

09-13-1999

APPLICATION FORM COVER SHEET  
DEMARKS ONLY

9-9-99

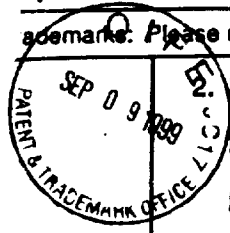
OMB No. 0651-00



Tab setting:

To the 101143051

ademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):

Rembrandt Photo Services

- Individual(s)
- General Partnership
- Corporation-State (California)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 24, 1997

Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: Bank of America Corporate Center

Street Address: 100 North Tryon Street, 13th Floor

City: Charlotte State: NC ZIP: 28255

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Association (Bank)

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

2168671

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard Nelson

Internal Address: McGuire Woods Battle &

Boothe LLP

Bank of America Corporate Center

Street Address: 100 North Tryon Street

Suite 2900

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/10/1999 NTHA11 00000202 2168671

DO NOT USE THIS SPACE

01 FC:481 40.00 DP

02 FC:482 25.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard Nelson  
Name of Person Signing

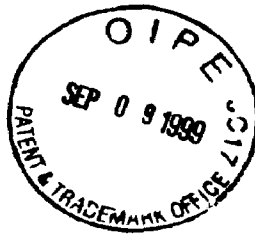
Signature

8/25/99

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231



SCHEDULE A

**TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark Registration

- (a) U.S. Registration No. 2,168,671, "Deck Protector", registered June 23, 1998.
- (b) U.S. Registration No. 2,131,265, "Stor Safe" and design, registered January 20, 1998.

**PATENTS AND PATENT APPLICATIONS**

Patents

- (a) U.S. Patent 381,703, Case for the Holding and Dispensing of Cards, issued July 29, 1997.
- (b) U.S. Patent 5,657,867, Device for Containing a Compact disc, issued August 19, 1997.

Pending Patent Applications

- (a) U.S. Provisional Patent Application Serial No. 29/088,306, Transparent Plastic Holder for a Tag, filed May 20, 1998.
- (b) U.S. Provisional Patent Application Serial No. 60/120,397, Album and Fabrication Method, filed February 17, 1999.

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, REMBRANDT PHOTO SERVICES, a California corporation (the "Assignor"), having its chief executive office at 6049 E. Slauson Avenue, City of Commerce, California 90040, hereby assigns and grants to BANK OF AMERICA, N.A., successor to NationsBank of Texas, N.A., as agent (the "Agent"), with offices at Bank of America Corporate Center, 100 North Tryon Street, 13th Floor, Charlotte, North Carolina 28255, for the benefit of the Secured Parties under the Security Agreement (defined below), a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents and patent applications set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Security Agreement, dated as of July 24, 1997, among the Assignor, the Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Agent an instrument in writing releasing the security interest in the PTO Collateral acquired under this Agreement.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties under and as defined in the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 19 day of August, 1999.

REMBRANDT PHOTO SERVICES, as Assignor

By: A. Peter Barbaresi  
Name: A. Peter Barbaresi  
Title: President

BANK OF AMERICA, N.A., successor to NationsBank of Texas, N.A., as Agent

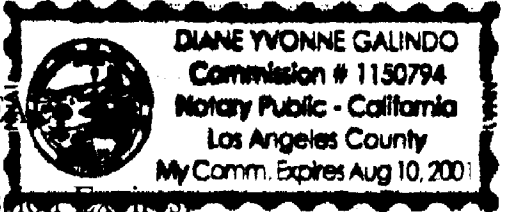
By: [Signature]  
Name: WAT LUEKER  
Title: VICE PRESIDENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

I, DIANE YVONNE GALINDO, a Notary Public of the aforesaid County and State, do hereby certify that A PETER BARBARES personally appeared before me this day and acknowledged that (s)he is the PRESIDENT of REMBRANDT PHOTO SERVICES, a California corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its PRESIDENT, and attested by her/him as ASSIGNOR, and sealed with its common corporate seal.

Witness my hand and notarial seal this 19 day of AUGUST, 1999.



[Signature]  
Notary Public

[STAMP/SEAL]

My Commission Expires \_\_\_\_\_