

11-29-2001



101903352

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

11.29.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
03-21-01

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
03-21-01

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/29/2001 DBTRM 00000156 74671047

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002400 FRAME: 0402

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	See EXHIBIT A attached hereto and incorporated herein by reference.		<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

REMBRANDT PHOTO SERVICES

By: Howard Roeder

[Signature]

3/21/01

Name of Person Signing

Signature

Date Signed

EXHIBIT A - TRADEMARKS

Trademark Number	Date
74/671,847	March 17, 1998
76/049,345	May 16, 2000
76/095,668	July 11, 2000
76/086,878	July 11, 2000
76/168,212	November 21, 2000
76/205,146	February 2, 2001

**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 Amended and Restated Pledge and Security Agreement, dated as of December 18, 1998, 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 of the 21st
day of March, 2001.

REMBRANDT PHOTO SERVICES, as Assignor

By: [Signature]
Name: Howard Roeder
Title: President

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

By: [Signature]
Name: CURT LUEDER
Title: VICE PRESIDENT

SCHEDULE A - TRADEMARKS

Trademark Number	Date
74/671,847	March 17, 1998
76/049,345	May 16, 2000
76/095,668	July 11, 2000
76/086,878	July 11, 2000
76/168,212	November 21, 2000
76/205,146	February 2, 2001

SCHEDULE B - PATENTS

Patent Number	Date
6,145,882	November 14, 2000
D381,703	July 29, 1997
D359,841	June 27, 1995
D367,580	March 5, 1996
D367,581	March 5, 1996
D394,959	June 9, 1998
D407,119	March 23, 1999
60/198288	April 11, 2000

CONTROL NO. 034275

SMITH HELMS MULLISS & MOORE, L.L.P. - CHARLOTTE, N.C. 28231

OUR REF. NO.	YOUR INV. NO.	INV. DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
S/LC		5/25/01	filing fee		4052178.2394	\$160.00

SMITH HELMS MULLISS & MOORE, L.L.P.

ATTORNEYS AT LAW
P.O. BOX 31247
CHARLOTTE, NORTH CAROLINA 28231

66-19
530

CHECK NO. 034275

CONTROL NO.	CHECK DATE
	5/25/01



CHECK AMOUNT
\$160.00

PAY: ONE HUNDRED SIXTY AND NO/100*****

SMITH HELMS MULLISS & MOORE, L.L.P.
M. Helms

PAY TO THE ORDER OF
United States Department of Commerce
Patent and Trademark Office

TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$10,000.00

⑈034275⑈ ⑆053000196⑆ 001783232⑈

SMITH HELMS MULLISS & MOORE, L.L.P.

Attorneys at Law

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Charlotte, North Carolina 28202
PO Box 31247 (28231)
(704) 343-2000

(704) 343-2278 [DIRECT]
(704) 343-2300 [FAX]
kimberly.saltrick@smithhelms.com



November 28, 2001

VIA UPS OVERNIGHT

Ms. Dorothy Basma
United States Department of Commerce
Patents and Trademarks Office - Box Assignments
Crystal Gateway 4; 3rd Floor
1213 Jefferson Davis Highway
Arlington, Virginia 22202

Re: Security Agreement Conveyance - Trademarks

Dear Ms. Basma:

Attached for recordation with your office is a Security Agreement Conveyance of Trademarks by Rembrandt Photo Services to Bank of America, N.A., as Agent. We have also enclosed a check in the amount of \$165.00 for filing fees.

As we discussed this morning, this document was previously sent to your office on May 25, 2001 with receipt acknowledged on May 29, 2001. We have attached the Receipt Copy of our letter, which includes the Assignment Services Division Stamp. It is our understanding the effective date of our filing will date back to the acknowledgment of this letter.

The recorded document should be returned to the attention of Rebecca S. Chaffin, Esq. (Saltrick) at Smith Helms Mulliss & Moore, LLP, 201 North Tryon Street, Charlotte, North Carolina 28202.

Please acknowledge receipt of this letter and its enclosures by executing the Receipt Copy hereof and returning it to us in the envelope provided. If you have any questions or require additional information, please contact us.

We appreciate your assistance.

Very truly yours,

Kimberly B. Saltrick
Legal Assistant

Enclosures

cc: Rebecca S. Chaffin, Esq.

RECEIVED FOR RECORDATION this ___ day of November, 2001.

By: _____

Name: _____

FAX: 704.343.2300

ATLANTA

CHARLOTTE

GREENSBORO

RALEIGH

WILMINGTON

RECORDED: 11/29/2001

TRADEMARK
REEL: 002400 FRAME: 0410