

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ritz Camera Centers, Inc.		10/25/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wavhovia Bank, National Association
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association:

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	2734510	AGAINST THE ELEMENTS
Registration Number:	2740057	ATE NO MORE RED NECK
Registration Number:	2920351	BIG PRINT CENTRAL
Registration Number:	2501978	BOATER'S WORLD
Registration Number:	1801225	BOATER'S WORLD DISCOUNT MARINE CENTERS
Registration Number:	1798338	BOATER'S WORLD DISCOUNT MARINE CENTERS
Registration Number:	2539818	BOATER'S WORLD MARINE CENTERS
Registration Number:	2982733	BOATER'S WORLD MARINE CENTERS
Registration Number:	2509768	BOATERSWORLD.COM
Registration Number:	3219796	BOATING MADE BETTER!
Registration Number:	1217990	CAMERA WORLD
Registration Number:	2477780	CAMERAWORLD.COM
Registration Number:	3147806	CAPTAIN'S CLUB
Registration Number:	2920412	CAPTURE YOUR WORLD

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Registration Number:	0970423	DEAN'S
Registration Number:	1162569	
Registration Number:	2525434	FOCUS ON KIDS
Registration Number:	1506455	FREQUENT FOTO
Registration Number:	2441824	IMAGE TO IMAGE
Registration Number:	3082475	INKLEY'S
Registration Number:	1757422	KITS CAMERAS
Registration Number:	1521269	MEDALLION
Registration Number:	2814569	OTE ON. THE. EDGE
Registration Number:	2655734	OUR EXPERTISE IS FREE
Registration Number:	2904024	OUTER BANKS OUTFITTERS
Registration Number:	3295984	OUTERBANKSOUTFITTERS.COM
Registration Number:	1536161	PHOTRO
Registration Number:	1802269	PHOTRONIC IMAGEINATION CENTER
Registration Number:	1884370	PHOTRONIC DEPOT
Registration Number:	1920118	PHOTRONIC IMAGEINATION CENTER
Registration Number:	2793999	
Registration Number:	2819303	PRINT@WOLF
Registration Number:	2819305	PRINTATWOLF.COM
Registration Number:	1883995	PROEX
Registration Number:	1526588	QUALIDE
Registration Number:	1527912	QUANTARAY
Registration Number:	1590387	RITZ BIG PRINT
Registration Number:	1609041	RITZ BLITZ
Registration Number:	1594588	RITZ CAMERA
Registration Number:	3114215	RITZELECTRONICS.COM
Registration Number:	3212391	RITZ INTERACTIVE
Registration Number:	2509769	RITZCAMERA.COM
Registration Number:	2704028	RITZPIX.COM
Registration Number:	2852566	ROAD-WARRIOR
Registration Number:	2692220	ROYAL MEDALLION
Registration Number:	2702558	SEA BOWLD
Registration Number:	3141557	THE CAMERA SHOP INC.
Registration Number:	1432357	ULTRAPRINT
Registration Number:	2510183	WOLF \$ BUCKS

Registration Number:	2013418	WOLF CAMERA
Registration Number:	2366168	WOLF CAMERA
Registration Number:	1990017	WOLF CAMERA & VIDEO
Registration Number:	2459374	WOLF CAMERA
Registration Number:	2654757	WOLF CAMERA
Registration Number:	2403876	WOLF CAMERA PORTRAIT STUDIO
Registration Number:	2661758	WOLF UNIVERSITY
Registration Number:	2510103	WOLFBUCKS
Registration Number:	2661759	WOLFCAMERA.COM
Registration Number:	2428387	WOLFEXPRESS
Registration Number:	1892467	PHOTRONIC

CORRESPONDENCE DATA

Fax Number: (212)682-6104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-661-9100 x865
Email: eallen@OSHR.com
Correspondent Name: Ellen M. Allen
Address Line 1: 230 Park Avenue, 30th Floor
Address Line 2: OSH&R
Address Line 4: New York, NEW YORK 10169

NAME OF SUBMITTER:	Ellen M. Allen
Signature:	/Ellen M. Allen/
Date:	11/02/2007

Total Attachments: 11
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ritz Camera Centers, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 25, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Bank, National Association

Internal Address: _____

Street Address: 1133 Avenue of the Americas

City: New York

State: New York

Country: USA Zip: 10036

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
77/228960

B. Trademark Registration No.(s)
Schedule 1 attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Ellen M. Allen

Internal Address: _____

Street Address: OSH&R

230 Park Avenue, 30th Floor

City: New York

State: New York Zip: 10169

Phone Number: 212-661-9100 ext.865

Fax Number: 212-682-6104

Email Address: eallen@OSHR.com

6. Total number of applications and registrations involved:

61

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,540.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

10/29/07

Date

Ellen M. Allen

Name of Person Signing

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

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS
(with Application/Registration numbers, as applicable)

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AGAINST THE ELEMENTS	2734510	July 8, 2003
ATE NO MORE REDNECK	2740057	July 22, 2003
BIG PRINT CENTRAL	2920351	January 25, 2005
BOATER'S WORLD	2501978	October 30, 2001
BOATER'S WORLD DISCOUNT MARINE CENTERS	1801225	October 26, 1993
BOATER'S WORLD DISCOUNT MARINE CENTERS (AND DESIGN)	1798338	October 12, 1993
BOATER'S WORLD MARINE CENTERS	2539818	February 19, 2002
BOATER'S WORLD MARINE CENTERS (AND DESIGN)	2982733	August 9, 2005
BOATERSWORLD.COM	2509768	November 20, 2001
BOATING MADE BETTER!	3219796	March 20, 2007
CAMERA WORLD	1217990	November 30, 1982
CAMERAWORLD.COM	2477780	August 14, 2002
CAPTAIN'S CLUB	3147806	September 26, 2006
CAPTURE YOUR WORLD	2920412	January 25, 2005
DEAN'S	0970423	October 9, 1973
DESIGN (FOX)	1162569	July 28, 1981
FOCUS ON KIDS	2525434	January 1, 2002
FREQUENT FOTO	1506455	September 27, 1988
IMAGE TO IMAGE	2441824	April 10, 2001

INKLEY'S	3082475	April 18, 2006
KITS CAMERAS (AND DESIGN)	1757422	March 9, 1993
MEDALLION	1521269	January 17, 1989
OTE ON. THE. EDGE.	2814569	February 17, 2004
OUR EXPERTISE IS FREE	2655734	December 3, 2002
OUTER BANKS OUTFITTERS (AND DESIGN)	2904024	November 23, 2004
OUTERBANKSOUTFITTERS.COM	3295984	September 25, 2007
PHOTRO	1536161	April 25, 1989
PHOTRONIC	1802269	May 2, 1995
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PRINTATWOLF.COM	2819305	March 2, 2004
PROEX	1883995	March 14, 1995
QUALIDE	1526588	February 28, 1989
QUANTARAY	1527912	March 7, 1989
RITZ BIG PRINT	1590387	April 10, 1990
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RITZELECTRONICS.COM	3114215	June 27, 2006
RITZINTERACTIVE	3212391	February 27, 2007
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RITZPIX.COM	2704028	April 8, 2003

ROAD-WARRIOR	2852566	June 15, 2004
ROYAL MEDALLION	2692220	March 4, 2003
SEA BOWLD	2702558	April 1, 2003
THE CAMERA SHOP INC. (AND DESIGN)	3141557	September 12, 2006
ULTRAPRINT	1432357	March 10, 1987
WOLF BUCKS (AND DESIGN)	2510183	November 20, 2001
WOLF CAMERA	2013418	November 5, 1996
WOLF CAMERA	2366168	July 11, 2000
WOLF CAMERA & VIDEO	1990017	July 30, 1996
WOLF CAMERA (AND DESIGN)	2459374	June 12, 2001
WOLF CAMERA (STYLIZED)	2654757	November 26, 2002
WOLF CAMERA PORTRAIT STUDIO	2403876	November 14, 2000
WOLF UNIVERSITY	2661758	December 17, 2002
WOLFBUCKS	2510103	November 20, 2001
WOLFCAMERA.COM	2661759	December 17, 2002
WOLFEXPRESS	2428387	February 13, 2001

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") dated October 25, 2007, is by and between RITZ CAMERA CENTERS, INC., a Delaware corporation ("Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to certain 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, 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 (the "Trademarks"), including, without limitation, those described in Schedule I hereto and made a part hereof;

WHEREAS, Grantor, certain affiliates thereof, Secured Party, Wachovia Bank, National Association, as Issuing Bank ("Issuing Bank"), and the financial institutions that from time to time are parties to the Loan Agreement, as lenders (each individually, a "Lender" and collectively, "Lenders") have entered into or are about to enter into financing arrangements pursuant to which Secured Party, Issuing Bank and Lenders may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Grantor, certain affiliates of Grantor, Secured Party, Issuing Bank and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party, Issuing Bank and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

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, 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 Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party, on behalf of itself and the other Secured Parties, a continuing first priority security interest in all of 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, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

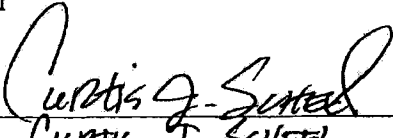
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are one and the same as those granted to Secured Party, on behalf of itself and Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Trademark Security Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Trademark Security Agreement may be executed and delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

RITZ CAMERA CENTERS, INC.,
as Grantor

By: 
Name: CURTIS J. SCHEEL
Title: CEO

STATE OF MARYLAND)
) ss.:
COUNTY OF HOWARD)

On the 25 day of October, 2007, before me personally came Curtis J Scheel, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the CEO of RITZ CAMERA CENTERS, INC., the Delaware corporation which executed the foregoing instrument and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to
Trademark Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Secured Party

By: Thomas Grabesky
Name: Thomas Grabesky
Title: Director

STATE OF New York)
COUNTY OF New York) ss.:

On the 24 day of October, 2007, before me personally came Thomas Grabesky
me known, who being by me duly sworn, did depose, acknowledge and say that he is the
Director of WACHOVIA BANK, NATIONAL ASSOCIATION, the national banking
association which executed the foregoing instrument and that he signed his name thereto by order of
the Board of Directors of said corporation.

Anita De Jesus
Notary Public

ANITA DeJESUS
Notary Public - State of New York
No. 01DE6173828
Qualified in Suffolk County
My Commission Expires September 4, 2011

[Signature Page to
Trademark Agreement]

TRADEMARK
REEL: 003653 FRAME: 0313

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
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TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
RITZCAMERA.COM & ELECTRONICS	77/228960	July 17, 2007