

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
DAYMEN PHOTO MARKETING LP		07/05/2005	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	BANK OF NOVA SCOTIA, AS THE ADMINISTRATIVE AGENT
Street Address:	One Liberty Plaza, 26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Bank:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3123209	LOWEPRO
Serial Number:	77174979	ALTUS
Serial Number:	78822180	APEX
Serial Number:	77136130	CIRRUS
Serial Number:	77136136	CLIPS
Serial Number:	77136034	FACTOR
Serial Number:	78913966	GLIDE-LOCK
Serial Number:	78888355	OVER 40 YEARS OF FIRSTS
Serial Number:	77136135	PRIMUS AW
Serial Number:	77137239	PROTECTING THE POLAR BEAR LOWEPRO
Serial Number:	78798324	SPEEDSTER
Serial Number:	77136128	TRANSIT
Serial Number:	78798378	TRANSPORTER
Serial Number:	77136043	VERTEX

OP \$390.00 3123209

Serial Number:	78798286	VOYAGER
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CORRESPONDENCE DATA

Fax Number: (312)701-7711
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 S. Wacker Drive
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	09/18/2007

Total Attachments: 4
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**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Trademark Security Agreement, dated as of July 5, 2005 (the "Security Agreement"), made by DayMen Photo Marketing LP, a limited partnership formed under the laws of Ontario (the "Grantor"), in favor of The Bank of Nova Scotia, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders (as defined therein) the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks shown below to the Administrative Agent for the benefit of itself and the Lenders:

REGISTERED TRADEMARKS

U.S.

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Registration Date</u>
3,123,209	LOWEPRO and Design	August 1, 2006

TRADEMARK APPLICATIONS

U.S.

<u>Trademark Application No.</u>	<u>Description of Trademark</u>	<u>Application Date</u>
77-174,979	ALTUS	May 7, 2007
78-822,180	APEX	February 23, 2006
77-136,130	CIRRUS	March 21, 2007


77-136,136	CLIPS	March 21, 2007
77-136,034	FACTOR	March 20, 2007
78-913,966	GLIDE-LOCK	June 22, 2006
78-888,355	OVER 40 YEARS OF FIRSTS	May 19, 2006
77-136,135	PRIMUS AW	March 21, 2007
77-137,239	PROTECTING THE POLAR BEAR LOWEPRO and Design	March 21, 2007
78-798,324	SPEEDSTER	January 24, 2006
77-136,128	TRANSIT	March 21, 2007
78-798,378	TRANSPORTER	January 24, 2006`
77-136,043	VERTEX	March 20, 2007
78-798,286	VOYAGER	January 24, 2006

The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the foregoing trademarks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

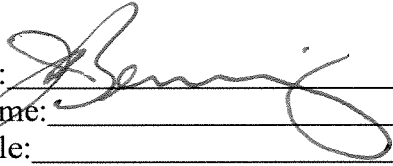
DAYMEN PHOTO MARKETING LP

By: DayMen GP Inc., its general partner

By: 
Name: Mac Lipton
Title: Director

Acknowledged and Accepted:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 
Name: _____
Title: _____

Jim Beninger
Director



Yanzhi Chen
Associate Director