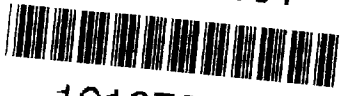


MRD 7-10-01 TRANSM

10-29-2001



101879800

INATION

To the Director, U.S. Patent and Tr

original documents or copy thereof.

1. Name of conveying party(ies):
 Felix Dennis
 9-11 Kingly Street
 London, W1R SLD, England

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

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

Name: Peter Godfrey
 Street Address: 128 Beachside Avenue

 City: Westport State CT ZIP 06880

Individual(s) citizenship United States
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: February 1, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Attached at Exhibit A and 76/240,814; 76/240,815;
 76/240,816; 76/240,817 and 76/240,056

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 Attached at Exhibit A

5. Name and address of party to whom correspondence concerning document should be mailed:
Leslie K. Mitchell
 Name: Fitzpatrick, Cella, Harper & Scinto
30 Rockefeller Plaza
New York, New York 10112-3801

Telephone No.: (212) 218-2100
 Facsimile No.: (212) 218-2200

6. Number of applications and registrations involved:
19

7. Total fee (37 CFR 3.41): . . . \$ \$490.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
06-1205 **490E**
 (Attach duplicate copy of this page if paying by deposit account):

Facsimile No. (212) 218-2200
 10/29/2001 DBYRNE 00000066 061205 76240814
 01 FC:481 40.00 CH
 02 FC:482 450.00 CH

DO NOT USE THIS SPACE

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.

Leslie K. Mitchell Leslie K. Mitchell July 10, 2001
 Name of Person Signing Signature Date

I hereby certify that this correspondence is being deposited with the United States Postal Service on first class mail in an envelope addressed to the Director of the United States Patent and Trademark Office, Crystal Drive, Arlington, Virginia 22202-3513 on 7/10/01 (Date of Deposit)

LESLE K. MITCHELL
 Name of Attorney for Applicant
Leslie K. Mitchell 7/10/01
 Signature Date

TRADEMARK
REEL: 002359 FRAME: 0877

STUFF in the United States

| Number | Date | Class |
|----------------------------|--------------------|--------------|
| Registration No. 2,191,323 | September 22, 1998 | 16 |

MAXIM in the United States

| Number | Date | Class |
|---------------------------|---------------|--------------|
| Registration No. 2072696 | June 17, 1997 | 16 |
| Application No. 76/021933 | April 7, 2000 | 42 |
| Newly-filed application | | 9 |
| Newly-filed application | | 14 |
| Newly-filed application | | 18 |
| Newly-filed application | | 25 |

MAXIM-formative marks in the United States

| Mark | Number | Date | Class |
|-------------------|---|--------------------------------|--------------|
| CLUB MAXIM | Application No. 76/066974 | June 9, 2000 | 42 |
| MAXIM BOOKS | Application No. 76/173617 | November 27, 2000 | 16 |
| MAXIM CASINO | Application No. 76/213757 | February 20, 2001 | 41 |
| MAXIM FILMS | Application No. 76/027237 | May 26, 2000 | 41 |
| MAXIM GOLF | Application No. 75/903514 | January 1, 2000 | 16 |
| MAXIM MUSIC | Newly-filed application | | 9, 16 |
| MAXIM RADIO | Application No. 76/057666 | May 26, 2000 | 41 |
| MAXIM SPORTS BARS | Application No. 76/057667 | May 26, 2000 | 42 |
| MAXIM ONLINE | Application No. 76/020913 | April 7, 2000 | 42 |
| MAXIM TV | Application No. 75/527831 Application No. 75/ 527695 | July 30, 1998 July 30, 1998 | 41 38 |
| MAXIMONLINE.COM | Application No. 75/898609 | January 20, 2000 | 42 |
| MAXIMWEAR | Application No. 76/134101 | September 25, 2000 | 25 |

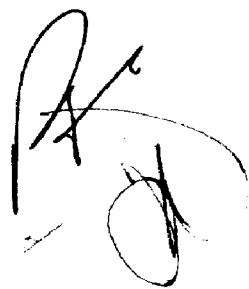


EXHIBIT A

SECURITY AGREEMENT

This Security Agreement ("Agreement") is made and entered into as of the 1st day of February, 2001 by and between Felix Dennis, an individual, whose address is 9-11 Kingly Street, 2nd Floor, London, W1R 5LD, ENGLAND ("Dennis") and Peter Godfrey, an individual, whose address is 128 Beachside Avenue, Westport, CT 06880, United States of America ("Godfrey")

WHEREAS, Dennis uses or licenses the use and is the proprietor of the registrations MAXIM and STUFF on the Principal Register of the U.S. Patent and Trademark Office (USPTO), as identified on the annexed Exhibit A for the goods and/or services identified in said Exhibit A, and has also filed various applications for MAXIM and STUFF and formatives thereof, in connection with goods and services and in classes beyond those covered by said registrations, on the Principal Register of the USPTO, with such applications and corresponding additional classes of goods and services also identified in Exhibit A (the "Trademarks"); and

WHEREAS, Dennis owns applicable common law rights in the trademarks MAXIM and STUFF to the extent of his use or the licensing of his use of such marks ("Common Law Rights"); and

WHEREAS, Dennis intends to attempt to expand the use and exploitation of the Trademarks to other goods and services in the United States and around the world and intends to register the Trademarks in foreign jurisdictions, as he considers (in his sole discretion) appropriate, for said contemplated expanded uses and exploitations. The registrations, and pending applications, as set forth in Exhibit A, as well as any future MAXIM and STUFF trademark registrations and applications filed or secured in the United States by Dennis, or on his behalf, covering the contemplated expanded uses and exploitations, together with all goodwill of the businesses appurtenant thereto as may be owned by Dennis, and Dennis' Common Law Rights, constitute the secured property which is the subject of this Agreement ("Collateral");

WHEREAS, Dennis, Godfrey and Robert Bartner ("Bartner") have entered into an agreement whereby Godfrey and Bartner have acquired rights to share in the revenue generated by exploitation of the Collateral ("Revenue Sharing Agreement");

WHEREAS, Godfrey has paid Dennis a sum of money in consideration of receiving an interest in the anticipated revenue from the business of exploiting the Trademarks in the U.S. as well as around the world, and this Agreement is being entered into to secure to Godfrey, pursuant to the Revenue Sharing Agreement, his share of the proceeds of any sale of said Collateral, and Dennis is willing to grant to Godfrey such security interest;

NOW THEREFORE, in consideration of the execution and delivery of this Agreement by Dennis and said payment by Godfrey, Dennis hereby grants to Godfrey a continuing security interest in the Collateral on the following terms and conditions:

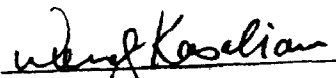
TRADEMARK

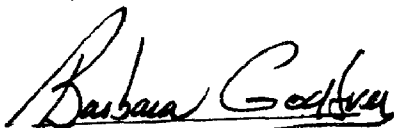
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1. Upon the sale of the Collateral, or any part thereof, Godfrey shall be entitled to receive his share of the proceeds thereof, as provided in the Revenue Sharing Agreement.
2. In the event of the sale of the Collateral to a third party in an arms-length transaction, upon Godfrey's then receiving the payment due him under the Revenue Sharing Agreement, this Agreement shall terminate, and Godfrey shall execute and deliver to Dennis all documents then reasonably required by Dennis' attorneys in order to extinguish the security interest hereunder and to confirm the termination of this Agreement.
3. In the event of a sale of i) only a part of the Collateral, or ii) the Collateral, or any part thereof, that is not to a third party in an arms-length transaction, Godfrey shall be entitled to receive his share of the proceeds thereof, as provided in the Revenue Sharing Agreement, and this Agreement shall continue in force; provided, however, upon the sale of the balance of the Collateral to a third party in an arms-length transaction, Godfrey shall be entitled to receive his share of the proceeds thereof, as provided under the Revenue Sharing Agreement, and upon Godfrey's then receiving the payment due him under the Revenue Sharing Agreement, this Agreement shall then terminate and Godfrey shall execute and deliver to Dennis all documents then reasonably required by Dennis' attorneys to extinguish the security interest hereunder and confirm the termination of this Agreement.
4. Godfrey shall have the right to record this Agreement where appropriate in the United States, including in the U.S. Patent and Trademark Office, but not without the written consent of Dennis in any territory beyond the United States.
5. Dennis represents and warrants that he is the sole legal and equitable owner of the Trademarks and that he has the full power and authority to enter into this Agreement and to grant the security interest herein granted.
6. Dennis represents and warrants that he has not granted, and will not grant, to any other person or entity any rights or security interests superior to those herein granted in the Collateral, except that he may (and intends to) grant a security interest in the Collateral to Bartner which is equal in amount and priority to that granted to Godfrey herein.
7. Dennis represents and warrants that, in the event of a sale of the Collateral, he will advise the purchaser before the purchase has been consummated of the existence and continuing validity of this Agreement and of the security interest herein granted.

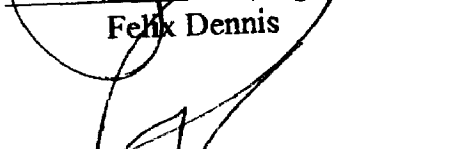
8. Dennis represents and warrants that he will advise Godfrey at least one week in advance of any sale of the Collateral or any part thereof that said sale is being contemplated and will advise Godfrey of the anticipated closing date of any such sale and any adjourned closing dates.
9. Godfrey shall have the right to appear at the closing of any sale of all or any portion of the Collateral and to have his share of the proceeds of the sale of the Collateral, as provided under the Revenue Sharing Agreement, paid directly to him by the purchaser of the Collateral, and, to the extent of such obligation, shall be a third-party beneficiary of any such contract for the sale of the Collateral.
10. Upon any default in Godfrey's so receiving his share of such proceeds,, Godfrey shall not have any right to take possession of the Collateral but shall have a right to proceed against Dennis and/or the purchaser (if permissible under governing law) for his unpaid share of the payment then due him under the Revenue Sharing Agreement, as a result of the sale of the Collateral.
11. This Agreement and all of the provisions thereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
12. This Agreement shall be governed by the laws of the United States and the laws of the State of New York, as applicable, without regard to its law regarding conflict of laws.
13. This Agreement may not be modified except by an instrument in writing signed by the Parties or their duly authorized attorneys.
14. Any notices required to be given shall be given as provided in the Revenue Sharing Agreement.
15. In the event of any conflict between the Revenue Sharing Agreement and this Agreement, the Revenue Sharing Agreement shall prevail.

IN WITNESS WHEREOF, the parties, intending to be bound thereby, have executed this Agreement as of the date first above written.


Witness


Witness


Felix Dennis


Peter Godfrey