

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Grant of a Security Interest - Trademarks	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Manwin Licensing International S.a.r.l.		06/01/2011	Private Limited Liability Company: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 West Washington Street, Suite 1450		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3690953	GAYTUBE	
Registration Number:	3350922	SEXTUBE	
Registration Number:	2494090	THUMBZILLA	
Registration Number:	3221936	TWISTYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 756-2552		
<b>Email:</b>	marisa.davidson@srz.com		
<b>Correspondent Name:</b>	Marisa J. Davidson		
<b>Address Line 1:</b>	Schulte Roth & Zabel, 919 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	015752.0002		
<b>NAME OF SUBMITTER:</b>	Marisa J. Davidson		

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Signature:	/RS for MJD/
Date:	06/02/2011
Total Attachments: 3 source=Manwin.Sec.Grant#page1.tif source=Manwin.Sec.Grant#page2.tif source=Manwin.Sec.Grant#page3.tif	

**GRANT OF A SECURITY INTEREST – TRADEMARKS**

WHEREAS, Manwin Licensing International S.à.r.l. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 28, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cortland Capital Market Services LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 1, 2011.

**MANWIN LICENSING INTERNATIONAL  
S.À.R.L. By MANWIN HOLDING S.A.R.L.  
it's Sole Manager**

By: 

Name: Fabian Thylmann

Title: DIRECTOR

**SCHEDULE A**

**Registered Trademarks**

<b>US TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>
GAYTUBE	77046979	3690953
SEXTUBE	77065264	3350922
THUMBZILLA	75955338	2494090
TWISTYS	78774962	3221936

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