

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																				
CONVEYING PARTY DATA																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Lazer Spot, Inc.</td> <td></td> <td>09/01/2010</td> <td>CORPORATION: GEORGIA</td> </tr> <tr> <td>LSI Acquisition Corp.</td> <td></td> <td>09/01/2010</td> <td>CORPORATION: GEORGIA</td> </tr> <tr> <td>Lazer Spot Holdings Corp.</td> <td></td> <td>09/01/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>LSI Intermediate Holdings Corp.</td> <td></td> <td>09/01/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Lazer Spot, Inc.		09/01/2010	CORPORATION: GEORGIA	LSI Acquisition Corp.		09/01/2010	CORPORATION: GEORGIA	Lazer Spot Holdings Corp.		09/01/2010	CORPORATION: DELAWARE	LSI Intermediate Holdings Corp.		09/01/2010	CORPORATION: DELAWARE
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CORRESPONDENCE DATA																					
<p>Fax Number: (203)325-5001 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 2033255061 Email: kdonohue@fdh.com Correspondent Name: Kathleen Donohue, Finn Dixon & Herling Address Line 1: 177 Broad Street Address Line 4: Stamford, CONNECTICUT 06901</p>																					
ATTORNEY DOCKET NUMBER:	2692.097																				
NAME OF SUBMITTER:	Kathleen Donohue																				

OP \$40.00 3685282

Signature:	/s/ Kathleen Donohue
Date:	09/02/2010
<p>Total Attachments: 13</p> <p>source=01070696#page1.tif</p> <p>source=01070696#page2.tif</p> <p>source=01070696#page3.tif</p> <p>source=01070696#page4.tif</p> <p>source=01070696#page5.tif</p> <p>source=01070696#page6.tif</p> <p>source=01070696#page7.tif</p> <p>source=01070696#page8.tif</p> <p>source=01070696#page9.tif</p> <p>source=01070696#page10.tif</p> <p>source=01070696#page11.tif</p> <p>source=01070696#page12.tif</p> <p>source=01070696#page13.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 1, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor", and collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, prior to giving effect to the Closing Date Merger (as defined in the Credit Agreement), LSI Acquisition Corp., a Georgia corporation, as borrower ("MergerCo"), and after giving effect to the Closing Date Merger, Lazer Spot, Inc., a Georgia corporation, as borrower and surviving entity of such merger ("Lazer Spot"; it being understood and agreed that for all purposes hereunder, prior to giving effect to the Closing Date Merger, MergerCo shall be referred to herein, and after giving effect to the Closing Date Merger, Lazer Spot shall be referred to herein, as "Borrower"), Lazer Spot Holdings Corp., a Delaware corporation, LSI Intermediate Holdings Corp., a Delaware corporation, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Intellectual Property Collateral"):

all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule I hereto;

all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule II hereto;

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule III hereto;

all renewals, reversions, reissues, reexaminations, divisionals, continuations, continuations in-part and extensions of the foregoing, as applicable;

all goodwill of the business connected with the use of, and symbolized by, any Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Intellectual Property Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

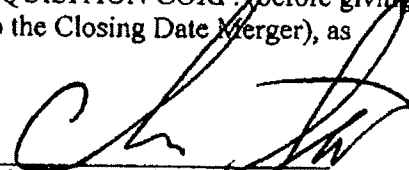
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LSI ACQUISITION CORP. (before giving effect to the Closing Date Merger), as Grantor

By: 
Name: Charles Santoro
Title: President

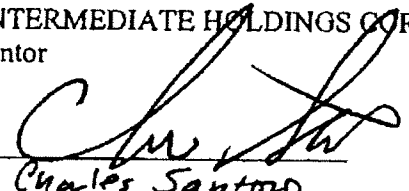
LAZER SPOT, INC. (after giving effect to the Closing Date Merger), as Grantor

By: _____
Name:
Title:

LAZER SPOT HOLDINGS CORP., as Grantor

By: 
Name: Charles Santoro
Title: President

LSI INTERMEDIATE HOLDINGS CORP., as Grantor

By: 
Name: Charles Santoro
Title: President

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LSI ACQUISITION CORP. (before giving effect to the Closing Date Merger), as Grantor

By: _____
Name:
Title:

LAZER SPOT, INC. (after giving effect to the Closing Date Merger), as Grantor

By: 
Name: *ADAM NEWSOME*
Title: *PRESIDENT*

LAZER SPOT HOLDINGS CORP., as Grantor

By: _____
Name:
Title:

LSI INTERMEDIATE HOLDINGS CORP., as Grantor

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Brian Sommerfeld

Name:

Title: Its Duly Authorized Signatory

Brian E. Sommerfeld
Duly Authorized Signatory

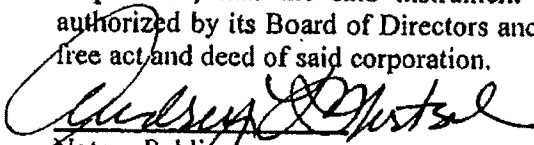
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 004274 FRAME: 0339

ACKNOWLEDGMENT OF GRANTOR

State of Connecticut)
County of Fairfield) ss.

On this 1 day of September, 2010 before me personally appeared CHARLES W. SANTO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LSI Acquisition Corp., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

AUDREY L. HERTZEL
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires
June 30, 2013

ACKNOWLEDGMENT OF GRANTOR

State of Connecticut)

County of Fairfield)

ss.

On this 1 day of September 2010 before me personally appeared CHARLES W. SANTINO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LSI Intermediate Holdings Corp., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

AUDREY L. HERTZEL
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires
June 30, 2013

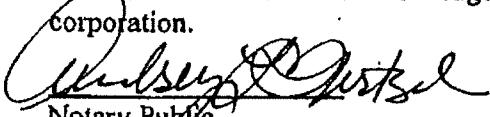
{SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT}

TRADEMARK
REEL: 004274 FRAME: 0341

ACKNOWLEDGMENT OF GRANTOR

State of Connecticut)
County of Fairfield) ss.

On this 1 day of September 2010 before me personally appeared CHARLES W. SANTORO, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lazer Spot Holdings Corp., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

AUDREY L. HERTZEL
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires
June 30, 2013

ACKNOWLEDGMENT OF GRANTOR

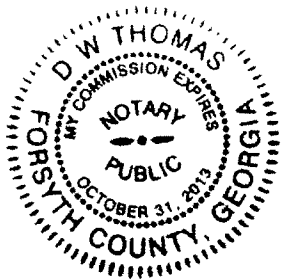
State of Georgia)

County of Forsyth)

ss.

On this 16th day of SEPTEMBER, 2010 before me personally appeared ADAM NEWSOME, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lazer Spot, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

DW Thomas
Notary Public



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantors</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
LSI ACQUISITION CORP.	Lazer Spot	3685282	September 1, 2010
LAZER SPOT, INC.			
LAZER SPOT HOLDINGS CORP.			
LSI INTERMEDIATE HOLDINGS CORP.			

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Date</u>
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III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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