

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
CPI Corp.		08/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	800 Market Street, 13th Floor		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3789381	CAPTURING MEMORIES TO LAST A LIFETIME	
Registration Number:	3789377	KIDDIE KANDIDS PORTRAIT STUDIO	
Registration Number:	1686368	KIDDIE KANDIDS	
Serial Number:	77699090	MY STUDIO	
CORRESPONDENCE DATA			
Fax Number:	(314)612-7874		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-444-7874		
Email:	tbranson@lewisrice.com		
Correspondent Name:	Terri Branson		
Address Line 1:	Lewis, Rice & Fingersh, L.C.		
Address Line 2:	600 Washington Avenue, Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	115947.47145		
NAME OF SUBMITTER:	Terri Branson		

OP \$115.00 3789381

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TRADEMARK
REEL: 004270 FRAME: 0093

Signature:	/Terri Branson/
Date:	08/31/2010
Total Attachments: 4 source=CPITrademark#page1.tif source=CPITrademark#page2.tif source=CPITrademark#page3.tif source=CPITrademark#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of August 30, 2010, and is by CPI Corp., a Delaware corporation (the "Grantor"), in favor of Bank of America, N.A. in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its subsidiaries.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, and trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by, and all obligations and liabilities of, the Grantor under the Credit Agreement, the Guaranty and Collateral Agreement and the other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to

in Schedule 1 (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");

This security interest and lien is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles, except that the provisions of this Agreement pertaining to the creation or perfection of Liens or the enforcement of rights of Administrative Agent in the Trademark Collateral located in a state other than the State of Missouri shall be governed by the laws of such state.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CPI Corp., a Delaware corporation

By: Dale Heins
Name: Dale Heins
Title: Treasurer

Acknowledged:

Bank of America, N.A.
as Administrative Agent

By: Troy A. McLendon
Print Name: Troy A. McLendon
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, and Trademark Applications

Mark	Application (Serial)/ Registration No.	Date of Filing/Registration
CAPTURING MEMORIES TO LAST A LIFETIME	Reg. No. 3789381	3/26/09
KIDDIE KANDIDS PORTRAIT STUDIO	Reg. No. 3789377	3/25/09
KIDDIE KANDIDS	Reg. No. 1686368	12/10/90
MY STUDIO	Serial No. 77-699090	3/25/09