

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RITZ CAMERA & IMAGE, L.L.C.		08/19/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	TRANSOM RCI HOLDINGS, LLC
<b>Street Address:</b>	12300 Wilshire Boulevard, Suite 405
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90025
<b>Entity Type:</b>	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**

**900200458**

**REEL: 004610 FRAME: 0039**

**OP \$1365.00 2734510**

Registration Number:	3462049	DISCOVER THE ADVANTAGE!
Registration Number:	1506455	FREQUENT FOTO
Registration Number:	3082475	INKLEY'S
Registration Number:	1757422	KITS CAMERAS
Registration Number:	2904024	OUTER BANKS OUTFITTERS
Registration Number:	3295984	OUTERBANKSOUTFITTERS.COM
Registration Number:	1892467	PHOTRONIC
Registration Number:	1884370	PHOTRONIC DEPOT
Registration Number:	1920118	PHOTRONIC IMAGEINATION CENTER
Registration Number:	1802269	PHOTRONIC IMAGEINATION 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:	3963011	RITZPIX POCKETPIX
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.
Registration Number:	1432357	ULTRAPRINT
Registration Number:	2013418	WOLF CAMERA
Registration Number:	2366168	WOLF CAMERA
Registration Number:	2459374	WOLF CAMERA
Registration Number:	3953161	WOLF CAMERA & IMAGE
Registration Number:	1990017	WOLF CAMERA & VIDEO
Registration Number:	2654757	WOLF CAMERA
Registration Number:	2661758	WOLF UNIVERSITY

	2661759	WOLFCAMERA.COM
Registration Number:	2428387	WOLFEXPRESS
Serial Number:	77842140	INKLEY'S CAMERA & IMAGE
Serial Number:	77842114	KITS CAMERA & IMAGE
Serial Number:	85116750	RITZPIX PHOTO PATROL

**CORRESPONDENCE DATA**

Fax Number: (312)207-6400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-207-1000  
Email: ipdocket-chi@reedsmith.com  
Correspondent Name: Michael E. Bielby Jr.  
Address Line 1: 10 South Wacker Drive  
Address Line 2: Reed Smith, LLP  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Michael E. Bielby Jr.
Signature:	/Michael E. Bielby Jr./
Date:	08/23/2011

Total Attachments: 11  
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## TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (the "Agreement") made as of this 19th day of August, 2011 by **RITZ CAMERA & IMAGE, L.L.C.**, a Delaware limited liability company ("Grantor"), in favor of **TRANSOM RCI HOLDINGS, LLC**, a Delaware limited liability company ("Secured Party").

### WITNESSETH

WHEREAS, Grantor has entered into that certain Security and Pledge Agreement dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Security Agreement") with RCI Investment Holdings, LLC, a Delaware limited liability company ("RCI Holdings") in favor of Secured Party;

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Secured Party 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, patents and copyrights, together with the goodwill of the business symbolized by Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of amounts owing by Grantor under the Ritz Guaranty (as defined in the Security Agreement);

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

1. Incorporation of Security Agreement. The Security 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 Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under and as defined in the Security Agreement, Grantor hereby grants to Secured Party, and hereby reaffirms its prior grant pursuant to the Security 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 1 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 Secured Party.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 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.

5. Subordination and Intercreditor Agreement. The security interest granted to Secured Party pursuant to this Agreement and the exercise of any right or remedy by Secured Party hereunder are subject to the provisions of the Subordination and Intercreditor Agreement dated as of the date hereof among Grantor, RCI Holdings, Baltimore Boulevard Property LLP, Secured Party, Crystal Financial LLC and Crystal Financial SPV LLC.

[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. LINAstra  
Title: MANAGER

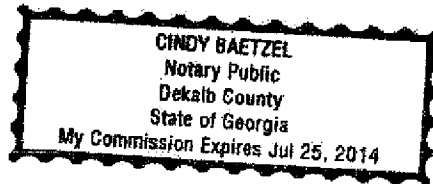
[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT  
SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

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

On this 16<sup>th</sup> of August, 2011, before me personally appeared STEPHEN M. LANASTRA, 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)

Agreed and Accepted  
As of the Date First Written Above

**TRANSOM RCI HOLDINGS, LLC**

By: *Ken Fuld*  
Name: *Ken Fuld*  
Title: *President*

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

**TRADEMARK**  
**REEL: 004610 FRAME: 0046**



**SCHEDULE 1**

**COPYRIGHTS**

<u>Title</u>	<u>Application/Registration No.</u>	<u>Issue Date</u>	<u>Country</u>
Ritzpak: package design	VA0000490098	11/05/1991	USA

**PATENTS**

<u>Title</u>	<u>Application/Registration No.</u>	<u>Issue Date</u>	<u>Country</u>
Ritzpak package design	D342,205	12/14/1993	USA

**TRADEMARK REGISTRATIONS**

<u>Title</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Country</u>
AGAINST THE ELEMENTS	Registered	76444179	2734510	USA
BIG PRINT CENTRAL	Registered	76478340	2920351	USA
BOATER'S WORLD	Registered	76141166	2501978	USA
BOATER'S WORLD DISCOUNT MARINE CENTERS	Registered		1801225	USA
BOATER'S WORLD DISCOUNT MARINE CENTERS & Design	Registered		1798338	USA
BOATER'S WORLD MARINE CENTERS	Registered	76141162	2539818	USA
BOATER'S WORLD MARINE CENTERS & Design	Registered	76590394	2982733	USA
BOATERSWORLD.COM	Registered	76172681	2509768	USA
BOATING MADE BETTER!	Registered	78810809	3219796	USA
CAMERA WORLD	Registered		1217990	USA
CAMERAWORLD.COM	Registered		2477780	USA
CAPTAIN'S CLUB	Registered	78594154	3147806	USA
CAPTURE YOUR WORLD	Registered	76526833	2920412	USA
DEAN'S	Registered	72436940	0970423	USA
DISCOVER THE ADVANTAGE!	Registered	77339738	3462049	USA
FREQUENT FOTO	Registered		1506455	USA

<u>Title</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Country</u>
INKLEY'S	Registered	78617896	3082475	USA
INKLEY'S CAMERA & IMAGE	Application	77/842140		USA
KITS CAMERA & IMAGE	Application	77/842114		USA
KITS CAMERAS (AND DESIGN)	Registered	74279399	1757422	USA
OUTER BANKS OUTFITTERS (AND	Registered	75282966	2904024	USA
OUTERBANKSOUTFITTERS.COM	Registered	76578953	3295984	USA
PHOTRONIC	Registered		1892467	USA
PHOTRONIC DEPOT	Registered		1884370	USA
PHOTRONIC IMAGEINATION CENTER	Registered		1920118	USA
PHOTRONIC IMAGEINATION CENTER	Registered		1802269	USA
POWERBOAT DESIGN	Registered	76436794	2793999	USA
PROEX	Registered		1883995	USA
QUANTARAY	Registered		1527912	USA
RITZ ACCESS PHOTO (Stylized) & Design	Registered		3853048	USA
RITZ BIG PRINT	Registered		1590387	USA
RITZ CAMERA	Registered		1594588	USA
RITZ CAMERA & IMAGE	Registered		3798922	USA
RITZ INTERACTIVE	Registered	78674039	3212391	USA
RITZCAMERA.COM	Registered	76172682	2509769	USA
RITZCAMERA.COM & ELECTRONICS	Registered	77228960	3397919	USA
RITZELECTRONICS.COM	Registered	78674161	3114215	USA
RITZPIX	Registered	76352542	2704028	USA
RITZPIX PHOTO PATROL	Application	85/116750		USA
RITZPIX POCKETPIX	Registered	77/945551	3,963,011	USA
SEA BOWLD	Registered	76433932	2702558	USA
SHARE. DISPLAY. SAVE.	Registered		3850090	USA
THE BOAT HOUSE AT BOATER'S WORLD & Design	Registered	77339689	3462047	USA
THE CAMERA SHOP INC (DESIGN)	Registered	78678108	3141557	USA

<u>Title</u>	<u>Status</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Country</u>
ULTRAPRINT	Registered		1,432,357	USA
WOLF CAMERA	Registered		2013418	USA
WOLF CAMERA	Registered		2366168	USA
WOLF CAMERA	Registered		2459374	USA
WOLF CAMERA & IMAGE	Registered	77/841249	3,953,161	USA
WOLF CAMERA & VIDEO	Registered		1990017	USA
WOLF CAMERA (STYLIZED)	Registered	75921285	2654757	USA
WOLF UNIVERSITY	Registered	76199042	2661758	USA
WOLFCAMERA.COM	Registered	76199054	2661759	USA
WOLFEXPRESS	Registered		2428387	USA

## POWER OF ATTORNEY

**RITZ CAMERA & IMAGE, L.L.C.**, a Delaware limited liability company (the "Grantor"), hereby authorizes **TRANSOM RCI HOLDINGS, LLC**, its successors and assigns, and any officer or agent thereof (collectively, "Secured Party") with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Secured Party to enforce and effectuate its rights under that certain Trademark, Patent and Copyright Security Agreement between Grantor and Agent dated as of August 19, 2011 (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 Secured Party 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 Trademark, Patent and Copyright Security Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Trademark, Patent and Copyrights Security Agreement.

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: **STEPHEN M. LAMAstra**  
Title: **MANAGER**

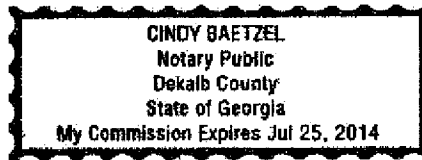
[SIGNATURE PAGE TO POWER OF ATTORNEY]

**COMPANY ACKNOWLEDGEMENT**

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

On this 16<sup>th</sup> of August, 2011, before me personally appeared STEPHEN M. LAMASTRA, 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 Cindy Baetzel  
My Commission Expires: Jul 25, 2014



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