

TO: SHERRY H. FLAX COMPANY: 500 E. PRATT ST.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

08/20/2009
900141452

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ritz Camera Centers, Inc.		07/24/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	RCI Acquisition, LLC
Street Address:	6711 Ritz Way
City:	Beltsville
State/Country:	MARYLAND
Postal Code:	20705
Entity Type:	LIMITED LIABILITY COMPANY: <i>DELAWARE</i>

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	2734510	AGAINST THE ELEMENTS
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

OP \$1390.00 2734510

TO: SHERRY H. FLAX COMPANY: 500 E. PRATT ST.

Registration Number:	0970423	DEAN'S
Registration Number:	3462049	DISCOVER THE ADVANTAGE!
Registration Number:	1506455	FREQUENT FOTO
Registration Number:	3082475	INKLEY'S
Registration Number:	1757422	KITS CAMERAS
Registration Number:	2814569	OTE ON. THE. EDGE
Registration Number:	2904024	OUTER BANKS OUTFITTERS
Registration Number:	3295984	OUTERBANKSOUTFITTERS.COM
Registration Number:	1802269	PHOTRONIC IMAGINATION CENTER
Registration Number:	1884370	PHOTRONIC DEPOT
Registration Number:	1920118	PHOTRONIC IMAGINATION CENTER
Registration Number:	2793999	
Registration Number:	2819303	PRINT@WOLF
Registration Number:	2819305	PRINTATWOLF.COM
Registration Number:	1883995	PROEX
Registration Number:	1527912	QUANTARAY
Registration Number:	1590387	RITZ BIG PRINT
Registration Number:	1809041	RITZ BLITZ
Registration Number:	1594588	RITZ CAMERA
Registration Number:	3212391	RITZ INTERACTIVE
Registration Number:	2509769	RITZCAMERA.COM
Registration Number:	3397919	RITZCAMERA.COM & ELECTRONICS
Registration Number:	3114215	RITZELECTRONICS.COM
Registration Number:	2704028	RITZPIX
Registration Number:	2702558	SEA BOWLD
Registration Number:	3462047	THE BOAT HOUSE AT BOATER'S WORLD
Registration Number:	3141557	THE CAMERA SHOP INC.
Registration Number:	2013418	WOLF CAMERA
Registration Number:	2366168	WOLF CAMERA
Registration Number:	2459374	WOLF CAMERA
Registration Number:	1990017	WOLF CAMERA & VIDEO
Registration Number:	2654757	WOLF CAMERA
Registration Number:	2403876	WOLF CAMERA PORTRAIT STUDIO
Registration Number:	2661758	WOLF UNIVERSITY
Registration Number:	2661759	WOLFCAMERA.COM

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Registration Number:	2428387	WOLFEXPRESS
Serial Number:	77546887	RITZPIX PRO
Serial Number:	77370523	FOCUS ON KIDS
Serial Number:	77321089	IMAGE TO IMAGE
Registration Number:	1432357	ULTRAPRINT
Registration Number:	2852566	ROAD-WARRIOR
Registration Number:	1892467	PHOTRONIC

CORRESPONDENCE DATA

Fax Number: (410)332-8785
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 410-332-8784
Email: sflax@saul.com
Correspondent Name: Sherry H. Flax
Address Line 1: 500 E. Pratt St.
Address Line 2: Suite 900
Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER: Sherry H. Flax

Signature: /sherry flax/

Date: 08/20/2009

Total Attachments: 4
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TO: SHERRY H. FLAX COMPANY: 500 E. PRATT ST.

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY RIGHTS (this "Intellectual Property Assignment") is made this 24th day of July, 2009, by and between RCI ACQUISITION, LLC, a Delaware limited liability company ("Purchaser"), and RCC LIQUIDATING CORP., f/k/a RITZ CAMERA CENTERS, INC., a Delaware corporation ("Seller").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Purchaser and Seller dated as of July 23, 2009, and effective as of the date hereof (the "Purchase Agreement") and subject to the terms and conditions therein, Seller is concurrently herewith conveying, assigning, transferring and delivering to Purchaser, as of the date hereof, the Purchased Assets;

WHEREAS, Seller is the owner (or licensee) of the Purchased Intellectual Property, including but not limited to all Intellectual Property associated with Ritz Camera, Ritzpix and Boaters World, together with all goodwill associated therewith and appurtenant thereto (collectively the "Intellectual Property"); and

WHEREAS, the Purchase Agreement provides, among other things, for the assignment by Seller to Purchaser and the assumption by the Purchaser of the Intellectual Property, and to the extent such Intellectual Property may not be transferred to Purchaser, the Purchase Agreement provides that the Seller shall be deemed to have granted to Purchaser an exclusive, royalty free right and license to use the Intellectual Property from and after the date hereof, to the broadest extent permitted by law.

NOW, THEREFORE, in consideration of the foregoing premises, the agreement and obligations contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree, effective as of the date hereof, as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

2. Assignment. Effective as of 12:00 p.m. eastern time (the "Effective Time"), Seller hereby assigns, grants, delivers and conveys to Purchaser, all of the Seller's right, title, and interest in and to the Intellectual Property, and to the extent such Intellectual Property may not be transferred to Purchaser, effective as of the Effective Time, Seller hereby grants to Purchaser an exclusive, royalty free right and license to use the Intellectual Property from and after the date hereof, to the broadest extent permitted by law.

3. Assumption. Effective as of the Effective Time, Purchaser hereby assumes all of Seller's right, title and interest in and to the Intellectual Property, and, to the extent such Intellectual Property may not be transferred, effective as of the Effective Time, Purchaser hereby agrees to accept a exclusive, royalty free right and license to use the Intellectual Property from and after the date hereof, to the broadest extent permitted by law.

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4. Additional Documents. Seller hereby agrees to execute, upon the request of Purchaser, such additional documents as are necessary to register and otherwise give full effect to the rights of Purchaser in and to the Intellectual Property under or to otherwise effectuate the intent of this Intellectual Property Assignment, including all documents necessary to record in the name of Purchaser the assignment of the Intellectual Property with the United States Patent and Trademark Office, appropriate domain name registrars, and any other appropriate foreign or international office or registrar.

5. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign either this Intellectual Property Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of the other party hereto.

6. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

7. Further Assurances. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to give full force and effect to the terms and conditions of this Intellectual Property Assignment and the transactions contemplated hereunder.

8. Modification and Waiver. No alterations or variations of the terms and provisions of this Intellectual Property Assignment shall be valid unless made in writing and signed by all of the parties hereto or their successors or permitted assigns.

9. Severability. If any provision of this Intellectual Property Assignment is held to be invalid or unenforceable, such will not affect the validity or enforceability of the other provisions of this Intellectual Property Assignment.

10. Conflict. All of the terms and conditions of the Purchase Agreement are incorporated herein by reference, and in the event of any ambiguity or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.

11. Counterparts. This Intellectual Property Assignment may be executed in one or more counterparts, each of which may be deemed an original and all of which together shall constitute one and the same instrument.

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TO: SHERRY H. FLAX COMPANY: 500 E. PRATT ST.

IN WITNESS WHEREOF, this Assignment and Assumption of Intellectual Property Rights has been duly executed and delivered on the date first above written.

RCI ACQUISITION, LLC



By: _____
Name: Fred H. Lerner
Title: President

RCC LIQUIDATING CORP., f/k/a RITZ
CAMERA CENTERS, INC.

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, this Assignment and Assumption of Intellectual Property Rights has been duly executed and delivered on the date first above written.

RCI ACQUISITION, LLC

RCC LIQUIDATING CORP., *Et/ka RITZ*
CAMERA CENTERS, INC.

By: _____
Name:
Title:

By: *[Signature]*
Name: *MARC S. WATSON*
Title: *Chief Restructuring Officer*