

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Supplement No. 2 To The Trademark, Patent and Copyright Security Agreement Dated as of December 24, 2010														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Ritz Camera & Image, L.L.C.</td> <td></td> <td>03/21/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Ritz Camera & Image, L.L.C.		03/21/2012	LIMITED LIABILITY COMPANY: DELAWARE				
Name	Formerly	Execution Date	Entity Type												
Ritz Camera & Image, L.L.C.		03/21/2012	LIMITED LIABILITY COMPANY: DELAWARE												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Crystal Financial LLC</td> </tr> <tr> <td>Street Address:</td> <td>Two International Place, 17th Floor</td> </tr> <tr> <td>City:</td> <td>Boston</td> </tr> <tr> <td>State/Country:</td> <td>MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td>02110</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	Crystal Financial LLC	Street Address:	Two International Place, 17th Floor	City:	Boston	State/Country:	MASSACHUSETTS	Postal Code:	02110	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	Crystal Financial LLC														
Street Address:	Two International Place, 17th Floor														
City:	Boston														
State/Country:	MASSACHUSETTS														
Postal Code:	02110														
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE														
PROPERTY NUMBERS Total: 2															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>73794497</td> <td>RITZ BLITZ</td> </tr> <tr> <td>Serial Number:</td> <td>85234210</td> <td>RITZPIX SCAN MAN PHOTO</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	73794497	RITZ BLITZ	Serial Number:	85234210	RITZPIX SCAN MAN PHOTO			
Property Type	Number	Word Mark													
Serial Number:	73794497	RITZ BLITZ													
Serial Number:	85234210	RITZPIX SCAN MAN PHOTO													
CORRESPONDENCE DATA															
<p>Fax Number: (202)739-3001 Phone: 2027395866 Email: fgordon@morganlewis.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Morgan, Lewis & Bockius LLP Address Line 1: 1111 Pennsylvania Avenue, NW Address Line 4: Washington, DISTRICT OF COLUMBIA 20004</p>															
ATTORNEY DOCKET NUMBER:	102508-0014														
NAME OF SUBMITTER:	Felicia D. Gordon														

Signature:	/Felicia D. Gordon/
Date:	03/22/2012
Total Attachments: 6 source=Fully Executed IP Supplement No 2#page1.tif source=Fully Executed IP Supplement No 2#page2.tif source=Fully Executed IP Supplement No 2#page3.tif source=Fully Executed IP Supplement No 2#page4.tif source=Fully Executed IP Supplement No 2#page5.tif source=Fully Executed IP Supplement No 2#page6.tif	

SUPPLEMENT NO. 2
TO THE TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT
DATED AS OF DECEMBER 24, 2010

WHEREAS, pursuant to the terms of that certain Credit and Security Agreement, dated as of December 24, 2010 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Ritz Camera & Image, L.L.C., a Delaware limited liability company (the "Pledgor"), and each other Person joined thereto as a borrower from time to time, the financial institutions party thereto from time to time (the "Lenders") and Crystal Financial LLC as agent for the Lenders (the "Agent"), the Lenders have agreed to make loans to the Pledgor;

WHEREAS, the Pledgor is a party to a Trademark, Patent and Copyright Security Agreement dated as of December 24, 2010 (as the same has been, or may hereafter be, amended or supplemented from time to time, the "IP Security Agreement"), pursuant to which the Pledgor has granted to the Agent (for itself and for the benefit of the Lenders), as security for the Obligations, a continuing security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks (as defined in the IP Security Agreement), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations;

WHEREAS, the Pledgor has acquired or created additional Trademarks since the date of execution of the IP Security Agreement;

WHEREAS, Schedule 1 to the IP Security Agreement does not reflect all Trademarks acquired or created by the Pledgor since the date of execution of the IP Security Agreement;

THEREFORE,

A. The Pledgor does hereby grant to the Agent (for the benefit of itself and the Lenders), as security for the Obligations, a continuing security interest in and to all of Pledgor's right, title and interest in and to each and every Trademark hereby added to Schedule 1 to the IP Security Agreement, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations, all as contemplated by, and as more fully set forth in, the IP Security Agreement.

B. The IP Security Agreement is hereby supplemented, effective as of the date hereof, by supplementing Schedule 1 thereof with Schedule A hereof so as to reflect all of the Trademarks in and to which the Pledgor has granted a continuing security interest to the Agent (for the benefit of itself and the Lenders) pursuant to the terms of the IP Security Agreement and the Credit Agreement:

Except as expressly supplemented hereby, the IP Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the IP Security Agreement, the terms "Agreement," "this Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the IP Security Agreement as supplemented by this Supplement.

Except as expressly supplemented hereby, the IP Security Agreement, all documents contemplated thereby and any previously executed Supplements thereto, are each hereby confirmed and ratified by the Pledgor.

The execution and filing of this Supplement, and the addition of the Trademarks and Trademark licenses set forth herein are not intended by the parties to derogate from, or extinguish, any of the Agent's rights or remedies under (i) the IP Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Pledgor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Pledgor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

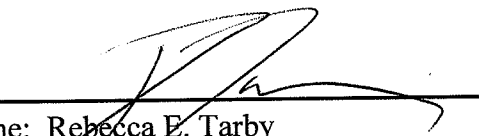
IN WITNESS WHEREOF, the Pledgor has caused this Supplement No. 2 to the IP Security Agreement to be duly effective as of March 21, 2012.

RITZ CAMERA & IMAGE, L.L.C.

By: 
Name: Stephen M. LaMastra
Title: President

ACCEPTED:

CRYSTAL FINANCIAL LLC,
as Agent

By: 
Name: Rebecca E. Tarby
Title: Managing Director

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

On 3/19/12 before me, CINDY BAETZEL, a notary public in and for the State of GEORGIA
DATE NAME

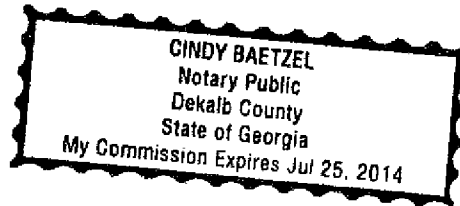
personally appeared Stephen M. LaMastra,
NAME OF SIGNER

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of GEORGIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cindy Baetzel
Signature of Notary Public



SCHEDULE A

TRADEMARKS

A. Trademarks

<u>Trademark Name</u>	<u>Registrant</u>	<u>Jurisdiction;</u> <u>Registration No.</u>	<u>Registration Date</u>
RITZ BLITZ	Pledgor	United States 73794497	Registered August 7, 1990
RITZPIX SCANMAN PHOTO	Pledgor	United States 85234210	Registered February 7, 2012