

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TPP ACQUISITION, INC.		10/03/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL PARTNERS FUND LP, as administrative agent		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3997937	PICTURE PEOPLE	
<b>Registration Number:</b>	2394410	THE PICTURE PEOPLE	
<b>Registration Number:</b>	2412495	THE PICTURE PEOPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<i>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.</i>			
<b>Phone:</b>	312-609-7897		
<b>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	36942000010		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>SIGNATURE:</b>	/Holly Miller/		
<b>DATE SIGNED:</b>	10/08/2014		
<b>Total Attachments: 5</b>			
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source=36942.00.0010 - Trademark Security Agreement dated October 3, 2014#page2.tif			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 3rd day of October, 2014, by TPP ACQUISITION, INC., a Delaware corporation (the "Grantor"), in favor of MONROE CAPITAL PARTNERS FUND LP, in its capacity as administrative agent and collateral agent for itself and the Holders party to the Secured Promissory Note (defined below) ("Agent").

### W I T N E S S E T H:

WHEREAS, Grantor, and/or certain of its affiliates, Agent and Holders are parties to a certain Secured Promissory Note dated as of October 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Secured Promissory Note") providing for the extensions of credit to be made to Grantor, and/or certain of its affiliates, by Holders;

WHEREAS, pursuant to the Secured Promissory Note, Grantor granted to Agent, for its benefit and the benefit of the Holders, 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 Grantor and its affiliates under the Secured Promissory Notes;

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. Secured Promissory Note. The Secured Promissory Note 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 Secured Promissory Note, the Secured Promissory Note shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Secured Promissory Note.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the obligations and indebtedness under the Secured Promissory Note, Grantor hereby grants to Agent, for its benefit and the benefit of Holders, and hereby reaffirms its prior grant pursuant to the Secured Promissory Note 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 obligations and indebtedness under the Secured Promissory Note shall have been indefeasibly paid in full in cash and all commitments of Agent and the Holders under the Secured Promissory Note have terminated.

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

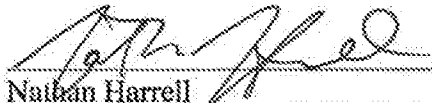
*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted As of the Date First  
Written Above

**AGENT:**

**MONROE CAPITAL PARTNERS FUND  
LP**

By: Monroe Capital Partners Fund LLC  
Its: General Partner

By:   
Nathan Harrell  
Vice President

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**SCHEDULE A**

**TRADEMARK/SERVICEMARK REGISTRATIONS**

<b>Trademarks</b>	<b>Country</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>	<b>Status</b>	<b>Owner</b>
Picture People	Canada	Appl # 1,650,582	11/4/2013	Pending	TPP Acquisition Inc.
Picture People & Design	New Zealand	735683	3/16/2005	Registered	The Picture People, Inc.
Picture People & Design	Switzerland	539132	10/25/2005	Registered	The Picture People, Inc.
Picture People	Turkey	200539975	9/21/2005	Registered	The Picture People, Inc.
Picture People & Design	Turkey	200539974	9/21/2005	Registered	The Picture People, Inc.
Picture People	United Arab Emirates	Appl # 184903	1/10/2013	Pending	TPP Acquisition Inc.
Picture People	United Arab Emirates	Appl # 184904	1/10/2013	Pending	TPP Acquisition Inc.
Picture People	United Kingdom	2647910	6/7/2013	Registered	TPP Acquisition Inc.
Picture People	United States of America	3,997,937	7/19/2011	Registered	TPP Acquisition Inc.
The Picture People	United States of America	2,394,410	10/10/2000	Registered	TPP Acquisition Inc.
The Picture People	United States of America	2412495	12/12/2000	Registered	TPP Acquisition Inc.