

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
Bella Pictures Holdings, LLC		03/21/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	800 5th Avenue, Floor 17
Internal Address:	Mail Code WA1-501-17-32
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3615079	BELLA PICTURES
Registration Number:	3121547	BELLA
Registration Number:	3032996	BELLA PICTURES
Registration Number:	3615080	BELLA PICTURES
Registration Number:	3622751	CAFE BELLA
Registration Number:	3760356	STUDIO BLUE
Registration Number:	3760357	STUDIO BLUE WEDDINGS
Registration Number:	3760358	STUDIOBLUE WEDDINGS

CORRESPONDENCE DATA

Fax Number: (314)612-7874
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-444-7600
 Email: tbranson@lewisrice.com
 Correspondent Name: Terri Branson

OP \$215.00 3615079

Address Line 1: Lewis, Rice & Fingersh, L.C.
Address Line 2: 600 Washington Avenue, Suite 2500
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 115947.47145

NAME OF SUBMITTER: Terri Branson

Signature: /Terri Branson/

Date: 04/12/2011

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of March 21, 2011, and is by Bella Pictures Holdings, LLC, a Delaware limited liability company (the "Grantor"), in favor of Bank of America, N.A. in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. CPI Corp., a Delaware corporation ("Borrower") has entered into a Credit Agreement dated as of August 30, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrower and/or its subsidiaries, including Grantor.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, trademarks, and trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by, and all obligations and liabilities of, the Grantor under the Credit Agreement, the Guaranty and Collateral Agreement and the other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to

in Schedule 1 (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");

- (3) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and
- (4) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 and any patent issued pursuant to a patent application referred to in Schedule 2 (items 3 and 4 being herein collectively referred to as the "Patent Collateral").

This security interest and lien is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles, except that the provisions of this Agreement pertaining to the creation or perfection of Liens or the enforcement of rights of Administrative Agent in the Trademark Collateral and the Patent Collateral located in a state other than the State of Missouri shall be governed by the laws of such state.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Bella Pictures Holdings, LLC,
a Delaware limited liability company

By: CPI Corp., a Delaware corporation,
its Manager

By: Dale Heins
Name: Dale Heins
Title: Treasurer

Acknowledged:

Bank of America, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

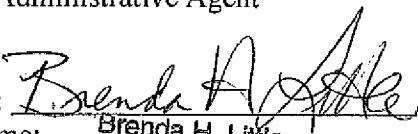
Bella Pictures Holdings, LLC,
a Delaware limited liability company

By: CPI Corp., a Delaware corporation,
its Manager

By: _____
Name: _____
Title: _____




Acknowledged:

Bank of America, N.A.,
as Administrative Agent

By: 
Name: Brenda H. Little
Title: Vice President

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, and Trademark Applications

Mark	Registration No.	Serial No.	Date Filed	Registration Date
	3,615,079	77526126	July 18, 2008	May 5, 2009
BELLA	3,121,547	78373167	February 24, 2004	July 25, 2006
BELLA PICTURES	3,032,996	78373215	February 24, 2004	December 20, 2005
	3,615,080	77526132	July 18, 2008	May 5, 2009
CAFE BELLA	3,622,751	77590604	October 10, 2008	May 19, 2009
STUDIO BLUE	3,760,356	77757730	June 11, 2009	March 16, 2010
STUDIO BLUE WEDDINGS	3,760,357	77757734	June 11, 2009	March 16, 2010
	3,760,358	77757737	June 11, 2009	March 16, 2010

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Applications

Title	Patent Number	Application Number	Date Filed	Issue Date	Country/State
System and method for online programmatic planning of events that are attended by persons.	N/A	11/865,929	10/2/2007	Pending	United States