

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ritz Camera & Image, L.L.C.		03/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	RCI Capital Holdings, LLC
Street Address:	12300 Wilshire Boulevard, Suite 405
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 55		
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

OP \$1390.00 2734510

Registration Number:	3462049	DISCOVER THE ADVANTAGE!
Registration Number:	1506455	FREQUENT FOTO
Registration Number:	3082475	INKLEY'S
Registration Number:	4027451	INKLEY'S CAMERA & IMAGE
Registration Number:	4014340	KITS CAMERA & IMAGE
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:	1609041	RITZ BLITZ
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:	4097118	RITZPIX SCAN MAN PHOTO
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:	3953161	WOLF CAMERA & IMAGE
Registration Number:	1990017	WOLF CAMERA & VIDEO

	2366168	WOLF CAMERA
Registration Number:	2654757	WOLF CAMERA
Registration Number:	2661758	WOLF UNIVERSITY
Registration Number:	2661759	WOLFCAMERA.COM
Serial Number:	85503899	CAMERA WORLD
Serial Number:	85116750	RITZPIX PHOTO PATROL

CORRESPONDENCE DATA

Fax Number: (310)734-5299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 1-310-734-5404
Email: idocket-chi@reedsmith.com
Correspondent Name: Ernesto A. Ocampo
Address Line 1: 1901 Avenue of the Stars, Suite 700
Address Line 2: Reed Smith, LLP
Address Line 4: Los Angeles, CALIFORNIA 90067-6078

NAME OF SUBMITTER:	Ernie A. Ocampo
Signature:	/Ernie A. Ocampo/
Date:	04/03/2012

Total Attachments: 12
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TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (the "Agreement") made as of this 21st day of March, 2012 by RITZ CAMERA & IMAGE, L.L.C., a Delaware limited liability company ("Grantor"), in favor of RCI CAPITAL HOLDINGS, LLC ("Lender").

W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Credit and Security Agreement by and among RCI Investment Holdings, LLC, a Delaware limited liability company ("Holdings"), Ritz Interactive, LLC, a Delaware limited liability company ("Interactive"), and Grantor, as borrowers ("Borrowers"), and Lender 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 Borrowers by Lender;

WHEREAS, Grantor has granted to Lender 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 Lender 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 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 Lender.

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 Agreements. 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 Amended and Restated Subordination and Intercreditor Agreement dated as of the date hereof among Grantor, Holdings, Interactive, Transom RCI Investment Holdings, LLC, Baltimore Boulevard Property LLP, Secured Party, Crystal Financial LLC and Crystal Financial SPV LLC and the Subordination and Intercreditor Agreement dated as of the date hereof among Grantor, Holdings, Interactive, Transom RCI Investment Holdings, LLC, Baltimore Boulevard Property LLP and Secured Party.

[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. LaMastra
Title: President

Agreed and Accepted
As of the Date First Written Above

RCI CAPITAL HOLDINGS, LLC,

By: _____
Name:
Title:

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

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**TRADEMARK
REEL: 004747 FRAME: 0900**

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. LaMastra

Title: President

Agreed and Accepted
As of the Date First Written Above

RCI CAPITAL HOLDINGS, LLC,

By: Ken Field
Name: Ken Field
Title: President

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

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TRADEMARK
REEL: 004747 FRAME: 0901

SCHEDULE 1

Patents:

Title	Application/Patent No.	Issue Date	Country
Ritzpak package design	D342,205	12/14/1993	United States

Trademarks and Servicemarks:

Trademark Name	Status	Application Number	Registration
AGAINST THE ELEMENTS	Registered	76444179	2734510
Country United States of America		27-Aug-2002	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	74326673	1801225
Country United States of America		29-Oct-1992	26-Oct-1993
BOATER'S WORLD DISCOUNT MARINE CENTERS (AND DESIGN)	Registered	74326672	1798338
Country United States of America		29-Oct-1992	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 (AND 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	Application	85503899	
Country United States of America		27-Dec-2011	
CAMERA WORLD (AND DESIGN)	Registered	73216863	1217990

SCHEDULE -1

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**TRADEMARK
REEL: 004747 FRAME: 0902**

Trademark Name	Status	Application Number	Registration
Country United States of America		24-May-1979	30-Nov-1982
CAMERA WORLD.COM	Registered	76055099	2477780
Country United States of America		23-May-2000	14-Aug-2001
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	73708997	1506455
Country United States of America		1-Feb-1988	27-Sep-1988
INKLEY'S	Registered	78617896	3082475
Country United States of America		27-Apr-2005	18-Apr-2006
INKLEY'S CAMERA & IMAGE	Registered	77842140	4027451
Country United States of America		6-Oct-2009	20-Sep-2011
KITS CAMERA & IMAGE	Registered	77842114	4014340
Country United States of America		6-Oct-2009	23-Aug-2011
KITS CAMERAS (AND DESIGN)	Registered	74279399	1757422
Country United States of America		29-May-1992	09-Mar-1993
OUTER BANKS OUTFITTERS (AND DESIGN)	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	74503856	1892467
Country United States of America		18-Mar-1994	02-May-1995
PHOTRONIC DEPOT	Registered	74372432	1884370
Country United States of America		29-Mar-1993	14-Mar-1995
PHOTRONIC IMAGINATION CENTER	Registered	74569110	1920118
Country United States of America		2-Sep-1994	19-Sep-1995
PHOTRONIC IMAGINATION CENTER	Registered	74326665	1802269
Country United States of America		29-Oct-1992	02-Nov-1993
POWERBOAT DESIGN	Registered	76436794	2793999

SCHEDULE - 1

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TRADEMARK
REEL: 004747 FRAME: 0903

Trademark Name	Status	Application Number	Registration
Country United States of America		02-Aug-2002	16-Dec-2003
PROEX	Registered	74450821	1883995
Country United States of America		25-Oct-1993	14-Mar-1995
QUANTARAY	Registered	73714571	1527912
Country United States of America		3-Mar-1988	07-Mar-1989
RITZ ACCESS PHOTO (Stylized) & Design	Registered	77935631	3853048
Country United States of America		15-Feb-2010	28-Sep-2010
RITZ BIG PRINT	Registered	73785747	1590387
Country United States of America		9-Mar-1989	10-Apr-1990
RITZ BLITZ	Registered	73794497	1609041
Country United States of America		20-Apr-1989	07-Aug-1990
RITZ CAMERA	Registered	73790158	1594588
Country United States of America		10-Mar-1989	01-May-1990
RITZ CAMERA & IMAGE	Registered	77841204	3798922
Country United States of America		5-Oct-2009	08-Jun-2010
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
RITZELECTRONICS.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
RITZPIX PHOTO PATROL	Application	85116750	
Country United States of America		26-Aug-2010	
RITZPIX POCKETPIX	Registered	77945551	3963011
Country United States of America		26-Feb-2010	May 17, 2011
RITZPIX SCAN MAN PHOTO	Registered	85234210	4097118
Country United States of America		4-Feb-2011	07-Feb-2012
SEA BOWLD	Registered	76433932	2702558
Country United States of America		24-Jul-2002	01-Apr-2003
SHARE. DISPLAY. SAVE.	Registered	77956598	3850090

SCHEDULE - 1

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TRADEMARK
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Trademark Name	Status	Application Number	Registration
Country United States of America		11-Mar-2010	21-Sep-2010
THE BOAT HOUSE AT BOATER'S WORLD (AND DESIGN)	Registered	77339689	3462047
Country United States of America		29-Nov-2007	08-Jul-2008
THE CAMERA SHOP INC (AND DESIGN)	Registered	78678108	3141557
Country United States of America		26-Jul-2005	12-Sep-2006
ULTRAPRINT	Registered	73574027	1432357
Country United States of America		18-Dec-1985	10-Mar-1987
WOLF CAMERA	Registered	74717994	2013418
Country United States of America		21-Aug-1995	05-Nov-1996
WOLF CAMERA (AND DESIGN)	Registered	75708263	2366168
Country United States of America		17-May-1999	11-Jul-2000
WOLF CAMERA & IMAGE	Registered	77/841249	3953161
Country United States of America		5-Oct-2009	03-May-2011
WOLF CAMERA & VIDEO	Registered	74717995	1990017
Country United States of America		21-Aug-1995	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

Copyrights:

Title	Application/Registration No.	Issue Date	Country
Ritzpak package design	VA0000490098	1991-11-05	USA

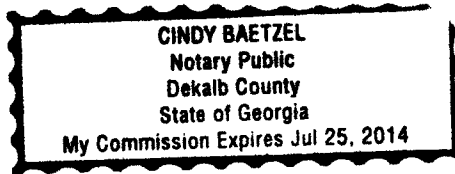
COMPANY ACKNOWLEDGMENT

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

On this *19th* of March, 2012, before me personally appeared Stephen M. LaMastra, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Ritz Camera & Image, L.L.C., a Delaware limited liability company, that 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 he desires the same to be recorded as such.

C. Baetzel

Notary Public
My Commission Expires: *July 25, 2014*



(ACKNOWLEDGEMENT TO TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT)

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TRADEMARK
REEL: 004747 FRAME: 0906

POWER OF ATTORNEY

RITZ CAMERA & IMAGE, L.L.C., a Delaware limited liability company (the “Grantor”), hereby authorizes **RCI CAPITAL HOLDINGS, LLC**, its successors and assigns, and any officer or agent thereof (collectively, “Lender”), as lender under that certain Credit and Security Agreement among RCI Investment Holdings, LLC, a Delaware limited liability company (“Holdings”), Ritz Interactive, LLC, a Delaware limited liability company (“Interactive”), and Grantor, as borrowers (“Borrowers”), and Lender dated as of March 21, 2012 (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 Lender to enforce and effectuate its rights under that certain Trademark, Patent and Copyright Security Agreement between Grantor and Lender dated as of March 21, 2012 (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 Lender 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: Stephen M. LaMastra
Title President

[SIGNATURE PAGE TO POWER OF ATTORNEY]

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TRADEMARK
REEL: 004747 FRAME: 0908

COMPANY ACKNOWLEDGMENT

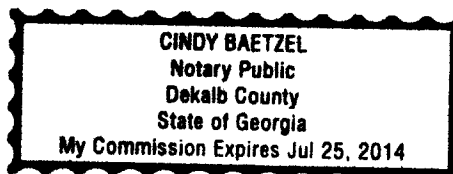
UNITED STATES OF AMERICA :
STATE OF GEORGIA : SS
COUNTY OF FULTON :

On this 19th of March, 2012, before me personally appeared Stephen M. LaMastra, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Ritz Camera & Image, L.L.C., a Delaware limited liability company, that 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 he desires the same to be recorded as such.

C. J. Baetzel

Notary Public

My Commission Expires: July 25, 2014



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

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RECORDED: 04/03/2012

TRADEMARK
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