TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IPI, Inc.		11/30/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	ORIX Corporate Capital Inc., as Agent
Street Address:	1717 Main Street, Suite 900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3719573	MY SANTA EXPERIENCE

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6475.003
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/

OP $40.00 3719573

Date:	12/04/2012

Total Attachments: 6
source=IPI Trademark Security Agreement#page1.tif
source=IPI Trademark Security Agreement#page2.tif
source=IPI Trademark Security Agreement#page3.tif
source=IPI Trademark Security Agreement#page4.tif
source=IPI Trademark Security Agreement#page5.tif
source=IPI Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2012, is made by IPI, INC., an Ohio corporation ("New Grantor"), in favor of ORIX CORPORATE CAPITAL INC. (f/k/a ORIX Finance Corp.), a Delaware corporation, for itself, as a lender, and as agent for the Lenders (as defined below) (in such capacities, "Agent").

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

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 8, 2007, by and among by and among Event Photography Group, Inc., a Delaware corporation formerly known as Chapell Studio, Inc. and successor by merger with Bob Knight Photomarketing, a Florida corporation ("Borrower"), Event Photography Group Holding Company, Inc., a Delaware corporation ("Holdings"), brightroom Acquisition, LLC, a Delaware limited liability company ("Brightroom"), Brightroom, Inc., a Delaware corporation ("Brightroom, Inc."), Brightroom ASI LLC, a Delaware limited liability company ("ASI"), Action Sports International, Inc., a Georgia corporation ("Action Sports"), Angelo & Hardin, LLC, an Ohio limited liability company d/b/a Worldwide Photography ("Worldwide"), New Grantor, Trend Concepts Unlimited Incorporated, a Texas corporation ("Trend Concepts"), Marlene's Tribute, Incorporated, a Texas corporation d/b/a Eastern Onion Entertainment ("Marlene's Tribute"; and together with Borrower, Holdings, Brightroom, Brightroom, Inc., ASI, Action Sports, Worldwide, New Grantor and Trend Concepts, the "Loan Parties" and each, a "Loan Party"), Agent and the financial institutions from time to time party thereto (collectively, the "Lenders") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans to Borrower;

WHEREAS, the Agent, the Lenders and the Loan Parties are entering into that certain Joinder and Amendment No. 6 to Credit Agreement (the "Amendment"), dated as of the date hereof, pursuant to which, among other things, New Grantor will become a "Guarantor" under the Credit Agreement;

WHEREAS, in connection with the Amendment, New Grantor shall have executed and delivered to Agent, for the benefit of itself and the other Lenders, that certain Joinder to Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, the "Security Agreement Joinder") pursuant to which New Grantor will become a "Grantor" under the Security Agreement (as defined in the Credit Agreement);

WHEREAS, pursuant to the Security Agreement (as supplemented by the Security Agreement Joinder), New Grantor is required to execute and deliver to Agent, for the benefit of itself and the other Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The following terms have the meanings set forth below:

(a) "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by New Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith (but excluding any application to register any of the foregoing prior to the filing under applicable law of a verified statement of use (or the equivalent) in respect thereof to the extent the creation of a security interest therein or the grant of a mortgage thereon would cause the same to be void or invalid), including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

(b) "Trademark License" means rights under any written agreement now owned or hereafter acquired by New Grantor granting any right to use any Trademark.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. New Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest (subject to Permitted Liens) in all of New Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses against assignment to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by New Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

TRADEMARK
REEL: 004912 FRAME: 0136

Notwithstanding anything to the contrary herein, the grant of the security interest contained in Section 2 above shall not extend to, and the term "Collateral" shall not include, any Intellectual Property of New Grantor for which the grant of a security interest would terminate, invalidate, void or abandon such Intellectual Property or any General Intangibles of New Grantor to the extent that (but only to the extent that) (i) they are not assignable or capable of being encumbered as a matter of law or under the express terms of any license or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law) without the consent of the licensor thereof or other applicable party thereto, and (ii) such consent has not been obtained; provided, however, that the foregoing grant of a security interest shall extend to, and the term "Collateral" shall include, each of the following: (A) any Intellectual Property, General Intangible, contracts or any other contracts which is in the nature of an Account or a right to the payment of money or a proceed of, or otherwise related to the enforcement or collection of, any Account or right to the payment of money, or goods which are the subject of any Account or right to the payment of money, (B) any and all proceeds of any Intellectual Property, General Intangible, contracts or any other contracts that is otherwise excluded to the extent that the assignment, pledge or encumbrance of such proceeds is not so restricted, and (C) upon obtaining the consent of any such licensor or other applicable party with respect to any such otherwise excluded Intellectual Property, General Intangible, contracts or any other contracts, such Intellectual Property, General Intangible, contracts or any other contracts as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and from the term "Collateral".

3. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of itself and the other Lenders, pursuant to the Security Agreement. New Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[*Remainder of page intentionally left blank; signature page follows*]

TRADEMARK
REEL: 004912 FRAME: 0137

IN WITNESS WHEREOF, New Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IPI, INC., an Ohio corporation

By: _____
Name: _____
Title: SECRETARY

[*Signatures continue on following page*]

ACCEPTED and ACKNOWLEDGED BY:

ORIX CORPORATE CAPITAL INC.,
as Agent

By: _____
Name: Christopher L. Smith
Title: Authorized Representative

SCHEDULE I

Trademarks

Trademark	Registration No.	Registration Date
My Santa Experience	3719573	12/1/09