

05/22/2014



103667681



TRADEMARK ASSIGNMENT

ASSIGNMENT TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Image Source, Inc.		08/08/2013	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	Lifetouch Portrait Studios Inc.
Street Address:	11000 Viking Drive, Suite 400
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4063880	MY ONLINE PORTRAITS

CORRESPONDENCE DATA

Fax Number: 6123329081
Phone: 612.332.5300
Email: dmattessich@merchandt Gould.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Danielle I. Mattessich
Address Line 1: Merchant & Gould P.C.
Address Line 2: P.O. Box 2910
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Danielle I. Mattessich

Signature: /daniellemattessich/

Date: 05/20/2014

RE 900285574 MKO 4/8/14

\$40. pd fee

Total Attachments: 5

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

This Amended and Restated Asset Purchase Agreement (this "Agreement") is entered into as of July 30, 2013, between Charles A. Stanziale, Jr. (the "Seller"), as chapter 7 trustee for the bankruptcy estates of the Debtors (defined herein)¹, and Lifetouch Portrait Studios Inc., a Minnesota corporation (the "Buyer"). The Seller and the Buyer may be collectively referred to herein as the "Parties" and each as a "Party."

Recitals

A. CPI Corp., a Delaware corporation ("CPI"); Consumer Programs Incorporated, a Missouri corporation; CPI Canadian Holdings, Inc., a Delaware corporation; CPI Images, L.L.C., a Missouri limited liability company; CPI International Holdings, Inc., a Delaware corporation; Texas Portraits, L.P., a Delaware limited partnership; Centrics Technology, Inc., a Delaware corporation; Image Source Inc., a Missouri corporation; Bella Pictures Holdings, LLC, a Delaware limited liability company; and Sandy Realty Holdings, LLC, a Missouri limited liability company have been engaged in the business of operating professional portrait photography studios in hosted retail locations in the United States and Puerto Rico, including, without limitation, PictureMe Portrait Studios, Sears Portrait Studios, and Kiddie Kandids studios, together with processing facilities that support such studios (the "Business").

B. The Debtors each filed voluntary petitions for relief under chapter 7 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on May 1, 2013.

C. CPI is indebted to the various financial institution parties identified as Lenders (the "Lenders") in that certain Credit Agreement dated August 30, 2010, as amended (the "Credit Agreement"), with respect to principal, accrued interest, fees, expenses, and other liabilities (the "Indebtedness") under the terms of the Credit Agreement and various notes and related documents executed in connection therewith, all as amended from time to time.²

D. To secure payment of the Indebtedness, pursuant to the terms and conditions of that certain Guaranty and Collateral Agreement dated August 30, 2010, as amended, together with that certain Joinder to Guaranty and Collateral Agreement dated May 23, 2012, the Debtors

¹ The jointly administered debtors in these cases are CPI Corp., Bella Pictures Holdings, LLC, Centrics Technology, Inc., Consumer Programs, Inc., Consumer Programs Partner, Inc., CPI Canadian Holdings, Inc., CPI Images, LLC, CPI International Holdings, Inc., CPI Prints Plus, Inc., CPI Research & Development, Inc., CPI Technology Corp., Image Source, Inc., Myportraits.com, Inc., Ridgedale Prints Plus, Inc., Sandy Realty Holdings, LLC, and Texas Portraits, L.P. (collectively, the "Debtors" and each, separately, a "Debtor"). The Debtors' estates shall collectively be referred to as the "CPI Bankruptcy Estates".

² The Buyer acknowledges that the Lenders and Seller have agreed that the Seller shall have sixty (60) days after the filing of the Chapter 7 Trustee's Motion For Entry Of (I) Order Authorizing The Employment Of Logistics International LLC As A Professional Logistical Company To Assist The Chapter 7 Trustee, Nunc Pro Tunc To May 20, 2013, Pursuant To 11 U.S.C. § 363, And (II) Interim And Final Orders Authorizing Chapter 7 Trustee To Obtain Funding Needed To Compensate Logistics International, LLC Pursuant To 11 U.S.C. §§ 105, 362, 363, And 364 And Rule 4001 Of The Federal Rules Of Bankruptcy Procedures to challenge the extent, validity and priority of the Credit Agreement and the Lenders' Loan Documents.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Intellectual Property Assignment Agreement") is made as of August 8, 2013 (the "Effective Date") by Charles A. Stanziale, Jr. (the "Seller"), as chapter 7 trustee for the bankruptcy estates of the Debtors (as defined in the Amended and Restated Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of July 30, 2013, between the Seller and Lifetouch Portrait Studios Inc., a Minnesota corporation (the "Buyer")). Capitalized terms used in this Intellectual Property Assignment Agreement shall have the meanings specified in the Asset Purchase Agreement unless otherwise expressly defined herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Asset Purchase Agreement, the Seller has agreed to sell to the Buyer the Acquired Assets, including all copyrights, patents, domain names, trademarks and trade names, web sites, trade secrets, inventions, know how, customer lists and other customer information, other confidential information and other intellectual property utilized in, related to, or arising from the Business, as well as any customer information available for sale, together with all goodwill associated with any of the Acquired Assets but expressly excluding any Excluded Assets as listed on Exhibit B of the Asset Purchase Agreement (the "Acquired Intellectual Property").

1. Purchase of the Acquired Intellectual Property. On the terms and subject to the conditions of the Asset Purchase Agreement, the Seller does hereby sell, transfer, convey and deliver to the Buyer free and clear of all liens, claims and encumbrances, all of CPI Bankruptcy Estates' right, title and interest in and to the Acquired Intellectual Property, including (i) the trademarks set forth on Exhibit A hereto (the "Trademarks"), and (ii) the domain names set forth on Exhibit B attached hereto (the "Domain Names"), together with all goodwill associated with the Acquired Intellectual Property and all trademark and domain name registrations, applications and renewals in connection therewith and all corresponding foreign applications, corresponding domestic applications including any extensions, continuations, divisionals, continuations-in-part, reissues, reexaminations and post-grant reviews, and all equivalent or similar rights anywhere in the world, stemming from the Acquired Intellectual Property and all claims for damages by reason of present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same. Seller does not warrant that it has any interest in the Trademarks and Domain Names listed on Exhibit A or Exhibit B respectively which lists were supplied by the Buyer.

2. Transfer of Domain Names. Seller hereby agrees to cooperate with Buyer to effectuate the transfer of the Domain Names, in a timely manner by taking all commercially reasonable steps to complete the transfer of the registration of the Domain Names with Buyer and the relevant registrar. Seller agrees to execute such further documents and perform such further acts as may be reasonably required or desirable to carry out such assignment. The transfer of the Domain Names shall be deemed completed only when the "whois" database of the applicable registrar shall reflect Buyer as the registered owner of all of the Domain Names.

3. Delivery of Transfer Documents. The Seller agrees that it shall, on the terms and subject to the conditions of the Asset Purchase Agreement, pursuant to Section 17 of the Asset Purchase Agreement, execute and deliver to the Buyer any and all further materials, documents, and instruments of conveyance, transfer and assignment and to take such further action as may reasonably be requested by Buyer to effect, record or verify the transfer to, and vesting in Buyer, of the CPI Bankruptcy Estates' right, title and interest in and to the Acquired Intellectual Property.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

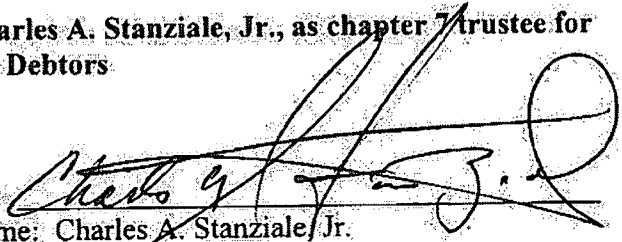
dms.us.52580950.01

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment Agreement to be duly executed as of the Effective Date.

SELLER:

**Charles A. Stanziale, Jr., as chapter 7 trustee for
the Debtors.**

By:


Name: Charles A. Stanziale, Jr.
Title: Chapter 7 Trustee

TRADEMARK

REEL: 005295 FRAME: 0899

EXHIBIT A
TRADEMARKS

U.S. Trademark Applications & Registrations

MARK	SERIAL OR REGISTRATION NO.	REGISTRATION/FILING DATE
BABYHOOD	Serial No. 85-098126	August 2, 2010
BIGSHOTS	Reg. No. 3,578,011	February 17, 2009
CAPTURING MEMORIES TO LAST A LIFETIME (CPI MISSION STATEMENT)	Reg. No. 3,789,381	May 18, 2010
EVERYDAY EXPRESSIONS	Serial No. 77-969279	March 26, 2010
EVERY DAY EXPRESSIONS	Reg. No. 2,846,671	May 25, 2004
FOTONET	Serial No. 85-395872	August 11, 2011
GO PORTRAITS	Reg. No. 2,951,977	May 17, 2005
GO PORTRAITS	Reg. No. 3,734,148	January 5, 2010
KIDDY KANDIDS PORTRAIT STUDIO	Reg. No. 3,789,377	May 18, 2010
KIDDY KANDIDS	Reg. No. 1,686,368	May 12, 1992
MAIN STREET PORTRAITS	Reg. No. 1,932,275	October 31, 1995
MY ONLINE PORTRAITS	Reg. No. 4,063,880	November 29, 2011
PICTUREME PORTRAIT STUDIOS	Reg. No. 3,518,404	October 14, 2008
PICTUREME! PORTRAIT STUDIOS	Reg. No. 3,525,933	October 28, 2008
PRO 8X10		
SHOOTING STARS PORTRAIT STUDIO	Reg. No. 4,154,776	June 5, 2012
MY STUDIO	Serial No. 77-699090	March 25, 2009
CHURCH FAMILY ALBUMS	Reg. No. 1,459,748 & Reg. No. 1,459,761	September 29, 1987 September 29, 1987
PORTRAIT CREATIONS	Reg. No. 2,041,189 & Reg. No. 2,159,873	February 25, 1997 May 26, 1998
CATCH THE MAGIC	Reg. No. 2,839,174	May 4, 2004
SMILE SAVER	Reg. No. 3,031,746	December 20, 2005

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

This Amended and Restated Asset Purchase Agreement (this "Agreement") is entered into as of July 30, 2013, between Charles A. Stanziale, Jr. (the "Seller"), as chapter 7 trustee for the bankruptcy estates of the Debtors (defined herein)¹, and Lifetouch Portrait Studios Inc., a Minnesota corporation (the "Buyer"). The Seller and the Buyer may be collectively referred to herein as the "Parties" and each as a "Party."

Recitals

A. CPI Corp., a Delaware corporation ("CPI"); Consumer Programs Incorporated, a Missouri corporation; CPI Canadian Holdings, Inc., a Delaware corporation; CPI Images, L.L.C., a Missouri limited liability company; CPI International Holdings, Inc., a Delaware corporation; Texas Portraits, L.P., a Delaware limited partnership; Centrics Technology, Inc., a Delaware corporation; Image Source Inc., a Missouri corporation; Bella Pictures Holdings, LLC, a Delaware limited liability company; and Sandy Realty Holdings, LLC, a Missouri limited liability company have been engaged in the business of operating professional portrait photography studios in hosted retail locations in the United States and Puerto Rico, including, without limitation, PictureMe Portrait Studios, Sears Portrait Studios, and Kiddie Kandids studios, together with processing facilities that support such studios (the "Business").

B. The Debtors each filed voluntary petitions for relief under chapter 7 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on May 1, 2013.

C. CPI is indebted to the various financial institution parties identified as Lenders (the "Lenders") in that certain Credit Agreement dated August 30, 2010, as amended (the "Credit Agreement"), with respect to principal, accrued interest, fees, expenses, and other liabilities (the "Indebtedness") under the terms of the Credit Agreement and various notes and related documents executed in connection therewith, all as amended from time to time.²

D. To secure payment of the Indebtedness, pursuant to the terms and conditions of that certain Guaranty and Collateral Agreement dated August 30, 2010, as amended, together with that certain Joinder to Guaranty and Collateral Agreement dated May 23, 2012, the Debtors

¹ The jointly administered debtors in these cases are CPI Corp., Bella Pictures Holdings, LLC, Centrics Technology, Inc., Consumer Programs, Inc., Consumer Programs Partner, Inc., CPI Canadian Holdings, Inc., CPI Images, LLC, CPI International Holdings, Inc., CPI Prints Plus, Inc., CPI Research & Development, Inc., CPI Technology Corp., Image Source, Inc., Myportraits.com, Inc., Ridgedale Prints Plus, Inc., Sandy Realty Holdings, LLC, and Texas Portraits, L.P. (collectively, the "Debtors") and each, separately, a "Debtor"). The Debtors' estates shall collectively be referred to as the "CPI Bankruptcy Estates".

² The Buyer acknowledges that the Lenders and Seller have agreed that the Seller shall have sixty (60) days after the filing of the Chapter 7 Trustee's Motion For Entry Of (I) Order Authorizing The Employment Of Logistics International LLC As A Professional Logistical Company To Assist The Chapter 7 Trustee, Nunc Pro Tunc To May 20, 2013, Pursuant To 11 U.S.C. § 363, And (II) Interim And Final Orders Authorizing Chapter 7 Trustee To Obtain Funding Needed To Compensate Logistics International, LLC Pursuant To 11 U.S.C. §§ 105, 362, 363, And 364 And Rule 4001 Of The Federal Rules Of Bankruptcy Procedures to challenge the extent, validity and priority of the Credit Agreement and the Lenders' Loan Documents.