

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Ritz Carnera Centers, Inc.

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

Citizenship (see guidelines)

Execution Date(s) 07/07/04

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal

Address:

Street Address: 40 Broad Street

City: Boston

State: MA

Country: US

Zip: 02109

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis Highway
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address:

6. Total number of applications and registrations involved:

76

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1915.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

9. Signature:

Signature

7/30/04
Date

Christopher E. Kondracki

Name of Person Signing

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

22

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mall Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Trademark Applications
Continuation of Item 4A**

76478340
76225725
76590394
76526833
76486787
75282966
76578953
76205286
76204719
76436794
76433256

75854412
75851241
75851242

**Trademark Registrations
Continuation of Item 4B**

2734510
2740057
2501978
1801225
1798338
2539818
2509768
1217990
2477780
0970423
0955956
1162569
1917700
2525434
1891390
1333217
1264504
1209074
2042359
1506455
1757422
2092827
1036393
1521269
1823269
2814569
2655734

1536161
1802269
1884370
1920118
1802269
1339575
2819303
2819305
1883995
1526588
1527912
1590387
1609041
1594588
2022423
2509769
2704028
2692220
2702558
2510183
2364345
2013418
2366168
2459374
1990017
1891391
2654757

2403876
2663762
2661758
2510103
2661759
2428387
1891390
1988642

**PATENTS, TRADEMARKS, COPYRIGHTS, AND
LICENSES SECURITY AGREEMENT**

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("**Agreement**") is made as of the 7 day of July, 2004, by **RITZ CAMERA CENTERS, INC.** a Delaware corporation ("**Pledgor**"), having a mailing address at 6711 Ritz Way, Beltsville, MD 20705 and delivered to

BANK OF AMERICA, N.A. in its capacity as agent ("**Agent**") having a mailing address at 40 Broad Street, Boston, MA 02109.

BACKGROUND

A. This Agreement is being executed in connection with that certain Loan and Security Agreement of even date herewith by and among Pledgor and each other Borrower (as defined therein), the financial institutions parties thereto (collectively, the "**Lenders**"), and Agent (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "**Loan Agreement**"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement

B. As security for all Obligations, Pledgor is granting to Agent, on behalf of and for the benefit of the Credit Parties, a lien on and security interest in certain assets of Pledgor associated with or relating to products leased or sold or services provided under Pledgor's patents, trademarks, copyrights and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, servicemarks, trade names, licenses, copyrights, and copyright applications under the terms and conditions set forth therein

C. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights, and patent applications (collectively, "**Patents**"); trademarks, servicemarks, tradenames, service trademark applications, and service tradenames (collectively, "**Trademarks**"); copyrights, and copyright applications and licenses (collectively "**Copyrights**"); and goodwill associated thereto ("**Goodwill**") listed on Schedule A attached hereto and made part hereof (all such Patents, Marks, Copyrights or Goodwill hereinafter referred to as the "**Assets**").

D. Pursuant to the Loan Agreement, Agent, on behalf of and for the benefit of the Credit Parties, is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of Pledgor's Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Pledgor's Obligations, Pledgor grants a lien and security interest to Agent, on behalf of the Credit Parties, in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Pledgor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until (i) the Commitments have expired or been irrevocably terminated, (ii) the principal of and interest on each Loan and all fees and other Obligations shall have been paid in full, (iii) all Letters of Credit shall have expired or terminated or been cash collateralized to the extent provided in the Loan Agreement and (iv) all Letter of Credit disbursements shall have been reimbursed.

3. Pledgor represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses (except as set forth on Schedule B hereto) and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. § 101, et seq., 35 U.S.C. § 101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule "A" constitute all of the Assets, and all applications for any of the foregoing, now owned by Pledgor. If, before the Commitments have expired or been irrevocably terminated, all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation- in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and

such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Pledgor shall give Agent prompt written notice thereof along with an amended **Schedule "A"**.

4. Pledgor further covenants that until the Commitments have expired or been irrevocably terminated, all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, it will not enter into any agreement, including without limitation, license agreements or options, which are inconsistent with Pledgor's obligations under this Agreement, except for agency, comarketing and co-branding agreements.

5. So long as this Agreement is in effect and so long as Pledgor has not received notice from Agent that an Event of Default has occurred and is continuing under the Loan Agreement and that Agent and the Credit Parties have elected to exercise their rights hereunder, and until Agent on behalf of the Credit Parties, accelerates the Obligations under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Agent.

7. If and while an Event of Default exists under the Loan Agreement and Agent is accelerating the Obligations under the Loan Agreement, Pledgor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Massachusetts, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. For such purposes, during an Event of Default under the Loan Agreement and following the acceleration by Agent of the Obligations under the Loan Agreement, Pledgor hereby authorizes and empowers Agent and the Credit Parties, their successors and assigns, and any officer or agent of Agent and the Credit Parties as Agent or the Credit Parties may select, in their exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent, on behalf of and for the ratable benefit of Agents, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent or the Credit Parties to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1**. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and that until the Commitments have expired or been irrevocably terminated, all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent and the Credit Parties shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrowers' performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of Borrowers' Obligations, Agent shall execute and deliver to Pledgor all documents reasonably necessary to terminate Agent's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent and the Credit Parties in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's and the Credit Parties' rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of Borrowers' Obligations and shall bear interest at the rate for Base Rate Revolving Loans prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until Borrowers' Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, to preserve and maintain all rights in the Assets, and upon reasonable request of Agent or the Credit Parties, Pledgor shall make federal application on registrable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Any reasonable expenses incurred in connection with such applications shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark or Copyright without the prior written consent of the Agent and the Credit Parties.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Agent and the Credit Parties shall have been satisfied, in their sole discretion, that they are not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify, Agent for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's

name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent and the Credit Parties in full for all reasonable costs and expenses, including attorneys' fees, incurred by Agent and the Credit Parties in protecting, defending and maintaining the Assets.

15. No course of dealing among Pledgor, Agent and the Credit Parties nor any failure to exercise, nor any delay in exercising, on the part of Agent and the Credit Parties, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and the Credit Parties' rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrowers, Agent and the Credit Parties or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE COMMONWEALTH OF MASSACHUSETTS, PROVIDED THAT THE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.


19. This Agreement may be executed in any number of counterparts, and by the Pledgor and Agent in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature.

20. Pledgor, Agent and the Credit Parties each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

(SIGNATURE PAGE TO PATENTS, TRADEMARKS, COPYRIGHTS, AND LICENSES SECURITY AGREEMENT FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement, under seal, the thy and year first above written.

RITZ CAMERA CENTERS, INC.

By: 
Name: Curtis J. Scheel
Title: Chief Financial Officer

Approved and Accepted:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Kathleen Dimock
Title: Managing Director

(SIGNATURE PAGE TO PATENTS, TRADEMARKS, COPYRIGHTS, AND LICENSES SECURITY AGREEMENT)

UNITED STATES OF AMERICA

STATE OF MARYLAND :

COUNTY OF HOWARD

On this 7 day of July, 2004, before me, a Notary Public for the said County and State, personally appeared Curtis J. Scheel known to me or satisfactorily proven to me to be attorney-in-fact on behalf of RITZ CAMERA CENTERS, INC., and he acknowledged to me that he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public *Nancy A. Tomlinson*

My Commission Expires:

NANCY A. TOMLINSON
Notary Public
Howard County, State of Maryland
Commission Expires 10/29/07

SCHEDULE A

Thursday, June 17, 2004

Country List

Page: 1

Client: 914090 Ritz Camera

Trademark	Client-Status	Application Matter	Filing	Registration	Registration Renewal	Attorney
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Country: US Arizona

DEAN'S GRAND CANYON PHOTO
Unfiled
914090-00431F

116007

SHE

Owner: SAME

Country: US California

DEAN'S
Registered
914090-00431E

1316

09-Jul-1972

SHE

Owner: SAME

Country: CA Canada

CAMERAWORLD.COM
Abandoned
914090-can

1027060

24-Aug-199

SHE

Owner: SAME

Country: EU European Community

CAMERAWORLD.COM
Registered
914090-canneu

1291210

21-Mar-2001 27-Aug-2009

SHE

Owner: SAME

Country: CH Switzerland

CAMERAWORLD.COM
Registered
914090-cannch

470687

25-Aug-1999 25-Aug-2009

SHE

Owner: SAME

Country: TN Tunisia

CAMERAWORLD.COM
Registered
914090-canntn

ee971370

11-Sep-1997 11-Sep-2017

SHE

Owner: SAME

Country: GB United Kingdom

CAMERAWORLD.COM
Registered
914090-canngb

2211259

07-Oct-1999 07-Oct-2009

SHE

Owner: SAME

TRADEMARK

REEL: 002923 FRAME: 0105

Thursday, June 17, 2004

Country List

Page: 2

Client: 914090 Ritz Camera

Trademark	Client-Status	Application Matter	Filing	Registration	Registration Renewal	Attorney
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Country: US United States of America

AGAINST THE ELEMENTS

Registered

914090-00493

76444179

27-Aug-200 2734510

08-Jul-2003 08-Jul-2013

SHF

Owner: SAME

ATE NO MORE RED NECK

Registered

914090-00499

76444662

28-Aug-200 2740057

22-Jul-2003 22-Jul-2013

SHF

Owner:

BIG PRINT CENTRAL

Pending

914090-00506

76478340

26-Dec-200

SHF

Owner:

BIG PRINT ENLARGEMENT EXPRESS

Abandoned

914090-00451

76225725

19-Mar-200

SHF

Owner: SAME

BOATER'S WORLD

Registered

914090-00453

76141166

05-Oct-200 2501978

30-Oct-2001 30-Oct-2011

SHF

Owner: SAME

BOATER'S WORLD DISCOUNT MARINE CENTERS

Registered

914090-00459

1801225

26-Oct-1993 22-Sep-2013

SHF

Owner: SAME

BOATER'S WORLD DISCOUNT MARINE CENTERS (DESIGN)

Registered

914090-00471

1798338

12-Oct-1993 01-Jul-2013

SHF

Owner: SAME

BOATER'S WORLD MARINE CENTERS

Registered

914090-00458

76141162

05-Oct-200 2539818

19-Feb-2002 19-Feb-2012

SHF

Owner: SAME

BOATER'S WORLD MARINE CENTERS (AND DESIGN)

Pending

914090-marine

76590394

04-May-20

SHF

Owner: SAME

BOATERSWORLD.COM

Registered

914090-00454

76172681

30-Nov-200 2509768

20-Nov-2001 20-Nov-2011

SHF

Owner: SAME

Thursday, June 17, 2004 Country List

Page: 3

Client: 914090 Ritz Camera

P. 122 NO. 957

Trademark	Client-Status	Application Matter	Filing	Registration	Registration Renewal	Attorney
CAMERA WORLD	Registered	914090-00487		1217990	30-Nov-1982 26-Nov-2012	SHF
Owner: SAME				Classes: 1; 26		
CAMERAWORLD.COM	Registered	914090-00488		2477780	14-Aug-2002 14-Aug-2012	SHF
Owner: SAME				Classes: 1; 25		
CAPTURE YOUR WORLD	Pending	914090-00517	76526833	02-Jul-2003		SHF
Owner: SAME				Classes: 16		
DEAN'S	Registered	914090-00431B		28-Sep-197 0970423	09-Oct-1973 01-May-2005	SHF
Owner: SAME				Classes: 035		
DEAN'S	Registered	914090-00431C		0955956	20-Mar-1973 02-Jan-2013	SHF
Owner: SAME				Classes: 035		
DESIGN ONLY (FOX)	Registered	914090-00474T		1162569	28-Jul-1981 15-May-2011	SHF
Owner: SAME						
E-Z CAM	Cancelled	914090-00474I	74486197	01-Mar-199 1917700	12-Sep-1995	SHF
Owner: SAME						
FOCUS ON KIDS	Registered	914090-00474H	75460759	01-Apr-199 2525434	01-Jan-2002 01-Jan-2012	SHF
Owner: SAME						
FOR THE PICTURES OF YOUR LIFE WOLF CAMERA & VIDEO	Registered	914090-00474O		1891390	25-Apr-1995 25-Apr-2005	SHF
Owner: SAME						
FOX	Registered	914090-00474Y		1333217	30-Apr-1985 30-Apr-2005	SHF
Owner: SAME				Classes: 040		
FOX	Registered	914090-00474Z		1264504	17-Jan-1984 17-Jan-2004	SHF
Owner: SAME				Classes: 040		
FOX DESIGN	Lapsed	914090-00474B		1209074	14-Sep-1982 14-Sep-2002	SHF
Owner: SAME				Classes: 040		

SPECIALIZED PATENT

Thursday, June 17, 2004

Country List

Page: 4

Client: 914090 Ritiz Camera

Trademark	Client-Status	Application Matter	Filing	Registration	Registration Renewal	Attorney
FOX PHOTO	Registered	914090-00474W		2042359	04-Mar-1997 04-Mar-2007	SHF

Owner:

Classes: 040

FREQUENT FOTO	Registered	914090-00470		1506455	27-Sep-1988 27-Sep-2008	SHF
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Owner: SAME

Classes: 40

HIDDEN IMAGE	Pending	914090-00509	76486787	03-Feb-2000		SHF
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Owner: SAME

Classes: 1; 26

KITS CAMERAS (AND DESIGN) 2013	SHF	Registered	914090-00419	74279399	29-May-19	1757422	09-Mar-1993	09-Mar-
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Owner: SAME

MCION	Registered	914090-00431		2092827	02-Sep-1997 02-Sep-2007	SHF
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Owner: SAME

MCION (STYLIZED)	Registered	914090-00431A		1036393	23-Mar-1976 01-Dec-2006	SHF
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Owner: SAME

MEDALLION	Registered	914090-med		1521269	17-Jan-1989 17-Jan-2009	SHF
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Owner:

MVP	Registered	914090-00431Z		1823269	22-Feb-1994	SHF
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Owner:

OTE ON THE EDGE	Registered	914090-00491	76432362	19-Jul-2002	2814569	17-Feb-2004 17-Feb-2014	SHF
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Owner: SAME

Classes: 1; 26

OUR EXPERTISE IS FREE	Registered	914090-00479	76199203	24-Jan-2001	2655734	03-Dec-2002 03-Dec-2012	SHF
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Owner: SAME

OUTER BANKS OUTLETTERS (AND DESIGN)	Pending	914090-00515	75282966	28-Apr-1999			SHF
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Owner:

OUTERBANKSOUTLETTERS.CO	SHF	Pending	914090-outer	76578953		Classes: 040	03-Mar-
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Owner: SAME							
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Thursday, June 17, 2004

Country List

Page: 5

Client: 914090 Ritz Camera

Trademark	Client-Status	Application Matter	Filing	Registration	Registration Renewal	Attorney
P.A.W.S.	Published	914090-00474G	76205286	01-Feb-2000		SHF
Owner: SAME						
P.A.W.S. PRINT AT WOLF SERVICES (AND DESIGN)	Abandoned	914090-00481	76204719	01-Feb-2000		SHF
Owner: SAME						
PHOTRO	Registered	914090-00469		1536161	25-Apr-1989 25-Apr-2009	SHF
Owner: RAY ENTERPRISES, LLC						
PHOTRONIC	Registered	914090-00468		1802269	02-May-1995 02-May-2005	SHF
Owner: SAME						
PHOTRONIC DEPOT	Registered	914090-00472		1884370	14-Mar-1995 14-Mar-2005	SHF
Owner: SAME						
PHOTRONIC IMAGINATION CENTER	Registered	914090-00467		1920118	19-Sep-1995 19-Sep-2005	SHF
Owner: SAME						
PHOTRONIC IMAGINATION CENTER (STYLED)	Registered	914090-00466		1802269	02-Nov-1993 28-Oct-2013	SHF
Owner: SAME						
POWERBOAT DESIGN	Published	914090-00495	76436794	02-Aug-2000		SHF
Owner: SAME						
PRESTO PRINTS	Registered	914090-00431D		1339575	04-Jun-1985 04-Jun-2005	SHF
Owner: SAME						
PRINT@WOLF	Registered	914090-00513	76502006	28-Mar-2000 2819303		SHF
Owner: SAME						
PRINTATWOLF.COM	Registered	914090-00512	76502016	28-Mar-2000 2819305	02-Mar-2004 02-Mar-2014	SHF
Owner: SAME						

Thursday, June 17, 2004

Country List

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Client: 914090 Ritiz Camera

Trademark	Client-Status	Application Matter	Filing	Registration	Registration Renewal	Attorney
PROEX	Registered	914090-00474X		1883995	14-Mar-1995 14-Mar-2005	SHF
Owner: QUALIDE	Registered	914090-000022		1526588	28-Feb-1989 28-Feb-2009	SHF
Owner: QUANTARAY	Registered	914090-000021		1527912	07-Mar-1989 07-Mar-2009	SHF
Owner: RITZ BIG PRINT	Registered	914090-00463		1590387	10-Apr-1990 08-Sep-2010	SHF
Owner: RITZ BLITZ	Registered	914090-00462		1609041	07-Aug-1990 07-Aug-2010	SHF
Owner: RITZ CAMERA	Registered	914090-00461		1594588	08-Aug-1990 08-Aug-2010	SHF
Owner: RITZ WIRELESS NETWORK	Cancelled	914090-00460		2022423	10-Dec-1996	SHF
Owner: RITZCAMERA.COM	Registered	914090-00455		76172682	30-Nov-2002 2509769	SHF
Owner: RITZPIX.COM	Registered	914090-00482		76352542	26-Dec-2002 2704028	SHF
Owner: ROAD WARRIOR	Published	914090-00494		76433256	22-Jul-2002	SHF
Owner: ROYAL MEDALLION	Registered	914090-00483		76234790	02-Apr-2002 2692220	SHF
Owner: SEA BOWLD	Registered	914090-00442		76433932	24-Jul-2002 2702558	SHF
Owner: WOLF BUCKS (& DESIGN)	Registered	914090-00474A		76207510	08-Feb-2002 2510183	SHF
Owner:						

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Client: 914090 Ritz Camera

Trademark	Client-Status	Application Matter	Filing	Registration	Registration Renewal	Attorney
WOLF CAMERA Owner: SAME	Registered	914090-00474R		2364345	25-Apr-1995 25-Apr-2005	SHF
WOLF CAMERA Owner: SAME	Registered	914090-00474S		2013418	05-Nov-1996 05-Nov-2006	SHF
WOLF CAMERA Owner: SAME	Registered	914090-00474U		2366168	11-Jul-2000 11-Jul-2010	SHF
WOLF CAMERA Owner: SAME	Registered	914090-00474V		2459374 2459374	12-Jun-2001 12-Jun-2011	SHF
WOLF CAMERA & VIDEO Owner: SAME	Registered	914090-00474L		1990017	30-Jul-1996 30-Jul-2006	SHF
WOLF CAMERA & VIDEO OUR 2005 EXPERTISE IS FREE Owner: SAME	Registered SHF	Registered		914090-00474N	1891391 25-Apr-1995	25-Apr-
WOLF CAMERA (DESIGN) Owner: SAME	Registered	914090-00478	75878072	21-Dec-199 2459374	12-Jun-2001 12-Jun-2011	SHF
WOLF CAMERA (STYLIZED) Owner: SAME	Registered	914090-00474J	75921285	16-Feb-200 2654757	26-Nov-2002 26-Nov-2012	SHF
WOLF CAMERA PORTRAIT STUDIO Owner: SAME	Registered	914090-00474K		2403876	14-Nov-2000 14-Nov-2010	SHF
WOLF CAMERA VISION Owner: SAME	Abandoned	914090-00480A	75854839	22-Nov-199 2663762	17-Dec-2002 17-Dec-2012	SHF
WOLF CAMERA VISION (STYLIZED) Owner: SAME	Abandoned	914090-00480	75854412	22-Nov-199		SHF

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Country List

Client: 914090 Ritz Camera

Trademark	Client-Status	Application Matter	Filing	Registration	Registration Renewal	Attorney
WOLF UNIVERSITY Owner: SAME	Registered	914090-00476	76199042	24-Jan-2001 2661758	17-Dec-2002 17-Dec-2012	SHF
WOLFBUCKS Owner: SAME	Registered	914090-00474E	76199040	24-Jan-2001 2510103	20-Nov-2001 20-Nov-2011	SHF
WOLFECAMERA.COM Owner: SAME	Registered	914090-00477	76199054	24-Jan-2001 2661759	17-Dec-2002 17-Dec-2012	SHF
WOLFEXPRESS Owner: SAME	Registered	914090-00474Q		2428387	13-Feb-2001 13-Feb-2011	SHF
WOLFPRO Owner: SAME	Registered	914090-00474P		1891390	19-Jun-1984 19-Jun-2004	SHF
WOLFTOUCH Owner: SAME	Abandoned	914090-00474M		1988642	23-Jul-1996	SHF
WOLFEXPRESS Owner: SAME	Abandoned	914090-00474D	75851241	16-Nov-199		SHF
WOLFEXPRESS.COM Owner: SAME	Abandoned	914090-00474C	75851242	16-Nov-199		SHF

SCHEDULE B

None

Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Ritz Camera Centers, Inc., a Delaware corporation (“Grantor”) is the registered owner of the United States patents, patent rights, and patent applications, trademarks, servicemarks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the “Assets”), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and the future right, title and interest in and to the Assers and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the _____ day of July 2004.

RITZ CAMERA CENTERS, INC.

By _____

Attorney-in- fact

Witness:

POWER OF ATTORNEY

RITZ CAMERA CENTERS, INC., a Delaware corporation, ("**Grantor**"), hereby authorizes **BANK OF AMERICA, N.A.** as Agent its successors and assigns, and any officer or agent thereof (collectively "**Grantee**") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "**Agreement**"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is -intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor, Grantee, and the Credit Parties (as defined therein), as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement. -

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this ___ day of July, 2004.

RITZ CAMERA CENTERS, INC.

By: _____
Name: Curtis J. Scheel
Title: Chief Financial Officer

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA

STATE OF MARYLAND : SS

COUNTY OF _____

On this ___ day of July, 2004, before me personally appeared Curtis J. Scheel, to me known and being duly sworn, deposes and says that he is the Chief Financial Officer of **RITZ CAMERA CENTERS, INC.**, the Grantor corporation described in the foregoing Power of Attorney; that he knows the seal of the corporation; that the seal so affixed to the Power of Attorney is such corporation seal; that he signed the Power of Attorney and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA

STATE OF MARYLAND - : SS

COUNTY OF

On this ___ day of July, 2004, before me personally appeared Curtis J. Scheel to me known and being duly sworn, deposes and says that he is the Chief Financial Officer of **RITZ CAMERA CENTERS, INC.**, the Pledgor corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporation's seal; that he signed the Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation, and he desires the same to be recorded as such.

Notary Public

My Commission Expires: