

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPP Acquisition, Inc.		12/17/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors LLC, as administrative agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2394410	THE PICTURE PEOPLE	
Registration Number:	3120120	EVERYDAY SMILER CLUB	
Registration Number:	3997937	PICTURE PEOPLE	
Registration Number:	3120122	PREMIER SMILER CLUB	
Registration Number:	2412495	THE PICTURE PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	36942000010		

CH \$140.00 2394410

NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	12/19/2012
Total Attachments: 5 source=36942.00.0010 - Trademark Security Agreement#page1.tif source=36942.00.0010 - Trademark Security Agreement#page2.tif source=36942.00.0010 - Trademark Security Agreement#page3.tif source=36942.00.0010 - Trademark Security Agreement#page4.tif source=36942.00.0010 - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 17th day of December, 2012, by TPP ACQUISITION, INC., a Delaware corporation (the "Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS LLC, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantor, and/or certain of its affiliates, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, and/or certain of its affiliates, by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantor agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, 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, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit 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. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, 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

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Pages Follow]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

TPP ACQUISITION, INC., a Delaware corporation

By: _____

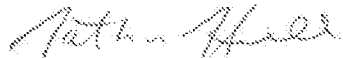
John W. Johnson
President

(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT
ADVISORS LLC

By: 
Nathan Harrell
Vice President

Schedule A – Trademarks

Grantor	Trademark Number	Trademark Registration Number	Date of Application	Date of Registration
TPP Acquisition Inc.	Ser No: 75533723	Reg No: 2394410	Filing Date: 08/10/1998	Reg Date: 10/10/2000
TPP Acquisition Inc.	Ser No: 78676480	Reg No: 3120120	Filing Date: 07/22/2005	Reg Date: 07/25/2006
TPP Acquisition Inc.	Ser No: 200539975	Reg No: 200539975	Filing Date: 09/21/2005	Reg Date: 09/21/2005
TPP Acquisition Inc.	Ser No: 85209542	Reg No: 3997937	Filing Date: 01/03/2011	Reg Date: N/A
TPP Acquisition Inc.	Ser No: 735683	Reg No: 735683	Filing Date: 09/15/2005	Reg Date: 03/16/2006
TPP Acquisition Inc.	Ser No: 575072005	Reg No: 539132	Filing Date: 09/15/2005	Reg Date: 09/15/2005
TPP Acquisition Inc.	Ser No: 200539974	Reg No: 200539974	Filing Date: 09/21/2005	Reg Date: 09/21/2005
TPP Acquisition Inc.	Ser No: 78676499	Reg No: 3120122	Filing Date: 07/22/2005	Reg Date: 07/25/2006
TPP Acquisition Inc.	Ser No: 75883686	Reg No: 2412495	Filing Date: 12/28/1999	Reg Date: 12/12/2000