

**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
General Media Communications, Inc.		12/06/2007	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Andrew B. Conru Trust Agreement
Street Address:	116 El Nido
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	TRUST: CALIFORNIA

Name:	Mapstead Trust
Street Address:	180 Horizon Way
City:	Aptos
State/Country:	CALIFORNIA
Postal Code:	95003
Entity Type:	TRUST: CALIFORNIA

**PROPERTY NUMBERS Total: 64**

Property Type	Number	Word Mark
Registration Number:	1292185	FORUM
Serial Number:	78839680	FREE YOUR FANTASIES
Serial Number:	76644885	FULL FRONTAL
Registration Number:	3165795	GIRL TALK
Serial Number:	77053023	LIFE ON TOP
Registration Number:	1323232	
Serial Number:	76636144	
Serial Number:	76636147	

OP \$1615.00 1292185

Registration Number:	0880922	PENTHOUSE
Registration Number:	2435702	PENTHOUSE
Registration Number:	1064636	PENTHOUSE
Registration Number:	1074534	PENTHOUSE
Registration Number:	2686386	PENTHOUSE
Registration Number:	1515321	PENTHOUSE
Registration Number:	2738557	PENTHOUSE
Registration Number:	3007070	PENTHOUSE
Registration Number:	3067272	PENTHOUSE
Serial Number:	76636141	PENTHOUSE
Serial Number:	76636145	PENTHOUSE
Serial Number:	78879329	PENTHOUSE
Serial Number:	77167185	PENTHOUSE
Serial Number:	77143954	PENTHOUSE
Serial Number:	78879332	PENTHOUSE
Registration Number:	2952697	PENTHOUSE BOUTIQUE
Serial Number:	76643151	PENTHOUSE CASINO
Serial Number:	76643152	PENTHOUSE CASINO
Registration Number:	2987847	PENTHOUSE CHANNEL
Serial Number:	77147772	PENTHOUSE JEWELRY
Registration Number:	3052851	PENTHOUSE LETTERS
Serial Number:	76642290	PENTHOUSE LINGERIE
Serial Number:	76643198	PENTHOUSE LINGERIE
Serial Number:	76640456	PENTHOUSE LOUNGE
Serial Number:	76640457	PENTHOUSE LOUNGE
Registration Number:	2450888	PENTHOUSE MENS CLUB
Registration Number:	1289736	PENTHOUSE PETS
Serial Number:	78845523	PENTHOUSE PIN-UPS
Serial Number:	78839665	PENTHOUSE PLEASURES
Serial Number:	78845385	PENTHOUSE SHOES
Registration Number:	3221067	PENTHOUSELETTERS.COM
Registration Number:	3289312	PENTHOUSESTORE.COM
Registration Number:	1121403	PET OF THE YEAR
Registration Number:	2546647	PETNET
Serial Number:	77053061	PLAY WET

Registration Number:	2531771	SAVE THE ARTS
Registration Number:	2554332	SPORTING AMERICA
Registration Number:	2701927	THE GIRLS OF PENTHOUSE
Registration Number:	3052850	THE GIRLS OF PENTHOUSE
Serial Number:	76640450	THE INTERNATIONAL MAGAZINE FOR MEN
Registration Number:	2810417	THE PENTHOUSE CLUB
Serial Number:	76637794	THE PENTHOUSE CLUB
Serial Number:	77168793	THE PENTHOUSE LOUNGE & GRILLE
Registration Number:	2738555	THE PENTHOUSE SELECTION
Serial Number:	78879878	
Registration Number:	1092929	
Registration Number:	1323231	
Registration Number:	1073618	
Registration Number:	2744275	
Registration Number:	1104321	VARIATIONS
Registration Number:	2185045	VARIATIONS
Registration Number:	2459720	VARIATIONS
Registration Number:	2721206	VARIATIONS
Registration Number:	3052849	VARIATIONS
Serial Number:	76640865	VARIATIONS.COM
Registration Number:	3273185	WHERE THE MAGAZINE COMES TO LIFE!

**CORRESPONDENCE DATA**

Fax Number: (317)223-0276  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: TRADEMARK@BOSELAW.COM  
 Correspondent Name: Megan M. Mulford  
 Address Line 1: 135 North Pennsylvania Street  
 Address Line 2: Suite 2700  
 Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	19775-0002
NAME OF SUBMITTER:	Megan M. Mulford
Signature:	/Megan M. Mulford/
Date:	02/07/2008

Total Attachments: 26

**TRADEMARK**  
**REEL: 003715 FRAME: 0498**

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**EXECUTION VERSION**

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, supplemented or otherwise modified from time to time, this "Agreement") is dated as of December 6, 2007 and is made by **Penthouse Media Group, Inc.**, a Nevada corporation (the "Company"), and each direct and indirect subsidiary of the Company listed on the signature pages hereto (together with any other direct or indirect subsidiary of the Company that hereafter becomes a party to this Agreement, collectively, the "Subsidiary Grantors"; the Subsidiary Grantors together with the Company and any other Person agreeing to be bound hereby as a "Grantor" are collectively referred to herein as the "Grantors") in favor of **U.S. Bank National Association**, having an address at 225 Asylum Street, 23rd Floor, Hartford, CT 06103, in its capacity as Agent (as defined below) for the benefit of Agent and the Holders. Unless otherwise specified, all defined terms shall have the meaning given to them in the Sellers' Securities Agreement, as referred to below.

**WHEREAS**, pursuant to that certain Sellers' Securities Agreement (as such Sellers' Securities Agreement may be amended, supplemented or otherwise modified from time to time, the "Sellers' Securities Agreement") dated as of December 6, 2007 by and among the Company, the Senior Guarantors party thereto, Interactive Network, Inc., a Nevada corporation, the Subordinated Guarantors party thereto, the Holders party thereto and U.S. Bank National Association, as agent (in such capacity, together with its successors in such capacity, the "Agent"), Issuer desires to issue, and Holders desire to accept, the Sellers' Secured Notes in the initial aggregate principal amount of [REDACTED] Dollars ([REDACTED]) (the "Notes"), in partial payment of the purchase price under the Stock Purchase Agreement dated as of September 21, 2007;

**WHEREAS**, pursuant to the Sellers' Securities Agreement, each of the Subsidiary Grantors has guaranteed the obligations of the Company in respect of the Sellers' Securities Agreement and the Notes;

**WHEREAS**, pursuant to the Sellers' Securities Agreement each Grantor has granted to Agent, for Agent's benefit and for the benefit of the Holders, a security interest in certain assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure such Grantor's obligations under the Sellers' Securities Agreement and the Notes; and

**WHEREAS**, each Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed beneath such Grantor's name on Schedule I annexed hereto, and is a party to the Trademark Licenses listed beneath such Grantor's name on Schedule I annexed hereto;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Agent, for Agent's benefit

and for the ratable benefit of the Holders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, in each case whether presently existing or hereafter created or acquired (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), to secure the Obligations of such Grantor:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in the Schedule I annexed hereto and any and all renewals of any of the foregoing, and all of the goodwill of the business associated with each Trademark;
- (2) each Trademark License; and
- (3) all products (other than Inventory) and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto and the trademarks licensed under any Trademark License; and (b) injury to the goodwill of the business associated with any Trademark.

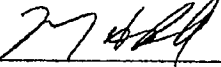
This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Sellers' Securities Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Sellers' Securities Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective undersigned duly authorized officer as of the date first written above.

COMPANY:

PENTHOUSE MEDIA GROUP, INC., a Nevada Corporation

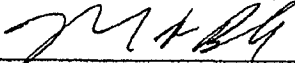
By: 

Name:

Title:

SUBSIDIARY GRANTORS:

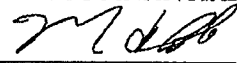
GENERAL MEDIA ART HOLDING, INC.  
GENERAL MEDIA COMMUNICATIONS, INC.  
GENERAL MEDIA ENTERTAINMENT, INC.  
GENERAL MEDIA UK LIMITED  
GMCI INTERNET OPERATIONS, INC.  
GMI ON-LINE VENTURES, LTD.  
PENTHOUSE CLUBS INTERNATIONAL  
ESTABLISHMENT  
PENTHOUSE IMAGES ACQUISITIONS, LTD.  
WEST COAST FACILITIES INC.  
PMGI HOLDINGS, INC.  
PURE ENTERTAINMENT  
TELECOMMUNICATIONS, INC.

By: 

Name:

Title:

PENTHOUSE FINANCIAL SERVICES, N.V.

By: 

Name:

Title:

*(signature page to PMGI Trademark Security Agreement)*





PENTHOUSE DIGITAL MEDIA PRODUCTIONS, INC.  
VIDEO BLISS, INC.  
DANNI ASHE, INC.

By: \_\_\_\_\_  
Name:  
Title:

SNAPSHOT PRODUCTIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Approved by:

U.S. BANK NATIONAL ASSOCIATION

By: *Kathy L. Mitchell*  
Name: Kathy L. Mitchell  
Title: Vice President

*(signature page to PMGI Trademark Security Agreement)*

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Schedule I

**General Media Communications, Inc.**

Trademark Report by Mark  
Country: US

Printed: 12/6/2007 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>AMATEUR SWITCHBOARD</b>							
UNITED STATES	US75	2/12/1999	75/641,833	1/16/2001	2,422,063	CANCELLED	41
<b>BALLOONHEADS DESIGN</b>							
UNITED STATES	US90		73/409,141	10/29/1985	1,367,529	CANCELLED	16
<b>CALIGULA</b>							
UNITED STATES	T00131US00	3/23/2005	78/593,224			ABANDONED	09,16
<b>CALIGULA FILMS</b>							
UNITED STATES	T00145US00	8/15/2005	76/644,888			ABANDONED	38
UNITED STATES	T00145US01	8/15/2005	76/644,898			PUBLISHED	41
<b>EARTHLINK SCIENCE</b>							
UNITED STATES	US73	12/17/1998	75/608,554	3/20/2001	2,437,493	REGISTERED	5
<b>FORUM</b>							
UNITED STATES	US15	1/12/1983	409,098	8/28/1984	1,292,185	REGISTERED	16
<b>FREE YOUR FANTASIES</b>							
UNITED STATES	T00147US00	3/17/2006	78/839,680			PENDING	10,16,18 25,28
<b>FULL FRONTAL</b>							
UNITED STATES	T00143US00	8/15/2005	76/644,885			ALLOWED	16
<b>GAMETIME</b>							
UNITED STATES	T00130US00	6/8/2005	76/640,455			PUBLISHED	16
<b>GIRL TALK</b>							
UNITED STATES	T00134US00	6/14/2005	76/640,864	10/31/2006	3,165,795	REGISTERED	16
<b>GROOM AT THE TOP</b>							
UNITED STATES	T00136US00	6/14/2005	76/640,866			ABANDONED	16
<b>GUCCIONE</b>							
UNITED STATES	T00116US00	12/10/2004	78/530,507			ABANDONED	09,16,41
UNITED STATES	T00116US01	2/11/2005	78/565,736			ABANDONED	43
<b>GUCCIONE'S</b>							
UNITED STATES	T00132US00	2/11/2005	78/565,760			ABANDONED	09,16,41 43
<b>HOT TALK</b>							
UNITED STATES	US20	1/7/1985	73/516,552	9/10/1985	1,359,176	CANCELLED	16
<b>LIFE ON TOP</b>							
UNITED STATES	T00164US00	11/29/2006	77/053,023			PUBLISHED	16
<b>MIND &amp; MUSCLE POWER</b>							
UNITED STATES	US77	6/25/1999	75/737,374	1/9/2001	2,420,091	CANCELLED	16

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>MIND &amp; MUSCLE POWER logo</b>							
UNITED STATES	US78	8/18/1999	75/753,400	1/9/2001	2,420,110	CANCELLED	16
<b>ON THE DESK</b>							
UNITED STATES	T00139US00	7/18/2005	76/643,046			ABANDONED	16
<b>ONE KEY LOGO</b>							
UNITED STATES	US18	6/14/1984	73/485,147	3/5/1985	1,323,232	REGISTERED	16
UNITED STATES	T00032US05	4/15/2005	76/636,144			PUBLISHED	06,18
UNITED STATES	T00032US06	4/15/2005	76/636,146			ABANDONED	14
UNITED STATES	T00032US07	4/15/2005	76/636,147			PUBLISHED	25
<b>PENTHOUSE</b>							
UNITED STATES	US01	7/25/1968	72/305,841	11/18/1969	880,922	REGISTERED	16
UNITED STATES	US66	10/21/1998	75/575,441	3/13/2001	2,435,702	REGISTERED	4,05
UNITED STATES	US03	3/30/1976	73/082,103	4/26/1977	1,064,636	REGISTERED	35
UNITED STATES	US06	11/29/1976	73/108,030	10/4/1977	1,074,534	REGISTERED	16
UNITED STATES	US60	5/14/2002	76/407,565	2/11/2003	2,686,386	REGISTERED	10
UNITED STATES	US56	10/9/1998	75/567,145	9/12/2000	2,386,351	CANCELLED	16
UNITED STATES	US21	7/8/1986	73/608,422	2/24/1987	1,430,050	CANCELLED	9
UNITED STATES	US22	12/31/1987	73/703,580	12/6/1988	1,515,321	REGISTERED	14
UNITED STATES	T00035US15	12/13/2001	76/348,701	7/15/2003	2,738,557	REGISTERED	34
UNITED STATES	T00035US16	3/16/2004	76/581,658	10/18/2005	3,007,070	REGISTERED	41,43
UNITED STATES	T00035US17	9/14/2004	78/483,284			ABANDONED	41
UNITED STATES	T00035US19	1/31/2005	76/629,990	3/14/2006	3,067,272	REGISTERED	41
UNITED STATES	T00035US22	4/15/2005	76/636,141			PUBLISHED	06,18
UNITED STATES	T00035US23	4/15/2005	76/636,142			ABANDONED	14
UNITED STATES	T00035US24	4/15/2005	76/636,142			ABANDONED	14
UNITED STATES	T00035US26	4/15/2005	76/636,145			PUBLISHED	25
UNITED STATES	T00035US27	1/31/2005	76/629,990	3/14/2006	3,067,272	REGISTERED	41
UNITED STATES	T00035US28	5/9/2006	78/879,329			PUBLISHED	38
UNITED STATES	T00035US30	4/27/2007	77/167,185			PENDING	41
UNITED STATES	T00035US32	3/29/2007	77/143,954			PENDING	33
<b>PENTHOUSE AND THREE KEYS LOGO</b>							
UNITED STATES	T00154US00	5/9/2006	78/879,332			PUBLISHED	38
<b>PENTHOUSE BLACK LABEL</b>							
UNITED STATES	US93	3/21/2001	76/227,798			ABANDONED	09
<b>PENTHOUSE BOUTIQUE</b>							
UNITED STATES	T00112US00	6/19/2003	76/526,068	5/17/2005	2,952,697	REGISTERED	35
<b>PENTHOUSE CASINO</b>							
UNITED STATES	T00137US00	7/18/2005	76/643,151			PENDING	25

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>PENTHOUSE CASINO</b> <i>continued . . .</i>							
UNITED STATES	T00137US01	7/18/2005	76/643,150			ABANDONED	41
UNITED STATES	T00137US02	7/18/2005	76/643,152			PUBLISHED	41,43
<b>PENTHOUSE CHANNEL</b>							
UNITED STATES	T00109US00	8/29/2003	76/543,697	8/23/2005	2,987,847	REGISTERED	28
<b>PENTHOUSE COMIX</b>							
UNITED STATES	US42	5/10/1995	74/672,215	3/19/1996	1,963,425	CANCELLED	16
UNITED STATES	US47	7/10/1996	75/138,266	5/4/1999	2,243,111	CANCELLED	42
<b>PENTHOUSE EXECUTIVE CLUB</b>							
UNITED STATES	T00111US00	4/22/2004	76/588,435			ABANDONED	41,42
<b>PENTHOUSE FORUM</b>							
UNITED STATES	US02	5/2/1974	73/020,588	9/16/1975	1,020,498	EXPIRED	16
<b>PENTHOUSE FORUM SPECIAL REPORTS</b>							
UNITED STATES	T00146US00	8/15/2005	76/644,886			ABANDONED	38
UNITED STATES	T00146US01	8/15/2005	76/644,883			ABANDONED	38
<b>PENTHOUSE JEWELRY</b>							
UNITED STATES	T00184US00	4/3/2007	77/147,772			PUBLISHED	14
<b>PENTHOUSE KEY SUITES</b>							
UNITED STATES	T00149US00	3/23/2006	78/844,269			PENDING	43
<b>PENTHOUSE LETTERS</b>							
UNITED STATES	US19	12/17/1984	73/513,855	10/29/1985	1,367,554	EXPIRED	16
UNITED STATES	T00052US01	1/31/2005	76-630,021	1/31/2006	3,052,851	REGISTERED	16
UNITED STATES	T00117US00	1/31/2005	76/630,021			PUBLISHED	16
<b>PENTHOUSE LINGERIE</b>							
UNITED STATES	T00142US00	7/6/2005	76/642,290			PUBLISHED	25
UNITED STATES	T00142US01	7/18/2005	76/643,198			PUBLISHED	25
<b>PENTHOUSE LOUNGE</b>							
UNITED STATES	T00128US00	6/8/2005	76/640,452			ABANDONED	41
UNITED STATES	T00128US01	6/8/2005	76/640,456			PENDING	25
UNITED STATES	T00128US02	6/8/2005	76/640,457			PUBLISHED	41,43
<b>PENTHOUSE MEN'S ADVENTURE COMIX</b>							
UNITED STATES	US40	5/10/1995	74/672,217	3/5/1996	1,960,448	CANCELLED	16
<b>PENTHOUSE MENS CLUB</b>							
UNITED STATES	US83	3/15/2000	76/000,490	5/15/2001	2,450,888	REGISTERED	41,42
<b>PENTHOUSE PETS</b>							
UNITED STATES	US89	9/8/1982	73/384,236	8/14/1984	1,289,736	REGISTERED	5

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>PENTHOUSE PIN-UPS</b>							
UNITED STATES	T00152US00	3/24/2006	78/845,523			PUBLISHED	16
<b>PENTHOUSE PLEASURES</b>							
UNITED STATES	T00148US00	3/17/2006	78/839,665			PENDING	05,10,18 25,28
<b>PENTHOUSE RECORDS</b>							
UNITED STATES	T00121US00	2/28/2005	76/632,201			PENDING	09
<b>PENTHOUSE SHOES</b>							
UNITED STATES	T00151US00	3/24/2006	78/845,385			PENDING	25
<b>PENTHOUSE TV</b>							
UNITED STATES	T00150US00	3/23/2006	78/844,506			PUBLISHED	09
<b>PENTHOUSE.COM</b>							
UNITED STATES	US84	5/5/2000	76/042,200	4/3/2001	2,441,085	REGISTERED	42
<b>PENTHOUSEFORUM.COM</b>							
UNITED STATES	T00129US00	6/8/2005	76/640,454			ABANDONED	41
<b>PENTHOUSELETTERS.COM</b>							
UNITED STATES	T00133US00	6/14/2005	76/640,867	3/27/2007	3,221,067	REGISTERED	41
<b>PENTHOUSEMAG.COM</b>							
UNITED STATES	US53	6/24/1998	75/507,912	4/4/2000	2,337,421	CANCELLED	42
<b>PENTHOUSESTORE.COM</b>							
UNITED STATES	T00127US00	6/8/2005	76/640,451	9/11/2007	3,289,312	REGISTERED	41
<b>PET CHRONICLES</b>							
UNITED STATES	T00124US00	4/25/2005	76/636,999			ABANDONED	09
<b>PET CONFESSIONS</b>							
UNITED STATES	T00144US00	8/15/2005	76/644,887			ABANDONED	41
UNITED STATES	T00144US01	8/15/2005	76/644,939			PUBLISHED	09
UNITED STATES	T00144US02	8/15/2005	76/644,884			ABANDONED	16
<b>PET OF THE MONTH</b>							
UNITED STATES	US07	12/15/1976	109,664	1/1/1980	1,128,612	CANCELLED	16
<b>PET OF THE YEAR</b>							
UNITED STATES	US08	1/21/1977	113,263	7/3/1979	1,121,403	REGISTERED	16
<b>PETNET</b>							
UNITED STATES	US86	10/27/2000	76/155,609	3/12/2002	2,546,647	REGISTERED	38,42
<b>PLAY WET</b>							
UNITED STATES	T00165US00	11/29/2006	77/053,061			PUBLISHED	25
<b>SAVE THE ARTS</b>							
UNITED STATES	US87	10/27/2000	76/155,612	1/22/2002	2,531,771	REGISTERED	9

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>SPORTING AMERICA</b>							
UNITED STATES	US88	10/27/2000	76/155,611	3/26/2002	2,554,332	REGISTERED	16
<b>THE GIRLS OF PENTHOUSE</b>							
UNITED STATES	US25	9/21/2001	76/315,680	4/1/2003	2,701,927	REGISTERED	16
UNITED STATES	T00016US01	1/31/2005	76/630,020	1/31/2006	3,052,850	REGISTERED	16
UNITED STATES	T00119US00	1/31/2005	76/630,020			PUBLISHED	16
<b>THE INTERNATIONAL MAGAZINE FOR MEN</b>							
UNITED STATES	T00081US00	6/8/2005	76/640,450			PUBLISHED	16
<b>THE PENTHOUSE CLUB</b>							
UNITED STATES	T00110US00	5/19/2003	76/518,441	2/3/2004	2,810,417	REGISTERED	41,43
UNITED STATES	T00122US00	5/3/2005	76/637,795			ABANDONED	38
UNITED STATES	T00122US01	5/3/2005	76/637,794			PUBLISHED	25
<b>The Penthouse Lounge &amp; Grille</b>							
UNITED STATES	T00035US31	4/30/2007	77/168,793			PUBLISHED	41,43
<b>THE PENTHOUSE SELECTION</b>							
UNITED STATES	T00101US00	12/13/2001	76/348,407	7/15/2003	2,738,555	REGISTERED	34
<b>THREE KEY LOGO</b>							
UNITED STATES	T00035US20	4/15/2005	76/636,139			ABANDONED	25
UNITED STATES	T00035US21	4/15/2005	76/636,140			PUBLISHED	06,18
UNITED STATES	T00035US25	4/15/2005	76/636,143			ABANDONED	14
UNITED STATES	T00035US29	5/9/2006	78/879,878			PUBLISHED	38
UNITED STATES	US04	8/16/1976	96,829	6/6/1978	1,092,929	REGISTERED	35
UNITED STATES	US17	6/14/1984	485,102	3/5/1985	1,323,231	REGISTERED	16
UNITED STATES	US05	11/26/1976	73/107,871	9/20/1997	1,073,618	REGISTERED	16
UNITED STATES	US54	10/9/1998	75/568,368	4/25/2000	2,346,129	CANCELLED	16
UNITED STATES	T00082US11	12/13/2001	76/348,406	7/29/2003	2,744,275	REGISTERED	34
UNITED STATES	T00082US12	9/14/2004	78/483,309			PENDING	41
<b>TURNED ON</b>							
UNITED STATES	T00140US00	7/18/2005	76/643,199			ABANDONED	16
<b>VARIATIONS</b>							
UNITED STATES	US09	9/26/1977	142,573	10/17/1978	1,104,321	REGISTERED	16
UNITED STATES	US49	3/5/1997	75/252,445	8/25/1998	2,185,045	REGISTERED	42
UNITED STATES	US85	5/25/2000	76/057,102	6/12/2001	2,459,720	REGISTERED	9
UNITED STATES	T00087US03	7/31/2002	76/437,896	6/3/2003	2,721,206	REGISTERED	09
UNITED STATES	T00087US04	1/31/2005	76/630,019	1/31/2006	3,052,849	REGISTERED	16
UNITED STATES	T00118US00	1/31/2005	76/630,019			PUBLISHED	16
<b>VARIATIONS.COM</b>							
UNITED STATES	T00135US00	6/14/2005	76/640,865			PUBLISHED	41

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>VICES &amp; VANITIES</b>							
UNITED STATES	T00123US00	4/25/2005	76/636,997			ABANDONED	25
UNITED STATES	T00123US01	4/19/2005	78/611,965			ABANDONED	09,16,41
UNITED STATES	T00123US02	5/20/2005	78/634,012			ABANDONED	16
<b>VICES AND VANITIES</b>							
UNITED STATES	T00125US00	5/3/2005	76/637,793			ABANDONED	10
<b>WHERE THE MAGAZINE COMES TO LIFE!</b>							
UNITED STATES	T00126US00	5/3/2005	76/637,792	8/7/2007	3,273,185	REGISTERED	43,41
<b>WOMEN'S DAZE</b>							
UNITED STATES	T00155US00	7/5/2006	78/922,446			ABANDONED	16
END OF REPORT						TOTAL ITEMS SELECTED =	123



**SELLERS' SECURITIES AGREEMENT**

**\$ [REDACTED] SUBORDINATED SECURED NOTES DUE 2011**

**PMGI WARRANTS**

**Dated as of December 6, 2007**

**by and among**

**INTERACTIVE NETWORK INC.,  
as Issuer**

**EACH SUBSIDIARY OF INTERACTIVE NETWORK INC., LISTED AS A SENIOR  
SUBORDINATED GUARANTOR ON THE SIGNATURE PAGES HERETO,  
as Senior Subordinated Guarantors,**

**PENTHOUSE MEDIA GROUP, INC. AND EACH SUBSIDIARY OF PENTHOUSE  
MEDIA GROUP INC. LISTED AS A JUNIOR SUBORDINATED GUARANTOR ON  
THE SIGNATURE PAGES HERETO,  
as Junior Subordinated Guarantors,**

**ANDREW B. CONRU TRUST AGREEMENT, ANDREW B. CONRU TRUSTEE, AND  
MAPSTEAD TRUST, CREATED ON APRIL 16, 2002, LARS AND MARIN MAPSTEAD  
TRUSTEES, AND SUBSEQUENT HOLDERS OF THE SELLERS' SECURED NOTES  
FROM TIME TO TIME PARTY HERETO,  
as Holders,**

**and**

**U.S. BANK NATIONAL ASSOCIATION  
as Administrative Agent and Collateral Agent**

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## SELLERS' SECURITIES AGREEMENT

### §. [REDACTED] SUBORDINATED SECURED NOTES DUE 2011

#### PMGI WARRANTS

Sellers' Secured Notes and Warrants Agreement (the "Agreement"), dated as of December 6, 2007, by and among Interactive Network Inc., a Nevada corporation, as issuer (the "Issuer") of the Sellers' Secured Notes (as such term is defined below), each Subsidiary of the Issuer listed as a "Senior Subordinated Guarantor" on the signature pages hereto, Penthouse Media Group Inc., a Nevada corporation, as issuer of the Warrants (as such term is defined below) ("PMGI", and together with each Subsidiary of PMGI listed as a "Junior Subordinated Guarantor" on the signature pages hereto, collectively, the "Junior Subordinated Guarantors") (as more fully defined below, each Senior Subordinated Guarantor and each Junior Subordinated Guarantor are referred to herein as a "Guarantor," and collectively the "Guarantors"), Andrew B. Conru Trust Agreement, Andrew B. Conru Trustee, and Mapstead Trust, created on April 16, 2002, Lars and Marin Mapstead Trustees (the "Sellers"), and any subsequent holders of the Securities listed on Schedule 2.02 and from time to time party hereto (each Seller and each such subsequent holder, a "Holder" and collectively, the "Holders"), and U.S. Bank National Association, as administrative agent and collateral agent for the Holders (the "Agent").

#### RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement and issuance of the Sellers' Secured Notes pursuant to this Agreement, Issuer is closing its purchase from the Sellers of all the issued and outstanding capital stock of Various, Inc. pursuant to the Various Acquisition Agreement (as defined below).

WHEREAS, as prescribed in the Various Acquisition Agreement, Issuer desires to issue the Sellers' Secured Notes in partial payment of the purchase price under the Stock Purchase Agreement, and Sellers desire to accept the Sellers' Secured Notes in partial payment of such purchase price, upon and subject to the terms and conditions of this Agreement.

WHEREAS, as prescribed in, and as a further inducement to the Sellers to sell the stock under, the Various Acquisition Agreement, PMGI desires to issue the Warrants to the Sellers as the initial Holders, upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the parties hereto agree as follows:

liability company, the interest in the capital or profits of such partnership or limited liability company or (C) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such Person.

“Taxes” has the meaning specified therefor in Section 2.06(a).

“Total Debt Ratio” means, with respect to the Issuer and its Subsidiaries for any period, the ratio of (a) all Indebtedness of the Issuer and its Subsidiaries as at the end of such period to (b) Annualized Consolidated EBITDA of the Issuer and its Subsidiaries for such period.

“Trademark Security Assignment” means the Trademark Security Assignment, dated as of the date hereof, executed and delivered by the Senior Subordinated Guarantors to the Agent for the benefit of the Holders, in connection with the closing of the transactions contemplated hereof, as the same may be amended or otherwise modified from time to time.

“Transactions” means the transactions contemplated by the Funding Documents.

“Uniform Commercial Code” has the meaning specified therefor in Section 1.03.

“Various Acquisition Agreement” means the Stock Purchase Agreement, dated as of September 21, 2007, by and among Various, Inc., Andrew B. Conru Trust Agreement, Andrew B. Conru Trustee, Mapstead Trust, created on April 16, 2002, Lars and Marin Mapstead Trustees, Andrew B. Conru, Lars Mapstead and Penthouse Media Group Inc., as amended by an Amendment to Stock Purchase Agreement dated as of December 6, 2007.

“Various Acquisition Documents” means the Various Acquisition Agreement, the Escrow Agreement (as defined in the Various Acquisition Agreement), all non-compete agreements, all quit claim transfers and acknowledgments, and all other agreements, instruments and other documents that may be executed or delivered in connection therewith, together with all schedules and exhibits thereto.

“Various Acquisition” means the purchase by the Issuer of all of the outstanding Capital Stock of Various, Inc. and certain of its affiliates and subsidiaries, as more particularly described in the Various Acquisition Documents.

“Various Financial Statements” has the meaning specified therefor in Section 6.01(k)(i).

“Warrants” mean warrants in substantially the form of Exhibit C hereto issued pursuant to this Agreement to purchase in the aggregate initially [REDACTED] shares of the PMGI Voting Common Stock.

“Wholly Owned Junior Subordinated Guarantor” means a Junior Subordinated Guarantor that is a Wholly Owned Subsidiary of PMGI.

“Wholly Owned Senior Subordinated Guarantor” means a Senior Subordinated Guarantor that is a Wholly Owned Subsidiary of the Issuer.

whether or not such Taxes or Other Taxes were correctly or legally asserted. Such indemnification shall be paid within 10 days from the date on which any such Holder or the Agent makes written demand therefor, which demand shall identify in reasonable detail the nature and amount of such Taxes or Other Taxes.

(c) If any Obligor fails to perform any of its obligations under this Section 2.09, the Obligors shall indemnify the Holders and the Agent for any taxes, interest or penalties that may become payable as a result of any such failure. The obligations of the Obligors under this Section 2.09 shall survive the termination of this Agreement and the payment of the Sellers' Secured Notes and all other amounts payable hereunder.

### ARTICLE III

#### SECURITY; ADMINISTRATIVE PRIORITY AND RANKING

Section 3.01 Collateral; Grant of Lien and Security Interest. As more fully set forth in the Sellers' Security Documents, as security for the full and timely payment and performance of all of the Obligations, each Obligor hereby assigns, pledges and grants to the Agent, for the ratable benefit of the Holders, with respect to the Sellers' Secured Notes a continuing security interest in and to and Lien on all right, title and interests in all property or assets of such Obligor, of every kind or nature whatsoever, wherever located, howsoever evidenced, whether contingent or absolute, real or personal, now existing or hereafter acquired, arising or created, including without limitation all Accounts, inventory, goods, contract rights, instruments, documents, chattel paper, general intangibles, payment intangibles, letters of credit, letter-of-credit rights, supporting obligations, machinery and equipment, real property, fixtures, leases, 100% of the Capital Stock in any Subsidiary, money, investment property, deposit accounts, all commercial tort claims and all causes of action arising under the Bankruptcy Code or otherwise, and all cash and non-cash proceeds, rents, products and profits of any of the foregoing (such security interest and Liens being hereafter collectively referred to as the "Agent's Liens"), and all property of the Obligors subject to the Agent's Liens being hereafter collectively referred to as the "Collateral"). The Agent's Liens shall be prior to all other Liens in or on the Collateral other than Permitted Liens.

Section 3.02 Negotiable Collateral. In the event that any Collateral, including proceeds, is evidenced by or consists of Negotiable Collateral, the Obligors promptly shall endorse and deliver physical possession of such Negotiable Collateral to the Agent.

Section 3.03 Collection of Accounts, General Intangibles, and Negotiable Collateral. At any time after the occurrence and during the continuance of an Event of Default, the Agent or the Agent's designee may (a) notify customers or Account Debtors of each Obligor that the Accounts, General Intangibles, or Negotiable Collateral have been assigned to the Agent or that the Agent for the benefit of the Holders in accordance with their respective Pro Rata Shares has a security interest therein and (b) collect the Accounts, General Intangibles, and Negotiable Collateral directly and charge the collection costs and expenses allocable to the Sellers' Secured Notes to the Sellers' Secured Note Account in accordance with the respective Pro Rata Shares of the Holders.

Section 3.04 Delivery of Additional Documentation Required. At any time upon the request of the Agent, each Obligor shall execute and deliver to the Agent all financing statements, collateral assignments, continuation financing statements, fixture filings, security agreements, pledges, assignments, mortgages, leasehold mortgages, deeds of trust, leasehold deeds of trust, endorsements of certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Agent reasonably may request, in form satisfactory to the Agent, to perfect and continue perfected the Agent's Liens on the Collateral (whether now owned or hereafter arising or acquired), and in order to fully consummate all of the transactions contemplated hereby and under the other Sellers' Secured Note Documents.

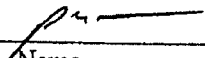
Section 3.05 Power of Attorney. Each Obligor hereby irrevocably makes, constitutes, and appoints the Agent (and any of the Agent's officers, employees, or agents designated by the Agent) as such Obligor's true and lawful attorney, with power to (a) if such Obligor refuses to, or fails timely to execute and deliver any of the documents described in Section 3.04, sign the name of such Obligor on any of the documents described in Section 3.04, (b) at any time that an Event of Default has occurred and is continuing, sign such Obligor's name on any invoice or bill of lading relating to any Account, drafts against Account Debtors, schedules and assignments of Accounts, verifications of Accounts, and notices to Account Debtors, (c) send requests for verification of Accounts, (d) endorse such Obligor's name on any collection item that may come into the Holders' possession, (e) at any time that an Event of Default has occurred and is continuing, notify the post office authorities to change the address for delivery of such Obligor's mail to an address designated by the Agent, to receive and open all mail addressed to such Obligor, and to retain all mail relating to the Collateral and forward all other mail to such Obligor, (f) at any time that an Event of Default has occurred and is continuing, make, settle, and adjust all claims under such Obligor's policies of insurance and make all determinations and decisions with respect to such policies of insurance, and (g) at any time that an Event of Default has occurred and is continuing, settle and adjust disputes and claims respecting the Accounts directly with Account Debtors, for amounts and upon terms that the Agent determines to be reasonable, and the Agent may cause to be executed and delivered any documents and releases that the Agent determines to be necessary. The appointment of the Agent as such Obligor's attorney, and each and every one of the Agent's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully and finally repaid and performed and the Holders' obligations to extend credit hereunder is terminated.

Section 3.06 Rights and Remedies Cumulative. All of the rights and remedies with respect to the Collateral described in this Article III are cumulative with, in addition to, and do not limit or in any way impair, the rights and remedies of the Agent and the Holders set forth elsewhere in this Agreement, in the other Funding Documents, arising under applicable law, or otherwise available to the Agent and the Holders.

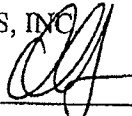




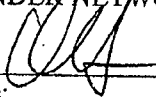
SNAPSHOT PRODUCTIONS, LLC

By:   
Name:  
Title:

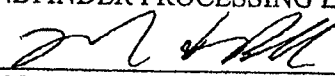
SENIOR SUBORDINATED GUARANTORS:

VARIOUS, INC.  
By:   
Name:  
Title:

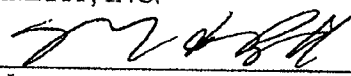
GLOBAL ALPHABET, INC.  
SHARKFISH, INC.  
TRAFFIC CAT, INC.  
BIG ISLAND TECHNOLOGY GROUP, INC.  
FAST CUPID, INC.  
MEDLEY.COM INCORPORATED  
PPM TECHNOLOGY GROUP, INC.  
FRIENDFINDER NETWORK, INC.

By:   
Name:  
Title:

FRIENDFINDER PROCESSING LTD.

By:   
Name:  
Title:


STREAMRAY, INC.

By:   
Name:  
Title:

*(signature page for Sellers' Securities Agreement)*

CONFIRM ID, INC.  
FRNK TECHNOLOGY GROUP  
TRANSBLOOM, INC.  
STREAMRAY INC.

By: \_\_\_\_\_

  
Name: David Bloom  
Title: Secretary

*(signature page for Sellers' Securities Agreement)*

AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: *Kathy L. Mitchell*  
Name: Kathy L. Mitchell  
Title: Vice President

HOLDERS:

TRUST 1:

ANDREW B. CONRU TRUST AGREEMENT

By: \_\_\_\_\_  
Andrew B. Conru, Trustee

TRUST 2:

MAPSTEAD TRUST,  
CREATED ON APRIL 16, 2002

By: \_\_\_\_\_  
Lars Mapstead, Trustee

By: \_\_\_\_\_  
Marin A. Mapstead, Trustee

*(signature page for Sellers' Securities Agreement)*

AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name:

Title:

HOLDERS:

TRUST 1:

ANDREW B. CONRU TRUST AGREEMENT

By: \_\_\_\_\_

Andrew B. Conru, Trustee

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CREATED ON APRIL 16, 2002

By: \_\_\_\_\_

Lars Mapstead, Trustee

By: \_\_\_\_\_

Marin A. Mapstead, Trustee

*(signature page for Sellers' Securities Agreement)*

AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name:  
Title:

HOLDERS:

TRUST 1:

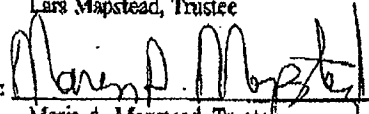
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Andrew B. Conru, Trustee

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MAPSTEAD TRUST.  
CREATED ON APRIL 15, 2002

By:   
Lars Mapstead, Trustee

By:   
Marin A. Mapstead, Trustee

*(signature page for Sellers' Securities Agreement)*