

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
Ritz Camera & Image, L.L.C.		11/06/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	1217990	CAMERA WORLD
Registration Number:	2477780	CAMERAWORLD.COM
Registration Number:	3147806	CAPTAIN'S CLUB
Registration Number:	2920412	CAPTURE YOUR WORLD
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:	1884370	PHOTRONIC DEPOT

CH \$1015.00 1217990

900147283

**TRADEMARK
 REEL: 004093 FRAME: 0856**

Registration Number:	1920118	PHOTRONIC IMAGEINATION CENTER
Registration Number:	1802269	PHOTRONIC IMAGEINATION 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:	1609041	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
Registration Number:	2428387	WOLFEXPRESS

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

TRADEMARK

REEL: 004093 FRAME: 0857

ATTORNEY DOCKET NUMBER:	182712
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/10/2009
<p>Total Attachments: 14 source=11-10-09 Ritz Camera-TM#page1.tif source=11-10-09 Ritz Camera-TM#page2.tif source=11-10-09 Ritz Camera-TM#page3.tif source=11-10-09 Ritz Camera-TM#page4.tif source=11-10-09 Ritz Camera-TM#page5.tif source=11-10-09 Ritz Camera-TM#page6.tif source=11-10-09 Ritz Camera-TM#page7.tif source=11-10-09 Ritz Camera-TM#page8.tif source=11-10-09 Ritz Camera-TM#page9.tif source=11-10-09 Ritz Camera-TM#page10.tif source=11-10-09 Ritz Camera-TM#page11.tif source=11-10-09 Ritz Camera-TM#page12.tif source=11-10-09 Ritz Camera-TM#page13.tif source=11-10-09 Ritz Camera-TM#page14.tif</p>	

TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (the "Agreement") made as of this 6th day of November, 2009 by RITZ CAMERA & IMAGE, L.L.C., a Delaware limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) all (a) copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, (b) all renewals of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, licenses of the foregoing, or with respect to any of the foregoing, (collectively, "Copyrights"), each as listed on Schedule I annexed hereto

(ii) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark

applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Patent or Copyright, or (b) injury to the goodwill associated with any Trademark.


3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Copyrights, Trademarks or Patents without prior written consent of Agent

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents, patent applications, copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications owned or registered to Grantor as of the date of this Agreement.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RITZ CAMERA & IMAGE, L.L.C.

By: 
Name: Stephen M. LaMastra
Title: President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark, Patent and
Copyright Security Agreement]

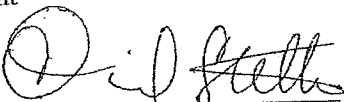
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RITZ CAMERA & IMAGE, L.L.C.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Daniel Stella
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT
SECURITY AGREEMENT]

TRADEMARK
REEL: 004093 FRAME: 0862

SCHEDULE 1

COPYRIGHTS

Ritzpak: package design. Registration #VA490098 / 1991-11-05.

TRADEMARK REGISTRATIONS

Trademark Name	Status	Application Number	Registration	Renewal
AGAINST THE ELEMENTS	Registered	76444179	2734510	08-Jul-2013
Country United States of America			27-Aug-2002	08-Jul-2003
BIG PRINT CENTRAL	Registered	76478340	2920351	25-Jan-2015
Country United States of America		26-Dec-2002	25-Jan-2005	
BOATER'S WORLD	Registered	76141166	2501978	30-Oct-2011
Country United States of America		05-Oct-2000	30-Oct-2001	
BOATER'S WORLD DISCOUNT	Registered		1801225	22-Sep-2013
Country United States of America			26-Oct-1993	
BOATER'S WORLD DISCOUNT	Registered		1798338	01-Jul-2013
Country United States of America			12-Oct-1993	
BOATER'S WORLD MARINE	Registered	76141162	2539818	19-Feb-2012
Country United States of America		05-Oct-2000	19-Feb-2002	
BOATER'S WORLD MARINE	Registered	76590394	2982733	09-Aug-2015
Country United States of America		04-May-2004	09-Aug-2005	
BOATERSWORLD.COM	Registered	76172681	2509768	20-Nov-2011
Country United States of America		30-Nov-2000	20-Nov-2001	
BOATING MADE BETTER!	Registered	78810809	3219796	20-Mar-2017
Country United States of America		09-Feb-2006	20-Mar-2007	

SCHEDULE -1

Trademark Name	Status	Application Number	Registration	Renewal
CAMERA WORLD	Registered		1217990	26-Nov-2012
Country United States of America			30-Nov-1982	
CAMERA WORLD.COM	Registered		2477780	14-Aug-2012
Country United States of America			14-Aug-2002	
CAMERA WORLD.COM	Registered		470687	25-Aug-2009
Country Switzerland			25-Aug-1999	
CAMERA WORLD.COM	Registered		1291210	27-Aug-2009
Country European Community			21-Mar-2001	
CAMERA WORLD.COM	Registered		2211259	07-Oct-2009
Country United Kingdom			07-Oct-1999	
CAMERA WORLD.COM	Registered		ee971370	11-Sep-2017
Country Tunisia			11-Sep-1997	
CAPTAIN'S CLUB	Registered	78594154	3147806	26-Sep-2016
Country United States of America		24-Mar-2005	26-Sep-2006	
CAPTURE YOUR WORLD	Registered	76526833	2920412	25-Jan-2015
Country United States of America		02-Jul-2003	25-Jan-2005	
DEAN'S	Registered	72436940	0970423	05-Apr-2013
Country United States of America		28-Sep-1972	09-Oct-1973	
DEAN'S	Registered		1316	
Country California			09-Jul-1972	
DISCOVER THE ADVANTAGE!	Registered	77339738	3462049	08-Jul-2018
Country United States of America		29-Nov-2007	08-Jul-2008	
FREQUENT FOTO	Registered		1506455	28-Mar-2018
Country United States of America			27-Sep-1988	
INKLEY'S	Registered	78617896	3082475	18-Apr-2016
Country United States of America		27-Apr-2005	18-Apr-2006	
KITS CAMERAS (AND DESIGN)	Registered	74279399	1757422	09-Mar-2013
Country United States of America		29-May-1992	09-Mar-1993	

SCHEDULE - 1

074638.01301/95004065v.1

Trademark Name	Status	Application Number	Registration	Renewal
OTE ON THE EDGE	Registered	76432362	2814569	17-Feb-2014
Country United States of America		19-Jul-2002	17-Feb-2004	
OUTER BANKS OUTFITTERS (AND	Registered	75282966	2904024	23-Nov-2014
Country United States of America		28-Apr-1997	23-Nov-2004	
OUTERBANKSOUTFITTERS.COM	Registered	76578953	3295984	25-Sep-2017
Country United States of America		03-Mar-2004	25-Sep-2007	
PHOTRONIC	Registered		1802269	25-Apr-2015
Country United States of America			02-May-1995	
PHOTRONIC DEPOT	Registered		1884370	08-Oct-2014
Country United States of America			14-Mar-1995	
PHOTRONIC IMAGEINATION	Registered		1920118	24-Mar-2015
Country United States of America			19-Sep-1995	
PHOTRONIC IMAGEINATION	Registered		1802269	28-Oct-2013
Country United States of America			02-Nov-1993	
POWERBOAT DESIGN	Registered	76436794	2793999	16-Dec-2013
Country United States of America		02-Aug-2002	16-Dec-2003	
PRINT@WOLF	Registered	76502006	2819303	02-Mar-2014
Country United States of America		28-Mar-2003	02-Mar-2004	
PRINTATWOLF.COM	Registered	76502016	2819305	02-Mar-2014
Country United States of America		28-Mar-2003	02-Mar-2004	
PROEX	Registered		1883995	30-Mar-2015
Country United States of America			14-Mar-1995	
QUANTARAY	Registered		1527912	03-Sep-2018
Country United States of America				
RITZ BIG PRINT	Registered		1590387	08-Sep-2010
Country United States of America			10-Apr-1990	
RITZ BLITZ	Registered		1609041	07-Aug-2010
Country United States of America			07-Aug-1990	

SCHEDULE - 1

074658.01301/95004065v.1

Trademark Name	Status	Application Number	Registration	Renewal
WOLF CAMERA (STYLIZED) Country United States of America	Registered	75921285 16-Feb-2000	2654757 26-Nov-2002	26-Nov-2012
WOLF CAMERA PORTRAIT STUDIO Country United States of America	Registered		2403876 14-Nov-2000	14-Nov-2010
WOLF UNIVERSITY Country United States of America	Registered	76199042 24-Jan-2001	2661758 17-Dec-2002	17-Dec-2012
WOLFCAMERA.COM Country United States of America	Registered	76199054 24-Jan-2001	2661759 17-Dec-2002	17-Dec-2012
WOLFEXPRESS Country United States of America	Registered		2428387 13-Feb-2001	13-Feb-2011

PATENT REGISTRATIONS

Ritzpak package design. Registration # D342,205. Expiration: 12/16/2011.

SCHEDULE - 1

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Maryland* : SS
COUNTY OF *Howard* :

On this 5th of Nov, 2009, before me personally appeared Stephen LeMastra, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Ritz Camera & Image, L.L.C., a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Stephen LeMastra
Notary Public
My Commission Expires: 8/1/2010

(ACKNOWLEDGEMENT TO TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT)

POWER OF ATTORNEY

RITZ CAMERA & IMAGE, L.L.C., a Delaware limited liability company (the "Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, dated as of November 6, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark, Patent and Copyright Security Agreement between Grantor and Agent dated as of November 6, 2009 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark, Patent and Copyright Security Agreement"), including, without limitation, the power to record its interest in any Trademarks, Patents or Copyrights (as defined in the Trademark, Patent and Copyright Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office, the United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark, Patent and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents or Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents or Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a Trademark, Patent or Copyright, in each case subject to the terms of the Trademark, Patent and Copyright Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

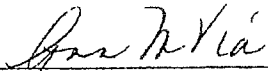
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark, Patent and Copyrights Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark, Patent and Copyright Security Agreement.

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Maryland* : SS
COUNTY OF *Howard* :

On this 5th of Nov, 2009, before me personally appeared Stephen LaMotta to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Ritz Camera & Image, L.L.C., a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO
TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT)