantor and secure its Obligations under the Indenture, such Guarantee and the other Indenture Loan Documents to which it is a party pursuant to the terms hereof; and

WHEREAS, each of the Issuers, the Parent Guarantor and each other Grantor signatory thereto in such capacity has executed and delivered to the Collateral Agent, for the benefit of itself, the Trustee and the Noteholders, that certain Security Agreement, dated as of July 15, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, PCA, PCA Finance and each of PCA's subsidiaries signatory thereto each in its capacity as a borrower (such subsidiaries, together with PCA, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the Parent Guarantor, each other subsidiary of the Borrowers signatories thereto in its capacity as a guarantor (collectively, the "Loan Guarantors"), the various lenders party thereto as "Lenders" (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and WELLS FARGO FOOTHILL, INC., in its capacity as administrative agent for the Lenders (in such capacity, together with any successor or permitted assign, hereinafter referred to as the "Administrative Agent") have entered into that certain Credit Agreement, dated as of July 15, 2005 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Borrowers, the Parent Guarantor and each other Loan Guarantor have entered into that certain Security Agreement, dated as of July 15, 2005 (as amended, restated,

supplemented or otherwise modified from time to time, the "Lender Security Agreement") in favor of the Administrative Agent; and

WHEREAS, the Collateral Agent (on behalf of itself, the Trustee and the Noteholders), the Administrative Agent (on behalf of the Lenders), and the Issuers, the Parent Guarantor and each other Guarantor party thereto in such capacity have entered into that certain Intercreditor and Lien Subordination Agreement, dated as of July 15, 2005 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intercreditor Agreement"), which agreement, among other things, sets forth, as between the Collateral Agent and the Administrative Agent, the relative priority of their respective Liens in the Collateral and their rights with respect thereto; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of itself, the Trustee and the Noteholders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, the Indenture Loan Documents and/or the Intercreditor Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of itself, the Trustee and the Noteholders, a continuing security interest (subject in priority only to the first priority perfected security interests in favor of the Administrative Agent in accordance with the provisions of the Intercreditor Agreement) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of itself, the Trustee and the Noteholders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Indenture Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. INCORPORATION BY REFERENCE. In connection with its appointment and acting hereunder, the Collateral Agent is entitled to all rights, privileges, protections, immunities, benefits and indemnities of the "Collateral Agent" under the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PCA LLC,
a Delaware limited liability company

By: 

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**THE BANK OF NEW YORK TRUST
COMPANY, N.A., as Collateral Agent**

By: _____

Name: _____

Title: _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Reg./App. No.</u>	<u>Mark</u>	<u>Reg./App. Date</u>
<u>United States</u>		
1,459,748	CHURCH FAMILY ALBUMS (Sty.)	Reg. 9-29-87
1,459,761	CHURCH FAMILY ALBUMS	Reg. 9-29-87
938,234	PCA & DESIGN – Continued through July 18, 2012	Reg. 7-18-72
2496523	PORTRAITWORKS	Reg. 10-09-01
2207312	PCA PORTRAIT ADVANTAGE	Reg. 12-1-98
2276102	THE PORTRAIT GALLERY	Reg. 9-7-99
2567763	THE PORTRAIT GALLERY	Reg. 5-7-02
2482866	PCA PORTRAIT GALLERY	Reg. 8-28-01
2951977	GO PORTRAITS (Int Cl 35)	Reg. 5-17-05
2278074	PCA	Reg. 9-14-99
2839174	CATCH THE MAGIC	Reg. 5-4-04
<u>Canada</u>		
TMA475933	A WHOLE NEW WAY TO GET PORTRAITS YOUR WAY	