

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark, Patent & Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ritz Camera & Image, L.L.C.		12/24/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Crystal Financial, L.L.C.
Street Address:	Two International Place, 17th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 54

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
Registration Number:	0970423	DEAN'S

TRADEMARK

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Registration Number:	3462049	DISCOVER THE ADVANTAGE!
Registration Number:	1506455	FREQUENT FOTO
Registration Number:	3082475	INKLEY'S
Serial Number:	77842140	INKLEY'S CAMERA & IMAGE
Serial Number:	77842114	KITS CAMERA & IMAGE
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:	1892467	PHOTRONIC
Registration Number:	1884370	PHOTRONIC DEPOT
Registration Number:	1920118	PHOTRONIC IMAGINATION CENTER
Registration Number:	1802269	PHOTRONIC IMAGINATION CENTER
Registration Number:	2793999	
Registration Number:	1883995	PROEX
Registration Number:	1527912	QUANTARAY
Registration Number:	3853048	RITZ ACCESS PHOTO
Registration Number:	1590387	RITZ BIG PRINT
Registration Number:	1594588	RITZ CAMERA
Registration Number:	3798922	RITZ CAMERA & IMAGE
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:	3850090	SHARE. DISPLAY. SAVE.
Registration Number:	3462047	THE BOAT HOUSE AT BOATER'S WORLD
Registration Number:	3141557	THE CAMERA SHOP INC.
Serial Number:	77844405	THE CAMERA SHOP INC. CAMERA & IMAGE
Registration Number:	1432357	ULTRAPRINT
Registration Number:	2013418	WOLF CAMERA
Registration Number:	2366168	WOLF CAMERA
Registration Number:	2459374	WOLF CAMERA
Serial Number:	77841249	WOLF CAMERA & IMAGE

Registration Number:	1990017	WOLF CAMERA & VIDEO
Registration Number:	2654757	WOLF CAMERA
Registration Number:	2661758	WOLF UNIVERSITY
Registration Number:	2661759	WOLFCAMERA.COM
Registration Number:	2428387	WOLFEXPRESS

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027395866
Email: fgordon@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Felicia D. Gordon
Signature:	/Felicia D. Gordon/
Date:	01/11/2011

Total Attachments: 13
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TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (the "Agreement") made as of this 24 day of December, 2010 by **RITZ CAMERA & IMAGE, L.L.C.**, a Delaware limited liability company ("Grantor"), in favor of **CRYSTAL FINANCIAL, LLC**, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor has entered into that certain Credit and Security Agreement with Agent and the lenders party thereto from time to time ("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: Jeff Israel
Title: Vice President-General Counsel

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

TRADEMARK
REEL: 004450 FRAME: 0673

Agreed and Accepted
As of the Date First Written Above

CRYSTAL FINANCIAL, LLC,
as Agent

By: *Colin Cross*
Name: Colin Cross
Title: Senior Managing Director

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

TRADEMARK
REEL: 004450 FRAME: 0674

SCHEDULE 1

COPYRIGHTS

Ritzpak: package design. Registration #VA0000490098 / 1991-11-05.

TRADEMARK REGISTRATIONS

Trademark Name	Status	Application Number	Registration
AGAINST THE ELEMENTS	Registered	76444179	2734510
Country United States of America			8-Jul-2003
BIG PRINT CENTRAL	Registered	76478340	2920351
Country United States of America		26-Dec-2002	25-Jan-2005
BOATER'S WORLD	Registered	76141166	2501978
Country United States of America		05-Oct-2000	30-Oct-2001
BOATER'S WORLD DISCOUNT MARINE CENTERS	Registered		1801225
Country United States of America			26-Oct-1993
BOATER'S WORLD DISCOUNT MARINE CENTERS & Design	Registered		1798338
Country United States of America			12-Oct-1993
BOATER'S WORLD MARINE CENTERS	Registered	76141162	2539818
Country United States of America		05-Oct-2000	19-Feb-2002
BOATER'S WORLD MARINE CENTERS & Design	Registered	76590394	2982733
Country United States of America		04-May-2004	09-Aug-2005
BOATERSWORLD.COM	Registered	76172681	2509768
Country United States of America		30-Nov-2000	20-Nov-2001
BOATING MADE BETTER!	Registered	78810809	3219796
Country United States of America		09-Feb-2006	20-Mar-2007
CAMERA WORLD	Registered		1217990
Country United States of America			30-Nov-1982
CAMERAWORLD.COM	Registered		2477780
Country United States of America			14-Aug-2001

TRADEMARK

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SCHEDULE - 1

Trademark Name	Status	Application Number	Registration
CAPTAIN'S CLUB	Registered	78594154	3147806
Country United States of America		24-Mar-2005	26-Sep-2006
CAPTURE YOUR WORLD	Registered	76526833	2920412
Country United States of America		02-Jul-2003	25-Jan-2005
DEAN'S	Registered	72436940	0970423
Country United States of America		28-Sep-1972	09-Oct-1973
DISCOVER THE ADVANTAGE!	Registered	77339738	3462049
Country United States of America		29-Nov-2007	08-Jul-2008
FREQUENT FOTO	Registered		1506455
Country United States of America			27-Sep-1988
INKLEY'S	Registered	78617896	3082475
Country United States of America		27-Apr-2005	18-Apr-2006
INKLEY'S CAMERA & IMAGE	Application	777842140	
Country United States of America			
KIT'S CAMERA & IMAGE	Application	777842114	
Country United States of America			
KIT'S CAMERAS (AND DESIGN)	Registered	74279399	1757422
Country United States of America		29-May-1992	09-Mar-1993
OTE ON THE EDGE	Registered	76432362	2814569
Country United States of America		19-Jul-2002	17-Feb-2004
OUTER BANKS OUTFITTERS (AND	Registered	75282966	2904024
Country United States of America		28-Apr-1997	23-Nov-2004
OUTERBANKSOUTFITTERS.COM	Registered	76578953	3295984
Country United States of America		03-Mar-2004	25-Sep-2007
PHOTRONIC	Registered		1892467
Country United States of America			02-May-1995
PHOTRONIC DEPOT	Registered		1884370
Country United States of America			14-Mar-1995
PHOTRONIC IMAGEINATION CENTER	Registered		1920118
Country United States of America			19-Sep-1995
PHOTRONIC IMAGEINATION CENTER	Registered		1802269
Country United States of America			02-Nov-1993
POWERBOAT DESIGN	Registered	76436794	2793999
Country United States of America		02-Aug-2002	16-Dec-2003

TRADEMARK

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SCHEDULE - 1

Trademark Name	Status	Application Number	Registration
PROEX	Registered		1883995
Country United States of America			14-Mar-1995
QUANTARAY	Registered		1527912
Country United States of America			07-Mar-1998
RITZ ACCESS PHOTO (Stylized) & Design	Registered		3853048
Country United States of America			08-Apr-2003
RITZ BIG PRINT	Registered		1590387
Country United States of America			10-Apr-1990
RITZ CAMERA	Registered		1594588
Country United States of America			01-May-1990
RITZ CAMERA & IMAGE	Registered		3798922
Country United States of America			
RITZ INTERACTIVE	Registered	78674039	3212391
Country United States of America		20-Jul-2005	27-Feb-2007
RITZCAMERA.COM	Registered	76172682	2509769
Country United States of America		30-Nov-2000	20-Nov-2001
RITZCAMERA.COM & ELECTRONICS	Registered	77228960	3397919
Country United States of America		13-Jul-2007	18-Mar-2008
RITZ ELECTRONICS.COM	Registered	78674161	3114215
Country United States of America		20-Jul-2005	11-Jul-2006
RITZPIX	Registered	76352542	2704028
Country United States of America		26-Dec-2001	08-Apr-2003
SEA BOWL	Registered	76433932	2702558
Country United States of America		24-Jul-2002	01-Apr-2003
SHARE. DISPLAY. SAVE.	Registered		3850090
Country United States of America			08-Apr-2003
THE BOAT HOUSE AT BOATER'S WORLD & Design	Registered	77339689	3462047
Country United States of America		29-Nov-2007	08-Jul-2008
THE CAMERA SHOP INC (DESIGN)	Registered	78678108	3141557
Country United States of America		26-Jul-2005	12-Sep-2006
THE CAMERA SHOP INC. CAMERA & IMAGE	Application	77844405	
Country United States of America			
ULTRAPRINT	Registered		1,432,357
Country United States of America			

TRADEMARK

REEL: 004450 FRAME: 0677

SCHEDULE - 1

Trademark Name	Status	Application Number	Registration
WOLF CAMERA	Registered		2013418
Country United States of America			05-Nov-1996
WOLF CAMERA	Registered		2366168
Country United States of America			11-Jul-2000
WOLF CAMERA	Registered		2459374
Country United States of America			12-Jun-2001
WOLF CAMERA & IMAGE	Application	77/841249	
Country United States of America			
WOLF CAMERA & VIDEO	Registered		1990017
Country United States of America			30-Jul-1996
WOLF CAMERA (STYLIZED)	Registered	75921285	2654757
Country United States of America		16-Feb-2000	26-Nov-2002
WOLF UNIVERSITY	Registered	76199042	2661758
Country United States of America		24-Jan-2001	17-Dec-2002
WOLFCAMERA.COM	Registered	76199054	2661759
Country United States of America		24-Jan-2001	17-Dec-2002
WOLFEXPRESS	Registered		2428387
Country United States of America			13-Feb-2001

PATENT REGISTRATIONS

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

SCHEDULE - 1

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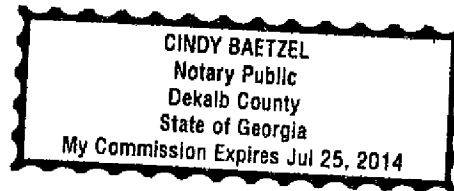
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Georgia : SS
COUNTY OF Fulton :

On this 22 of December, 2010, before me personally appeared Jeff Israel, 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.

Cindy Baetzel

Notary Public
My Commission Expires: Jul 25, 2014



(ACKNOWLEDGEMENT TO TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT)

TRADEMARK
REEL: 004450 FRAME: 0680

POWER OF ATTORNEY

RITZ CAMERA & IMAGE, L.L.C., a Delaware limited liability company (the “Grantor”), hereby authorizes **CRYSTAL FINANCIAL, LLC**, its successors and assigns, and any officer or agent thereof (collectively, “Agent”), as agent for the Lenders under that certain 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 December 24, 2010 (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.

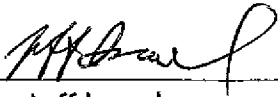
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

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.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

RITZ CAMERA & IMAGE, L.L.C.

By: 
Name: Jeff Israel
Title: Vice President-General Counsel

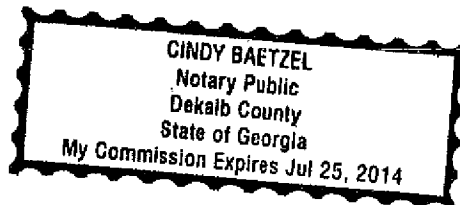
[SIGNATURE PAGE TO POWER OF ATTORNEY]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Georgia : SS
COUNTY OF Fulton :

On this 22 of December, 2010, before me personally appeared Jeff Israel, 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.

Cindy Baetzel
Notary Public
My Commission Expires: Jul 25, 2014



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