

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manwin Licensing International S.a.r.l.		03/01/2012	Private Limited Liability Company: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as collateral agent		
Street Address:	225 W. Washington Street		
Internal Address:	Suite 1450		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	85345687	BIBI JONES	
Serial Number:	85344824	CHLOE	
Registration Number:	3436067	DIGITAL DP PLAYGROUND	
Registration Number:	3334941	DP DIGITAL PLAYGROUND	
Registration Number:	2768613	DIGITAL PLAYGROUND	
Registration Number:	2703616	D P DIGITAL PLAYGROUND	
Registration Number:	3312280	ISLAND FEVER	
Registration Number:	2975212	JESSE JANE	
Serial Number:	85245169	JESSE JANE	
Serial Number:	85245208	RILEY STEELE	
Serial Number:	77614682	VIRTUAL SEX	
Registration Number:	3014320	VIRTUAL SEX	
Serial Number:	77614694	VIRTUAL SEX	

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CORRESPONDENCE DATA

Fax Number: (212)593-5955
Phone: 212-756-2132
Email: scott.kareff@srz.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	015752-0002
NAME OF SUBMITTER:	Scott Kareff (015752-0002)
Signature:	/kc for sk/
Date:	03/02/2012

Total Attachments: 8

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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 March 1, 2012.

**MANWIN LICENSING INTERNATIONAL
S.À R.L.**

By: Manwin Holding S.à r.l., its sole manager

By:


Name: Fabian Thylmann
Title: Sole Manager

TRADEMARK

REEL: 004728 FRAME: 0633

SCHEDULE A
TRADEMARKS
(attached hereto)

TRADEMARKS (DIGITAL PLAYGROUND)

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	All Actions	Due Dates
BIBI JONES Country: Australia	Pending	1432442	22-Jun-2011	AU-Response to OA Due	01-Oct-2012
BIBI JONES Country: Canada	Pending	1532814	22-Jun-2011		
BIBI JONES Country: European Community	Unfiled				
BIBI JONES Country: New Zealand	Unfiled				
BIBI JONES Country: United States of America	Pending	85/345,687	14-Jun-2011	Pre-Reg Status Check Response Due	14-Dec-2011 24-Mar-2012
CHLOE Country: United States of America	Pending	85/344,824	13-Jun-2011	Pre-Reg Status Check Foreign Filing Due Response Due	13-Dec-2011 13-Dec-2011 24-Mar-2012
DIGITAL DP PLAYGROUND Country: United States of America	Registered	78/901,131 3,436,067	05-Jun-2006 27-May-2008	6mo. rmdr-8&15 Due Aff of Use - 6 Year First Renewal	27-Nov-2013 27-May-2014 27-May-2018
DIGITAL DP PLAYGROUND Country: United States of America	Registered	78/901,138 3,334,941	05-Jun-2006 13-Nov-2007	6mo. rmdr-8&15 Due Aff of Use - 6 Year First Renewal	13-May-2013 13-Nov-2013 13-Nov-2017

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TRADEMARKS (DIGITAL PLAYGROUND)

Trademark	Status	Client Ref Number	App Number		App Date		All Actions	Due Dates
			Reg Number	Reg Number	Reg Date	Reg Date		
DIGITAL PLAYGROUND <i>Country: Australia</i>	Registered		1129287 1129287		14-Aug-2006 14-Aug-2006		First Renewal	14-Aug-2016
DIGITAL PLAYGROUND <i>Country: Brazil</i>	Pending		828688338		28-Aug-2006			
DIGITAL PLAYGROUND <i>Country: Brazil</i>	Pending		828688346		28-Aug-2006			
DIGITAL PLAYGROUND <i>Country: New Zealand</i>	Registered		753313 753313		14-Aug-2006 14-Aug-2006		1yr Renew Reminder First Renewal	14-Aug-2015 14-Aug-2016
DIGITAL PLAYGROUND <i>Country: New Zealand</i>	Registered		753313 753313		14-Aug-2006 14-Aug-2006		First Renewal	14-Aug-2016
DIGITAL PLAYGROUND <i>Country: United States of America</i>	Registered		76/161,214 2,768,613		06-Nov-2000 30-Sep-2003		First Renewal	30-Sep-2013
DIGITAL PLAYGROUND & Design <i>Country: United States of America</i>	Registered		76/161,215 2,703,616		06-Nov-2000 08-Apr-2003		First Renewal	0/1-Apr-2013
ISLAND FEVER <i>Country: United States of America</i>	Registered		78/901,130 3,312,280		05-Jun-2006 16-Oct-2007		6mo. rmdr-8&15 Duc Aff of Use - 6 Year First Renewal	16-Apr-2013 16-Oct-2013 16-Oct-2017

TRADEMARKS (DIGITAL PLAYGROUND)

Trademark	Status Client Ref Number	App Number Reg Number	App Date		All Actions	Due Dates
			Reg Date	Reg Date		
JESSE JANE Country: Australia	Registered	1131035 1131035	23-Aug-2006 23-Aug-2006		First Renewal	23-Aug-2016
JESSE JANE Country: Canada	Registered AVM-204	1,263,875 TMA672,347	07-Jul-2005 11-Sep-2006		First Renewal	11-Sep-2021
JESSE JANE Country: Mexico	Pending	1,157,955	24-Feb-2011		Proof of Use	24-Feb-2021
JESSE JANE Country: New Zealand	Registered	753557 753557	17-Aug-2006 17-Aug-2006		First Renewal	17-Aug-2016
JESSE JANE Country: United States of America	Registered AVM-204	76/527,320 2,975,212	20-Jun-2003 26-Jul-2005		First Renewal	26-Jul-2015
JESSE JANE Country: United States of America	Pending	85/245,169	17-Feb-2011		Response Due	20-Nov-2011
TRADEMARK KYLE STEELE Country: Australia	Unfiled					
TRADEMARK KYLE STEELE Country: Canada	Unfiled					

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Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	All Actions	Due Dates
RILEY STEELE <i>Country: European Community</i>	Unfiled				
RILEY STEELE <i>Country: New Zealand</i>	Unfiled				
RILEY STEELE <i>Country: United States of America</i>	Pending	85/245,208	17-Feb-2011	Response Due	20-Nov-2011
VIRTUAL SEX <i>Country: Canada</i>	Registered	1,277,177 TM A722,220	26-Oct-2005 26-Aug-2008	First Renewal	26-Aug-2023
VIRTUAL SEX <i>Country: United States of America</i>	Suspended	77/614,682	14-Nov-2008	Status Ck-Suspension Response Due	01-Nov-2011 21-Mar-2012
VIRTUAL SEX <i>Country: United States of America</i>	Registered	76/023,937 3,014,320	12-Apr-2000 15-Nov-2005	First Renewal	15-Nov-2015
VIRTUAL SEX <i>Country: United States of America</i>	Opposed	76/023,937 3,014,320	12-Apr-2000 15-Nov-2005		
VIRTUAL SEX & Design <i>Country: European Community</i>	Registered	003293669 003293669	29-Jul-2003 06-May-2005	1 yr Renew Reminder First Renewal	29-Jul-2012 29-Jul-2013

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TRADEMARKS (DIGITAL PLAYGROUND)

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	All Actions	Due Dates
VIRTUAL SEX & Design	Registered	2003062058	24-Jul-2003	First Renewal	21-Jul-2016
<i>Country:</i> Japan		4971377	21-Jul-2006		
VIRTUAL SEX & Design	Suspended	77/614,694	14-Nov-2008	Status CK – Suspension	01-Nov-2011
<i>Country:</i> United States of America				Response Due	21-Mar-2012