

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Portrait Innovations, Inc.		04/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	CertusBank, N.A.
Street Address:	750 Brookfield Parkway
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29607
Entity Type:	national banking organization: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2841139	PORTRAIT INNOVATIONS
Registration Number:	3762912	THAT'S A PORTRAIT
Serial Number:	85479269	PORTRAITS.COM

CORRESPONDENCE DATA	
Fax Number:	4044200805
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	704-749-8971
Email:	trademarks@pogolaw.com
Correspondent Name:	Chris Kupec/Bryan Cave LLP
Address Line 1:	301 S. College Street, Suite 3400
Address Line 2:	One Wells Fargo Center
Address Line 4:	Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	C076949.0351336
NAME OF SUBMITTER:	Chris Kupec

CH \$90.00 2841139

Signature:	/Chris Kupec/
Date:	05/03/2013
Total Attachments: 7 source=signed sec agr 0351336#page1.tif source=signed sec agr 0351336#page2.tif source=signed sec agr 0351336#page3.tif source=signed sec agr 0351336#page4.tif source=signed sec agr 0351336#page5.tif source=signed sec agr 0351336#page6.tif source=signed sec agr 0351336#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of April 24, 2013, is made by and between Portrait Innovations, Inc., a Delaware corporation, having a business location at the address set forth below next to its signature ("Debtor"), and CertusBank, N.A., a national banking organization ("Certus"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor, Portrait Innovations Holding Company and Certus are parties to a Loan and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), dated the same date as this Agreement, setting forth the terms on which Certus may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Certus has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Exhibit A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

"Patent and Trademark Collateral" has the meaning given in Section 2.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Certus a continuing security interest (the "Security Interest") in Debtor's Patents and Trademarks and all products

and proceeds thereof (collectively, the "Patent and Trademark Collateral"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Certus herein are granted in furtherance, and not in limitation of, the security interests granted to Certus pursuant to the Loan Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Curtis with respect to the Patent and Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Certus and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Certus to exercise any right, remedy, or option under this Agreement, or delay by Certus in exercising the same, will operate as a waiver thereof. No waiver by Certus will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Certus under this Agreement shall be cumulative. No exercise by Certus of one right or remedy shall be deemed an election, and no waiver by Certus shall be deemed a continuing waiver. All notices to be given to Debtor or Certus under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND CERTUS HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND CERTUS REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED

IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

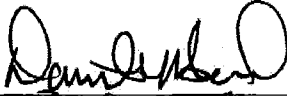
PORTRAIT INNOVATIONS, INC.

By: John Grosso
Name: John Grosso
Title: President

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 005020 FRAME: 0798

CERTUSBANK, N.A.

By: 
Name: David L. Henning
Title: Executive Vice President

[Signature Page to Patent and Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
SYSTEMS AND METHODS FOR PRODUCING PORTRAITS	7580148	August 25, 2009
SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR EVALUATING PHOTOGRAPHIC PERFORMANCE	8065197	November 22, 2011
SYSTEMS AND METHODS FOR PRODUCING PORTRAITS	7193742	March 20, 2007

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Application Number</u>	<u>Filing Date</u>
SYSTEM, METHOD, AND COMPUTER PROGRAM PRODUCT FOR EVALUATING PHOTOGRAPHIC PERFORMANCE	13347271	January 10, 2012

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PORTRAIT INNOVATIONS	2841139	May 11, 2004
THAT'S A PORTRAIT	3762912	March 23, 2010

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
PORTRAITS.COM	85479269	November 22, 2011

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.