

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct & release the previously recorded assignment against #76/168212 recorded at Reel 002400 / Frame 0402 (should have been filed on #76/169212)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		05/14/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Richard Klang
Street Address:	3 Newbridge Road
City:	Hicksville
State/Country:	NEW YORK
Postal Code:	11801
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76168212	WHERE THE UNINHIBITED SHOP

CORRESPONDENCE DATA

76/169,212

Fax Number: 7044448847
Phone: 704-343-2278

TRADEMARK

Email: ksaltrick@mcguirewoods.com

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

Correspondent Name: McGuireWoods LLP

Address Line 1: 201 North Tryon Street

Address Line 2: Attn: R.Cramer/K.Saltrick

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	REMBRANDT / 4452178-0000
NAME OF SUBMITTER:	Robert W. Cramer, Esq. /McGuireWoods LLP
Signature:	/Robert W. Cramer/
Date:	05/14/2012

Total Attachments: 9

source=BOA Correction and Release - Trademark Office#page1.tif
source=BOA Correction and Release - Trademark Office#page2.tif
source=BOA Correction and Release - Trademark Office#page3.tif
source=BOA Correction and Release - Trademark Office#page4.tif
source=BOA Correction and Release - Trademark Office#page5.tif
source=BOA Correction and Release - Trademark Office#page6.tif
source=BOA Correction and Release - Trademark Office#page7.tif
source=BOA Correction and Release - Trademark Office#page8.tif
source=BOA Correction and Release - Trademark Office#page9.tif

RECEIPT INFORMATION

ETAS ID: TM234925
Receipt Date: 05/14/2012
Fee Amount: \$40

FORM PTO-1618A
Expires 06/30/08
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

11-29-2001



101903352

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11-29-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other _____

Effective Date
Month Day Year
03-21-01

Conveying Party

Mark if additional names of conveying parties attached

Name Rembrandt Photo Services

Execution Date
Month Day Year
03-21-01

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, N.A., as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 100 North Tryon Street, 13th Floor

Address (line 2) Bank of America Corporate Center

Address (line 3) Charlotte
City

North Carolina, USA
State/Country

28255
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other National Banking Association

Citizenship/State of Incorporation/Organization _____

11/29/2001 DBYKHE 00000156-74671847

FOR OFFICE USE ONLY

01 FC1481
02 FC1482

40.00 OP
125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002190 TRADEMARK 0402

REEL: 004828 FRAME: 0499

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)		Registration Number(s)	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

See EXHIBIT A attached hereto and incorporated herein by reference.

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

REMBRANDT PHOTO SERVICES

By: Howard Roeder

[Signature]

9/21/01

Name of Person Signing

Signature

Date Signed

EXHIBIT A - TRADEMARKS

Trademark Number	Date
74/671,847	March 17, 1998
76/049,345	May 16, 2000
76/095,668	July 11, 2000
76/086,878	July 11, 2000
76/168,212	November 21, 2000
76/205,146	February 2, 2001

incorrect #, should have been:

76/169,212

TRADEMARK

REEL: 0024 TRADEMARK 404

REEL: 004828 FRAME: 0501

**CORRECTION AND RELEASE OF SECURITY INTEREST
IN UNITED STATES TRADEMARK**

This **CORRECTION AND RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARK** ("Release") is made by **BANK OF AMERICA, N.A.** ("Assignee") pursuant to the Security Agreement as defined hereunder.

WHEREAS, **REMBRANDT PHOTO SERVICES** ("Assignor") granted a security interest in **U.S. Trademark Serial Number 76/168,212, Registration Number: 260048, Title: WHERE THE UNINHIBITED SHOP** (the "Trademark"), to the pursuant to a certain Amended and Restated Pledge and Security Agreement dated as of December 18, 1998 (the "Security Agreement"), made by Assignor to Assignee, as agent (as amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, an Assignment of Security Interest in United States Patents and Trademarks (the "Assignment") was filed for the Trademark with the United States Patent and Trademark Office ("USPTO") on November 29, 2001 in Reel: 002400 at Frame: 0402.

WHEREAS, Schedule A to the Security Agreement and to the Assignment listed the Trademark in error. Assignor was not the rightful owner of the Trademark. Attached as Exhibit A is a copy of the recorded document from the USPTO showing corrections to Schedule A to the Security Agreement.

WHEREAS, the rightful owner of the Trademark is Richard Klang, with an address of 3 Newbridge Road, Hicksville, New York 11801.

WHEREAS, the Assignee confirms the security interest was filed on the incorrect Trademark and that the security interest should have been filed on Trademark Serial Number 76/169,212, and has agreed to file a corrective assignment to correct the error and to terminate and release its security interest in, and discharge fully its lien on, the Trademark, and convey the Trademark to the rightful owner, as herein provided.

NOW, THEREFORE, for valuable consideration, the Assignee hereby terminates, discharges and releases all mortgages, liens and security interests granted to the Assignee in the Trademark.

Dated: May 14, 2012.

BANK OF AMERICA, N.A., as Agent

By: 

Name: Jay T. Wampler

Title: Managing Director

EXHIBIT A
Copy of the original Recorded Assignment
Recorded on November 29, 2001 at Reel 002400 Frame 0402

See attached.

38297036 2

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, REMBRANDT PHOTO SERVICES, a California corporation (the "Assignor"), having its chief executive office at 6049 E. Slauson Avenue, City of Commerce, California 90040, hereby assigns and grants to BANK OF AMERICA, N.A., successor to NationsBank of Texas, N.A., as agent (the "Agent"), with offices at Bank of America Corporate Center, 100 North Tryon Street, 13th Floor, Charlotte, North Carolina 28255, for the benefit of the Secured Parties under the Security Agreement (defined below), a security interest in (all of which are herein collectively referred to as the "PTO Collateral" (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents and patent applications set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Amended and Restated Pledge and Security Agreement, dated as of December 18, 1998, among the Assignor, the Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the agent shall execute, acknowledge, and deliver to the Agent an instrument in writing releasing the security interest in the PTO Collateral acquired under this Agreement.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties under and as defined in the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of the 21st
day of March, 2001.

REMBRANDT PHOTO SERVICES, as Assignor

By: [Signature]
Name: Howard Roeder
Title: President

BANK OF AMERICA, N.A., successor to
NationsBank of Texas, N.A. as Agent

By: [Signature]
Name: CURT LUBCOCK
Title: VICE PRESIDENT

SCHEDULE A - TRADEMARKS

Trademark Number	Date
74/671,847	March 17, 1998
76/049,345	May 16, 2000
76/095,668	July 11, 2000
76/086,878	July 11, 2000
76/168,212	November 21, 2000
76/205,146	February 2, 2001

Incorrect #, should have been:

76/169, 212

SCHEDULE B - PATENTS

Patent Number	Date
6,145,882	November 14, 2000
D381,703	July 29, 1997
D359,841	June 27, 1995
D367,580	March 5, 1996
D367,581	March 5, 1996
D394,959	June 9, 1998
D407,119	March 23, 1999
60/198288	April 11, 2000