

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	SUPPLEMENT TO THE TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT DATED AS OF AUGUST 19, 2011																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
<p>Fax Number: (310)734-5299  <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>Phone: 310-734-5404        Email: ipdocket-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</p>																											
NAME OF SUBMITTER:	Ernie A. Ocampo																										
Signature:	/Ernie A. Ocampo/																										

OP \$65.00 73794497

Date:

04/06/2012

**Total Attachments: 6**

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SUPPLEMENT  
TO THE TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT  
DATED AS OF AUGUST 19, 2011

WHEREAS, Ritz Camera & Image, L.L.C., a Delaware limited liability company (“Grantor”) has entered into that certain Security and Pledge Agreement, dated as of August 19, 2011 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement”), with RCI Investment Holdings, LLC, a Delaware limited liability company (“RCI Holdings”) in favor of Transom RCI Holdings, LLC, a Delaware limited liability company (the “Secured Party”);

WHEREAS, Grantor is a party to a Trademark, Patent and Copyright Security Agreement dated as of August 19, 2011 (as the same has been, or may hereafter be, amended or supplemented from time to time, the “IP Security Agreement”), pursuant to which the Grantor has granted to Secured Party, as security for the Obligations (as defined in the Security Agreement), a continuing security interest in and to all personal property of the Grantor including, without limitation, all right, title and interest of the Grantor in, to and under all of the Grantor’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 Grantor, 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 Grantor 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 Grantor since the date of execution of the IP Security Agreement;

THEREFORE,

A. The Grantor does hereby grant to the Secured Party, as security for the Obligations, a continuing security interest in and to all of Grantor’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 Grantor has granted a continuing security interest to the Secured Party pursuant to the terms of the IP Security Agreement and the Security 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 Grantor.

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 Secured Party'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 Grantor 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 Grantor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Supplement 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:

TRANSOM RCI HOLDINGS, LLC

By: Ken Firtel  
Name: Ken Firtel  
Title: President

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

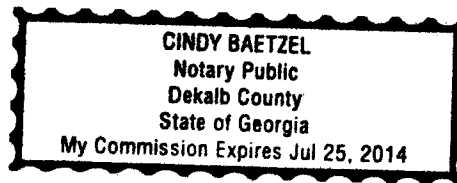
personally appeared Stephen M. LaMastra,  
NAME OF SIGNER

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