

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement to that certain Credit Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Event Photography Group, Inc.		05/08/2007	CORPORATION: DELAWARE
Bob Knight Photomarketing, Inc.		05/08/2007	CORPORATION: FLORIDA
Chappell Acquisition Corp.		05/08/2007	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Orix Finance Corp.
Street Address:	1717 Main Street
Internal Address:	Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3214150	GRADTRACK
Serial Number:	78779582	GRADTRACK
Registration Number:	3202975	YOU SMILED, YOU SHOOK, WE SNAPPED!
Registration Number:	3204674	MOST PICTURES ARE WORTH A THOUSAND WORDS. THIS ONE IS PRICELESS.
Serial Number:	78735198	GRADTRAK
Registration Number:	2766447	THE BIG PICTURE

## CORRESPONDENCE DATA

Fax Number: (214)758-1550

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

Phone: 2147581500

Email: estafford@pattonboggs.com

TRADEMARK

REEL: 003574 FRAME: 0009

900080980

OP \$165.00 3214150

Correspondent Name: Darren W. Collins  
Address Line 1: 2001 Ross Avenue; Suite 3000  
Address Line 2: Patton Boggs LLP  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 022716.0100

NAME OF SUBMITTER: Darren W. Collins

Signature: /Darren W. Collins/

Date: 07/03/2007

**Total Attachments: 13**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2007, is made by EVENT PHOTOGRAPHY GROUP, INC., a Delaware corporation ("EPG"), BOB KNIGHT PHOTOMARKETING, INC., a Florida corporation ("Bob Knight"), and CHAPPELL ACQUISITION CORP., a Delaware corporation ("CAC"), and together with EPG and Bob Knight, each, a "Grantor," and collectively, "Grantors", in favor of ORIX FINANCE CORP., a Delaware corporation, for itself, as a lender, and as agent for the Lenders (as defined below) (in such capacities, "Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 8, 2007, by and among EPG, Bob Knight, CAC, and the other Loan Parties party thereto, Agent and the financial institutions from time to time party thereto (collectively, the "Lenders") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans to Borrowers;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, each Grantor shall have executed and delivered to Agent, for the benefit of itself and the other Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of itself and the other Lenders, 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 Credit Agreement. The following terms have the meanings set forth below:

(a) "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith (but excluding any application to register any of the foregoing prior to the filing under applicable law of a verified statement of use (or the equivalent) in respect thereof to the extent the creation of a security interest therein or the grant of a mortgage thereon would cause the same to be void or invalid), including registrations, recordings and applications

in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

(b) "Trademark License" means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest (subject to Permitted Liens) 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 Trademark Licenses against assignment to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

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

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

Notwithstanding anything to the contrary herein, the grant of the security interest contained in Section 2 above shall not extend to, and the term "Collateral" shall not include, any Intellectual Property of any Grantor for which the grant of a security interest would terminate, invalidate, void or abandon such Intellectual Property or any General Intangibles of any Grantor to the extent that (but only to the extent that) (i) they are not assignable or capable of being encumbered as a matter of law or under the express terms of any license or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law) without the consent of the licensor thereof or other applicable party thereto, and (ii) such consent has not been obtained; provided, however, that the foregoing grant of a security interest shall extend to, and the term "Collateral" shall include, each of the following: (A) any Intellectual Property, General Intangible, contracts or any other contracts which is in the nature of an Account or a right to the payment of money or a proceed of, or otherwise related to the enforcement or collection of, any Account or right to the payment of money, or goods which are the subject of any Account or right to the payment of money, (B) any and all proceeds of any Intellectual Property, General Intangible, contracts or any other contracts that is otherwise excluded to the extent that the assignment, pledge or encumbrance of such proceeds is not so restricted, and (C) upon obtaining the consent of any such licensor or other applicable party with

respect to any such otherwise excluded Intellectual Property, General Intangible, contracts or any other contracts, such Intellectual Property, General Intangible, contracts or any other contracts as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and from the term "Collateral".

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of itself Agent and the other Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, 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.

**EVENT PHOTOGRAPHY GROUP, INC.,**  
a Delaware corporation

By: [Signature]  
Name: Gene J. Ostrow  
Title: Assistant Secretary

**BOB KNIGHT PHOTOMARKETING, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CHAPPELL ACQUISITION CORP.,**  
a Delaware corporation

By: [Signature]  
Name: Gene J. Ostrow  
Title: Assistant Secretary

*[Signatures continue on following page]*

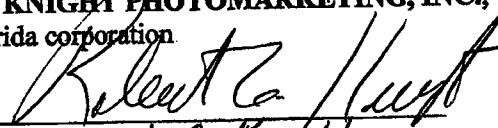
Trademark Security Agreement  
022716.0100/416449

IN WITNESS WHEREOF, 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.

**EVENT PHOTOGRAPHY GROUP, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BOB KNIGHT PHOTOMARKETING, INC.,**  
a Florida corporation

By:   
Name: Robert G. Knight  
Title: President

**CHAPPELL ACQUISITION CORP.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signatures continue on following page]*

Trademark Security Agreement  
022716.0100/416449

ACCEPTED AND ACKNOWLEDGED BY:

**ORIX FINANCE CORP.,**  
as Agent

By: 

Name: Christopher L. Smith

Title: Authorized Representative

Trademark Security Agreement  
022716.0100416449

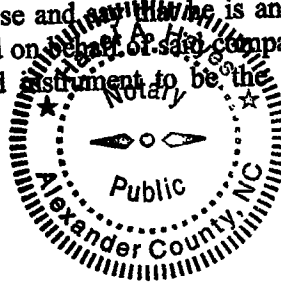


ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina )  
COUNTY OF Alexander ) ss.

On this 4 day of May, 2007 before me personally appeared Gene J. Ostrow, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Event Photography Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Thyl A. Hays  
{seal} Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2007 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bob Knight Photomarketing, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
{seal} Notary Public

*[Signatures continue on following page]*

Trademark Security Agreement  
022716.0100/416449

ACKNOWLEDGMENT OF GRANTOR

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2007 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Event Photography Group, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
{seal} Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida )  
 ) ss.  
COUNTY OF Leon )

On this 2 day of May, 2007 before me personally appeared Robert G. Knight, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bob Knight Photomarketing, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Martha S. Mitchell  
{seal} Notary Public



*Signatures continue on following page]*

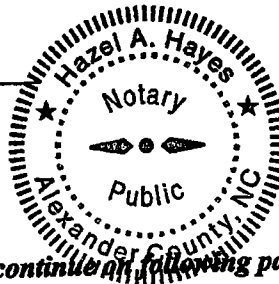
Trademark Security Agreement  
022716.0100/416449

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina )  
COUNTY OF Alexander ) ss.

On this 4 day of May, 2007 before me personally appeared Gene J. Ostrow, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Chappell Acquisition Corp., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Hazel A. Hayes  
{seal} Notary Public



*[Signatures continue on following page]*

Trademark Security Agreement  
022716.0100416449

**SCHEDULE I**

**Bob Knight Photomarketing, Inc.**  
**Trademark Registrations/Applications**

**Country: United States of America - Registered Trademarks and Applications for  
Registered Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration No./ Application No.</u></b>	<b><u>Registration Date/ Filed Date</u></b>
GradTrack	3214150	02/27/2007
GRADTRAK (Blocked Letters)	12-28-06  SN 77-072385  *appended to application 78-779582 as of 4/19/07 and 4/24/07	Pending
YOU SMILED, YOU SHOOK, WE SNAPPED! (Block Letters)	3202975	01/23/2007
MOST PICTURES ARE WORTH A THOUSAND WORDS. THIS ONE IS PRICELESS.	3204674	01/30/2007
GradTrak (and Design)	78-735198	10/18/2005

**Country: United States of America - Trademark Licenses**

None

**Country: United States - Unregistered Trademarks**

Such common law rights to trademarks and logos which are neither registered nor for which applications with the United States Patent and Trademark Office are pending, including without limitation, Bob Knight Photo and GradTrak.

*Trademark Schedule*

ACTIVE/72004192.3

**TRADEMARK**  
**REEL: 003574 FRAME: 0020**

**Foreign Registered Trademarks, Applications for Trademarks and Trademark  
Licenses**

None

**Foreign Unregistered Trademarks**

Such rights arising under local law to trademarks and logos which are neither registered  
nor for which applications with the applicable filing office are pending.

**SCHEDULE I**

**Chappell Acquisition Corp.**  
**Trademark Registrations**

**Country: United States of America - Registered Trademarks and Applications for  
Registered Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration No./ Application No.</u></b>	<b><u>Registration Date/ Filed Date</u></b>
THE BIG PICTURE	2766447	09/23/2003 <sup>1</sup>

**Country: United States of America - Trademark Licenses**

None

**Country: United States - Unregistered Trademarks**

Such common law rights to trademarks and logos which are neither registered nor for which applications with the United States Patent and Trademark Office are pending, including without limitation, Chappell, Chappell Studio, Marathon Foto, Graduation Marketing, Chappell Graduation Images, Canada and Grad Images.

**Foreign Registered Trademarks, Applications for Trademarks and Trademark  
Licenses**

None

**Foreign Unregistered Trademarks**

Such rights arising under local law to trademarks and logos which are neither registered nor for which applications with the applicable filing office are pending.

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<sup>1</sup> To be assigned concurrently with the closing of the Chappell Purchase Agreement.

**SCHEDULE I**

**Event Photography Group, Inc.**  
**Trademark Registrations/Applications**

**Country: United States of America - Registered Trademarks and Applications for  
Registered Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration No./ Application No.</u></b>	<b><u>Registration Date/ Filed Date</u></b>
None		

**Country: United States of America - Trademark Licenses**

None

**Country: United States - Unregistered Trademarks**

Such common law rights to trademarks and logos which are neither registered nor for which applications with the United States Patent and Trademark Office are pending, including without limitation, Event Photography Group and Event Photography.

**Foreign Registered Trademarks, Applications for Trademarks and Trademark  
Licenses**

None

**Foreign Unregistered Trademarks**

Such rights arising under local law to trademarks and logos which are neither registered nor for which applications with the applicable filing office are pending.