

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
Consumer Programs Incorporated		08/30/2010	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Bank of America, N.A. as Administrative Agent
Street Address:	800 Market Street, 13th Floor
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85123160	SHOOTING STARS PORTRAIT STUDIO
Serial Number:	85395874	FOTONET.COM
Serial Number:	85395872	FOTONET
Serial Number:	85395868	PHOTONET.COM
Serial Number:	85395863	PHOTONET

CORRESPONDENCE DATA

Fax Number: 3142592020
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 314-259-2000
 Email: susan.murphy@bryancave.com
 Correspondent Name: BRYAN CAVE LLP
 Address Line 1: 211 North Broadway, Suite 3600
 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0334925
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CH \$140.00 85123160

NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	06/27/2012
Total Attachments: 4 source=Executed Consumer Programs Incorporated Trademark Security#page1.tif source=Executed Consumer Programs Incorporated Trademark Security#page2.tif source=Executed Consumer Programs Incorporated Trademark Security#page3.tif source=Executed Consumer Programs Incorporated Trademark Security#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of August 30, 2010, and is by Consumer Programs Incorporated, a Missouri corporation (the "Grantor"), in favor of Bank of America, N.A. in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. CPI Corp., a Delaware corporation ("Borrower") has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrower and/or its subsidiaries, including Grantor.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, and trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by, and all obligations and liabilities of, the Grantor under the Credit Agreement, the Guaranty and Collateral Agreement and the other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to

in Schedule 1 (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");

This security interest and lien is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles, except that the provisions of this Agreement pertaining to the creation or perfection of Liens or the enforcement of rights of Administrative Agent in the Trademark Collateral located in a state other than the State of Missouri shall be governed by the laws of such state.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Consumer Programs Incorporated,
a Missouri corporation

By: *Dale Heins*
Name: *Dale Heins*
Title: *Treasurer*

Acknowledged:

Bank of America, N.A.
as Administrative Agent

By: *TAM*
Print Name: *Troy A. McLendon*
Title: *Vice President*

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
Trademarks, and Trademark Applications

Mark	Application (Serial)/ Registration No.	Date of Filing/Registration
BIG SHOTS	Reg. No. 3578011	2/17/09
CHURCH FAMILY ALBUMS	Reg. No. 1459748	9/29/87
PORTRAIT CREATIONS	Reg. No. 2041189	2/25/97
PORTRAIT CREATIONS	Reg. No. 2159873	5/26/98
GOPORTRAITS	Reg. No. 2951977	5/17/05
DESIGN ONLY	Reg. No. 1976759	5/28/96
CATCH THE MAGIC	Reg. No. 2839174	5/4/04
EVERY DAY EXPRESSIONS	Reg. No. 2846671	5/25/04
GOPORTRAITS	Reg. No. 3734148	1/5/2010
PICTUREME PORTRAIT STUDIOS	Reg. No. 3518404	10/14/08
PICTUREME! PORTRAIT STUDIOS	Reg. No. 3525933	10/28/08
SMILE SAVER	Reg. No. 3031746	12/20/05
DESIGN ONLY	Reg. No. 2850834	6/8/04
CHURCH FAMILY ALBUMS	Reg. No. 1459761	9/29/87
MAINSTREET PORTRAITS	Reg. No. 1932275	10/31/95
PCA	Reg. No. 938234	7/18/72
EVERYDAY EXPRESSIONS	Serial No. 77-969279	3/26/2010
TIMESAVER	Serial No. 77-144986	3/30/07
PORTRAIT GALLERY PG PROFESSIONAL PORTRAIT STUDIOS	Serial No. 77-229016	7/13/07
BABYHOOD	Serial No. 85-098126	8/2/2010