

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                 | Formerly | Execution Date | Entity Type           |
|----------------------|----------|----------------|-----------------------|
| Bella Pictures, Inc. |          | 01/26/2011     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                          |                                     |
|--------------------------|-------------------------------------|
| <b>Name:</b>             | Bella Pictures Holdings, LLC        |
| <b>Street Address:</b>   | 114 Sansome Ct.                     |
| <b>Internal Address:</b> | Floor 3                             |
| <b>City:</b>             | San Francisco                       |
| <b>State/Country:</b>    | CALIFORNIA                          |
| <b>Postal Code:</b>      | 94104                               |
| <b>Entity Type:</b>      | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 8**

| Property Type        | Number  | Word Mark            |
|----------------------|---------|----------------------|
| Registration Number: | 3615079 | BELLA PICTURES       |
| Registration Number: | 3121547 | BELLA                |
| Registration Number: | 3032996 | BELLA PICTURES       |
| Registration Number: | 3615080 | BELLA PICTURES       |
| Registration Number: | 3622751 | CAFE BELLA           |
| Registration Number: | 3760356 | STUDIO BLUE          |
| Registration Number: | 3760357 | STUDIO BLUE WEDDINGS |
| Registration Number: | 3760358 | STUDIOBLUE WEDDINGS  |

**CORRESPONDENCE DATA**

Fax Number: (314)480-1505  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 314-480-1500  
 Email: tracey.paterson@huschblackwell.com  
 Correspondent Name: Arkadia Olson/Husch Blackwell LLP

**900188935**

**TRADEMARK**  
**REEL: 004519 FRAME: 0300**

**CH \$215.00 3615079**

Address Line 1: 190 Carondelet Plaza  
Address Line 2: Suite 600  
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER: 712973.3

NAME OF SUBMITTER: Tracey Paterson

Signature: /Tracey Paterson/

Date: 04/11/2011

Total Attachments: 4  
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TRADEMARK ASSIGNMENT

WHEREAS, BELLA PICTURES, INC., a Delaware corporation ("*Assignor*"), is the exclusive owner of the U.S. trademark registrations listed on the attached Schedule A (the "*Trademarks*");

WHEREAS, Assignor desires to sell, transfer, and assign all of Assignor's right, title, and interest in and to the Trademarks, together with all of the goodwill of the business associated with the Trademarks, to BELLA PICTURES HOLDINGS, LLC, a Delaware limited liability company ("*Assignee*"), on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and among the Assignor, Assignee, CPI CORP., a Delaware corporation, and FOUNDATION CAPITAL IV, L.P., a Delaware limited partnership, dated as of the date hereof (the "*Asset Purchase Agreement*"); and

WHEREAS, Assignor wishes to memorialize herein said assignment, transfer and sale of the Trademarks, together with all of the goodwill of the business associated with the Trademarks, to Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration set forth in the Asset Purchase Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto Assignee, its entire right, title and interest in and to the Trademarks, and all of the goodwill associated therewith, and all claims for damages by reason of past or current infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

This agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
as of this 26<sup>th</sup> day of JANUARY, 2011.

ASSIGNOR:

BELLA PICTURES, INC.



By: Mitchell Rhodes  
Its: Chief Executive Officer

ASSIGNEE:

BELLA PICTURES HOLDINGS, LLC

By: CPI CORP., its Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
as of this 26<sup>th</sup> day of January, 2011.

ASSIGNOR:

BELLA PICTURES, INC.

\_\_\_\_\_  
By: Mitchell Rhodes  
Its: Chief Executive Officer

ASSIGNEE:

BELLA PICTURES HOLDINGS, LLC

By: CPI CORP., its Manager



\_\_\_\_\_  
By: RENATO CATALDO  
Its: ~~PRESIDENT AND CHIEF EXECUTIVE OFFICER~~

Schedule A: U.S. Trademark Registrations

| Mark                           | Registration No./Serial No. | Status     |
|--------------------------------|-----------------------------|------------|
| BELLA PICTURES and Design      | 3,615,079                   | Registered |
| BELLA                          | 3,121,547                   | Registered |
| BELLA PICTURES                 | 3,032,996                   | Registered |
| BELLA PICTURES (Stylized)      | 3,615,080                   | Registered |
| CAFE BELLA                     | 3,622,751                   | Registered |
| STUDIO BLUE                    | 3,760,356                   | Registered |
| STUDIO BLUE WEDDINGS           | 3,760,357                   | Registered |
| STUDIOBLUE WEDDINGS (Stylized) | 3,760,358                   | Registered |